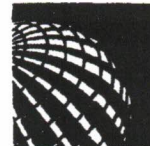


# Continental Airlines



Continental Airlines, Inc.  
Post Office Box 4623 HQJQA  
Houston TX 77210-4623

February 3, 2003

Joe Kelly  
Senior Vice President  
First Capital Group  
14001 Manchester Rd.  
Manchester, MO 63011

**Reference:** CFM56-3B Engine Serial Number 720696

Dear Sir:

The above referenced engine was operated by Continental Airlines between September 5, 1987 and February 1, 2003. A review of the engine maintenance records has been completed and, to my knowledge and based solely upon such review, the subject engine was not involved during the period of time set forth above in an accident or incident in respect of which Continental or the manufacturer deemed the engine unacceptable for continued use.

This letter is not intended to identify or indicate, or warrant, the serviceability status of the engine assembly or any of the attached and/or included parts thereof. This letter is intended only for the use of the individual to whom it is addressed and may not be copied or distributed to others without written permission from Continental Airlines.

Sincerely,

  
Gerald J. Johanson  
Senior Director  
Quality Assurance

BILL OF SALE  
ESN 720696

March 15, 2005

BE IT KNOWN THAT, 56-72096 LLC ("**Seller**") acknowledges that pursuant to an Aircraft Engine Purchase Agreement dated as of March 8, 2005, between Seller and GA Telesis Turbine Technologies, LLC, Inc. ("**Buyer**"), (the "**Aircraft Engine Purchase Agreement**") Buyer has made payment to Seller of the full amount of the Purchase Price, and Seller hereby transfers to Buyer all Seller's right, title and interest in the following items of equipment (collectively, the "**Equipment**"):

- A. One (1) CFM56-3B1 aircraft engine with Neutral QEC bearing manufacturer's serial number 720696; and
- B. The Engine Records related to the aircraft engine described in Appendix A to the Aircraft Engine Purchase Agreement.

Seller hereby warrants to Buyer, its successors and assigns, that Seller is the lawful owner of, and has and hereby transfers to Buyer, its successors and assigns, good and marketable title to, the Equipment free and clear of any Liens, and that this Bill of Sale is made and delivered pursuant to the provisions of the Aircraft Engine Purchase Agreement, and the Seller hereby agrees with the Buyer and its successors and assigns that the Seller will warrant and defend such title hereunder forever against all claims and demands whatsoever. Except as provided above or in the Aircraft Engine Purchase Agreement, the Equipment is sold "AS IS, WHERE IS" and "WITH ALL FAULTS".

The terms "Purchase Price", "Engine Records" and "Liens" shall have the same meanings in this Bill of Sale as in the Aircraft Engine Purchase Agreement

This Bill of Sale shall in all respects be governed by, and construed in accordance with, the laws of the state of New York, United States of America, including all matters of construction, validity and performance (without reference to conflicts of laws principles (other than title 14 of article 5 of the General Obligations Law).

IN WITNESS WHEREOF, we have set our hand and seal this 15<sup>th</sup> day of March, 2005.

56-72096 LLC

By:

Matthew M. Sennett

Name:

Matthew M. Sennett

Title:

Authorized Person



**EXHIBIT B****FORM OF 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, **FIRST BANK**, a Missouri corporation, with offices at 1400 Manchester Rd., Manchester, Missouri, 63011 ("Seller"), does, on the date hereof, grant, convey, transfer, bargain, sell, deliver and set over to **56 72096 LLC**., a Delaware limited liability company with its principal office at c/o Guggenheim Aviation Partners LLC., a Delaware limited 4119 East Lake Sammamish Parkway SE, Sammamish, Washington ("Buyer"), its successors and assigns, all of Seller's right, title and interest in and to that certain CFMI CFM56-3B1 engine bearing manufacturer's serial number 720696, together with (i) its engine stand, (ii) all Parts, equipment or property incorporated, installed in or on or attached to said Engine and (iii) all Records (collectively, the "Engine").

**THIS WARRANTY BILL OF SALE IS BEING DELIVERED BY SELLER PURSUANT TO THE ENGINE SALE AGREEMENT DATED SEPTEMBER 2, 2004 BETWEEN SELLER AND BUYER (THE "SALE AGREEMENT"). UNLESS SPECIFICALLY SET FORTH IN THIS WARRANTY BILL OF SALE, ALL CAPITALIZED TERMS USED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE SALE AGREEMENT. THIS BILL OF SALE IS MADE PURSUANT TO AND IS SUBJECT TO THE TERMS OF THE SALE AGREEMENT.**

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

**ON THE DELIVERY DATE, THE ENGINE IS BEING SOLD IN ITS THEN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND BEING MADE OR GIVEN BY SELLER, ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES AND ASSIGNS SELLER PARTIES, EXPRESS OR IMPLIED (INCLUDING ANY EXPRESS OR IMPLIED WARRANTY AS TO (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) TITLE, ARISING BY LAW OR OTHERWISE, OTHER THAN SUCH WARRANTIES AS ARE EXPRESSLY PROVIDED IN SECTION 6.1(d) THEREOF AND THIS BILL OF SALE; OR (C) ANY WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION INCLUDING WITHOUT LIMITATION PHYSICAL AND ENVIRONMENTAL CONDITION OR ANY OF THE ENGINE.**

**DELIVERY BY THE PARTIES TO EACH OTHER OF THE ACKNOWLEDGEMENT OF DELIVERY AND SALE FOR THE ENGINE SHALL BE CONCLUSIVE PROOF AS BETWEEN SELLER AND BUYER THAT BUYER'S TECHNICAL EXPERTS HAVE EXAMINED AND INVESTIGATED THE ENGINE AND DETERMINED THAT IT IS IN A CONDITION SATISFACTORY TO BUYER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE SALE AGREEMENT SELLER SHALL NOT BE LIABLE FOR AND BUYER**

HEREBY RELEASES SELLER PARTIES FROM ANY DAMAGE WHOSOEVER OCCURRING AFTER DELIVERY OF THE ENGINE TO BUYER RELATING TO OR ARISING FROM THE ENGINE, INCLUDING WITHOUT LIMITATION ANY AND ALL DIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ALL STRICT LIABILITY IN TORT.

THAT Seller hereby warrants to Buyer, its successors and assigns, that it is the holder of full legal and equitable 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 and marketable title to the Engine, free and clear of all Liens, claims and encumbrances and rights of others whatsoever and that Seller will warrant and defend such title forever against all claims and demands whatsoever other than the Sales Tax.

The laws of the State of Missouri shall govern this Bill of Sale, without giving effect to its conflicts-of-laws principles.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officers this 24<sup>th</sup> day of September 2004.

FIRST BANK

By: Heather E. Knox  
Name: Heather E. Knox  
Title: Special Assets Loan Officer



**McAFEE  
& TAFT**

10<sup>TH</sup> FLOOR, TWO LEADERSHIP SQUARE  
211 NORTH ROBINSON  
OKLAHOMA CITY, OK 73102-7103  
(405) 235-9621  
FAX (405) 235-0439  
<http://www.mcafeetaft.com>

**MEMORANDUM**

WRITER DIRECT  
SCOTT D. MCCREARY  
(405) 552-2367  
FAX (405) 228-7367  
[scott.mccreary@mcafeetaft.com](mailto:scott.mccreary@mcafeetaft.com)

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**VIA EMAIL**

TO: Guggenheim Aviation Partners LLC  
First Bank

FROM: Scott D. McCreary

DATE: September 24, 2004

RE: One (1) CFM International, Inc. model CFM56-3B1, aircraft engine bearing manufacturer's serial number 720696 (the "Engine") (Our File No. 12845/2)

---

I am writing to confirm that on September 24, 2004, at 11:39 a.m., C.D.T., I filed the following instruments with the Federal Aviation Administration (the "FAA"):

- (a) Assignment and Assumption of Lease VIII dated as of December 29, 2000 between Residual Based Finance Corporation ("RBFC"), as assignor, and First Capital Group, Inc. ("First Capital"), as assignee, assigning that certain Engine Lease Agreement VIII (the "Lease") dated as of January 22, 1990, between Cirrus Capital Corporation of Florida ("Cirrus"), as lessor, and Continental Airlines, Inc. ("Continental"), as lessee, with the following documents attached: (i) Lease Supplement No. 1 dated February 7, 1990 between Cirrus and Continental, (ii) Assignment of Lease Agreement and Consent VIII, dated as of July 30, 1990 between Cirrus, as assignor, and Pegasus Capital Corporation ("Pegasus"), as assignee, and consented to by Continental, (iii) Security Agreement and Assignment of Lease VIII, dated as of July 30, 1990 between Pegasus and SANWA Business Credit Corporation ("Sanwa"), (iv) Security Agreement and Assignment of Lease Supplement No. VIII dated as of July 30, 1990 between Pegasus and Sanwa which was recorded by the FAA as one document on August 3, 1990 and assigned Conveyance No. 257578; as further assigned by Assignment and Assumption of Lease VIII dated as of September 28, 1990, between Pegasus, as assignor, and Gilman Financial Services, Inc. ("Gilman"), as assignee, which was recorded by the FAA on October 4, 1990 and assigned Conveyance No. D00260; as amended by Amendment No. 1 to Engine Lease Agreement VIII dated as of April 4, 1994, between Gilman, as lessor, and Continental, as lessee, which was recorded by the FAA on June 15, 1994

**ORIGINAL**

TO BE RETURNED TO M&T

**FAA RELEASE**

Heller Financial, Inc. ("Heller") hereby releases from the terms of the Security Agreement (720 696/708465), dated as of September 30, 1998 (the "Security Agreement"), between Residual Based Finance Corporation as borrower and Heller as lender, recorded by the FAA on November 18, 1998 as Conveyance No. H95688, all of its right, title and interest in and to any and all collateral described in and subject to the Security Agreement (including but not limited to any engines and leases).

Dated this 24<sup>th</sup> day of September, 2004.

Heller Financial, Inc.

By: [Signature]

Title: Senior Vice President

10-25-04  
Registration  
RR029923  
[Signature]

## EXHIBIT A

### Lease Agreement

Engine Lease Agreement VIII, dated as of January 22, 1990, between Cirrus Capital Corporation of Florida ("Cirrus"), as lessor and Continental Airlines, Inc. ("Continental"), as lessee, with the following documents attached (i) Lease Supplement No.1 dated February 7, 1990 between Cirrus and Continental, (ii) Assignment of Lease Agreement and Consent VIII, dated as of July 30, 1990 between Cirrus as assignor and Pegasus Capital Corporation ("Pegasus") as assignee, and consented to by Continental, (iii) Security Agreement and Assignment of Lease VIII, dated as of July 30, 1990 between Pegasus and SANWA Business Credit Corporation ("Sanwa"), (iv) Security Agreement and Assignment of Lease Supplement No. VIII, dated as of July 30, 1990 between Pegasus and Sanwa which was recorded by the FAA as one document on August 3, 1990 and assigned Conveyance No. 257578;

As further assigned by Assignment and Assumption of Lease VIII, dated as of September 28, 1990, between Pegasus as assignor and Gilman Financial Services, Inc. ("Gilman") as assignee, which was recorded by the FAA on October 4, 1990 and assigned Conveyance No. D00260;

As amended by Amendment No. 1 to Engine Lease Agreement VIII, dated as of April 4, 1994, between Gilman as lessor and Continental as lessee, which was recorded by the FAA on June 15, 1994 and assigned Conveyance No. YY008431;

As further assigned by Assignment and Assumption of Lease VIII, dated as of May 28, 1998, between Gilman as assignor and Residual Based Finance Corporation ("RBFC") as assignee, which was recorded by the FAA on June 12, 1998 as Conveyance No. PP010078;

A further amended by Amendment to Engine Lease Agreement, dated as of January 7, 2000, between RBFC as lessor and Continental as lessee, which was recorded by the FAA on July 20, 2000 as Conveyance No. II018712;

As further assigned by Assignment and Assumption of Lease VIII, dated as of December 29, 2000, between RBFC, as assignor, and First Capital Group, Inc. ("FCGI"), as assignee, filed for recordation with the FAA on September 24, 2004 but not yet recorded; and

As further assigned by Assignment and Assumption of Lease VIII, dated as of March 30, 2001, between FCGI, as assignor, and First Bank, as assignee, filed for recordation with the FAA on September 24, 2004 but not yet recorded

**(collectively the "Lease Agreement")**

### The Engine

One (1) CFM International, Inc. model CFM56-3B1, aircraft engine bearing manufacturer's serial number 720696 (the "Engine")



**ORIGINAL**  
TO BE RETURNED TO M&T

**FAA LEASE TERMINATION**

First Bank, as lessor (the "**Lessor**"), and Continental Airlines, Inc., as lessee (the "**Lessee**"), hereby terminate the Lease Agreement described and defined on Exhibit A attached hereto. The Lessor and Lessee further release any and all equipment subject to the Lease Agreement from the terms and conditions thereof, including but not limited to the Engine described and defined on Exhibit A.

This FAA Lease Termination may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Dated this 24<sup>th</sup> day of September, 2004.

First Bank, as lessor BY: <u>Heather E Knox</u> TITLE: <u>Special Assets Loan Officer</u>	Continental Airlines, Inc., as lessee BY: <u>[Signature]</u> TITLE: <u>Vice President - Finance</u>
---	---

RECORDED  
Date 10-25-04 Time 3:46 PM  
By [Signature]  
Number RR029927

ORIGINAL  
TO BE RETURNED TO M&T

RECORDED  
10-25-04  
Administration  
Time 3:33 PM  
By *Sheryl Hunter*  
RR029924

**Assignment and Assumption of Lease VIII**

This Assignment and Assumption of Lease VIII dated as of December 29, 2000 is between Residual Based Finance Corporation ("Assignor") and First Capital Group, Inc. ("Assignee").

WHEREAS, Assignor (as successor in interest to Cirrus Capital Corporation of Florida) is a party to that certain Engine Lease Agreement VIII dated as of January 22, 1990 (the "Lease") between Assignor, as lessor, and Continental Airlines, Inc., as lessee ("Lessee"), covering one (1) CFM International model CFM56-3B1 engine bearing manufacturer's serial no. 720696 (the "Engine") more particularly described in the Lease, which Lease, together with Supplement No. 1 thereto, dated February 7, 1990 was recorded by the Federal Aviation Administration ("FAA") on August 3, 1990, as Conveyance Number 257578.

WHEREAS, pursuant to that certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of December 29, 2000 by and between Assignor and Assignee, Assignor desires to sell and assign, and Assignee desire to purchase and accept the Engine and all Assignor's right, title and interest in, to and under the Lease.

WHEREAS, pursuant to a Bill of Sale, dated as of the date hereof, Assignor is selling the Assignee good title to the Engine.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment. Assignor hereby assigns the Lease, and all rights, claims, terms and interests of the Assignor under the Lease and the other Lease Documents (as defined in the Purchase Agreement), and in or to the Engine unto Assignee, its successors and assigns forever, excepting Seller's Retained Rights as set forth in the Purchase Agreement

Section 2. Assumption of Obligations. Assignee hereby assumes all obligations of Assignor under the Lease and the other Lease Documents arising from and after the date hereof, and agrees to keep and perform all of the covenants and obligations of the Assignor thereunder.

Section 3. Miscellaneous.

(a) This Assignment and Assumption of Lease VIII may be signed in one or more counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be considered an original hereof.

(b) The terms and provisions hereof shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

RESIDUAL BASED FINANCE CORPORATION

(Assignor)

By: 

Name: Vincent A. Kolber

Title: President

FIRST CAPITAL GROUP, INC.

(Assignee)

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

Name: Gary Millhollon

Title: President

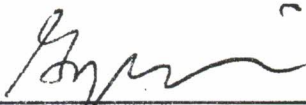


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

RESIDUAL BASED FINANCE CORPORATION  
(Assignor)

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

FIRST CAPITAL GROUP, INC.  
(Assignee)

By:  \_\_\_\_\_  
Name: Gary Millhollon  
Title: President

**Attachment 1 to**  
**Assignment and Assumption of Lease VIII**  
**Dated as of December 29, 2000**

**Complete Description of Lease**

Engine Lease Agreement VIII (**the "Lease"**), dated as of January 22, 1990, between Cirrus Capital Corporation of Florida ("**Cirrus**"), as lessor and Continental Airlines, Inc. ("**Continental**"), as lessee, with the following documents attached (i) Lease Supplement No.1 dated February 7, 1990 between Cirrus and Continental, (ii) Assignment of Lease Agreement and Consent VIII, dated as of July 30, 1990 between Cirrus as assignor and Pegasus Capital Corporation ("**Pegasus**") as assignee, and consented to by Continental, (iii) Security Agreement and Assignment of Lease VIII, dated as of July 30, 1990 between Pegasus and SANWA Business Credit Corporation ("**Sanwa**"), (iv) Security Agreement and Assignment of Lease Supplement No. VIII, dated as of July 30, 1990 between Pegasus and Sanwa which was recorded by the FAA as one document on August 3, 1990 and assigned Conveyance No. 257578;

As further assigned by Assignment and Assumption of Lease VIII, dated as of September 28, 1990, between Pegasus as assignor and Gilman Financial Services, Inc. ("**Gilman**") as assignee, which was recorded by the FAA on October 4, 1990 and assigned Conveyance No. D00260;

As amended by Amendment No. 1 to Engine Lease Agreement VIII, dated as of April 4, 1994, between Gilman as lessor and Continental as lessee, which was recorded by the FAA on June 15, 1994 and assigned Conveyance No. YY008431;

As further assigned by Assignment and Assumption of Lease VIII, dated as of May 28, 1998, between Gilman as assignor and Residual Based Finance Corporation ("**RBFC**") as assignee, which was recorded by the FAA on June 12, 1998 as Conveyance No. PP010078;

A further amended by Amendment to Engine Lease Agreement, dated as of January 7, 2000, between RBFC as lessor and Continental as lessee, which was recorded by the FAA on July 20, 2000 as Conveyance No. II018712

**ORIGINAL**  
TO BE RETURNED TO M&T

**Assignment and Assumption of Lease VIII**

RECORDED  
Federal Aviation Administration  
10-25-04 Time 3:46pm  
BR029921  
*Sheryl Huns*

This Assignment and Assumption of Lease VIII dated as of March 30, 2001 is between First Capital Group, Inc. ("Assignor") and First Bank ("Assignee").

WHEREAS, Assignor (as successor in interest to Cirrus Capital Corporation of Florida) is a party to that certain Engine Lease Agreement VIII dated as of January 22, 1990 (the "Lease") between Assignor, as lessor, and Continental Airlines, Inc., as lessee ("Lessee"), covering (1) CFM International model CFM56-3B1 engine bearing manufacturer's serial no. 720696 (the "Engine") more particularly described in the Lease, which Lease, together with Supplement No. 1 thereto, dated February 7, 1990 was recorded by the Federal Aviation Administration ("FAA") on August 3, 1990, as Conveyance Number 257578.

WHEREAS, Assignor desires to sell and assign, and Assignee desires to purchase and accept the Engine and all Assignor's right, title and interest in, to and under the Lease.

WHEREAS, pursuant to a Bill of Sale, dated as of the date hereof, Assignor is selling the Assignee good title to the Engine.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment. Assignor hereby assigns the Lease and the Operative Agreements (as defined in the Lease), and all rights, claims, terms and interests of the Assignor under the Lease, and in or to the Engine unto Assignee, its successors and assigns forever, excepting the right to payment of indemnities and liability insurance proceeds which are now or hereafter payable, solely in its capacity as Lessor under the Lease which indemnity payments and liability proceeds relate solely to events and losses occurring prior to the date hereof. Such assignment is effective, as to payments to be made to the "Lessor" under the Lease, as of the date hereof, and, for all other purposes, as of December 28, 2001 (the "Effective Date").

Section 2. Assumption of Obligations. Assignee hereby assumes all obligations of Assignor under the Lease and the Operative Agreements arising from and after the Effective Date, and agrees to keep and perform all of the covenants and obligations of the Assignor thereunder.

Section 3. Miscellaneous.

(a) This Assignment and Assumption of Lease VIII may be signed in one or more counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be considered an original hereof.



(b) The terms and provisions hereof shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

(c) This Assignment and Assumption of Lease VIII shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity, and performance.

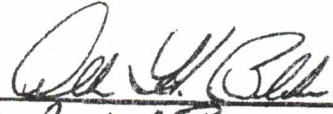
(d) Lessee shall be a third-party beneficiary hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FIRST CAPITAL GROUP, INC.  
(Assignor)

By: \_\_\_\_\_  
Name: Gary Millhollon  
Title: President

FIRST BANK

By:   
Name: David A. Baker  
Title: EXECUTIVE VICE PRESIDENT

(b) The terms and provisions hereof shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

(c) This Assignment and Assumption of Lease VIII shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity, and performance.

(d) Lessee shall be a third-party beneficiary hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FIRST CAPITAL GROUP, INC.

(Assignor)

By: 

Name: Gary Millhollon

Title: President

FIRST BANK

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

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

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

Attachment 1 to  
Assignment and Assumption of Lease VIII  
Dated as of March 30, 2001

Complete Description of Lease

Engine Lease Agreement VIII, dated as of January 22, 1990, between Cirrus Capital Corporation of Florida ("Cirrus"), as lessor and Continental Airlines, Inc. ("Continental"), as lessee, with the following documents attached (i) Lease Supplement No.1 dated February 7, 1990 between Cirrus and Continental, (ii) Assignment of Lease Agreement and Consent VIII, dated as of July 30, 1990 between Cirrus as assignor and Pegasus Capital Corporation ("Pegasus") as assignee, and consented to by Continental, (iii) Security Agreement and Assignment of Lease VIII, dated as of July 30, 1990 between Pegasus and SANWA Business Credit Corporation ("Sanwa"), (iv) Security Agreement and Assignment of Lease Supplement No. VIII, dated as of July 30, 1990 between Pegasus and Sanwa which was recorded by the FAA as one document on August 3, 1990 and assigned Conveyance No. 257578;

As further assigned by Assignment and Assumption of Lease VIII, dated as of September 28, 1990, between Pegasus as assignor and Gilman Financial Services, Inc. ("Gilman") as assignee, which was recorded by the FAA on October 4, 1990 and assigned Conveyance No. D00260;

As amended by Amendment No. 1 to Engine Lease Agreement VIII, dated as of April 4, 1994, between Gilman as lessor and Continental as lessee, which was recorded by the FAA on June 15, 1994 and assigned Conveyance No. YY008431;

As further assigned by Assignment and Assumption of Lease VIII, dated as of May 28, 1998, between Gilman as assignor and Residual Based Finance Corporation ("RBFC") as assignee, which was recorded by the FAA on June 12, 1998 as Conveyance No. PP010078;

A further amended by Amendment to Engine Lease Agreement, dated as of January 7, 2000, between RBFC as lessor and Continental as lessee, which was recorded by the FAA on July 20, 2000 as Conveyance No. II018712; and

As further assigned by Assignment and Assumption of Lease VIII, dated as of December 29, 2000, between RBFC, as assignor, and First Capital Group, Inc., as assignee, which has been filed for recordation with the FAA simultaneously herewith





RELEASE

The undersigned hereby releases and terminates that certain Aircraft Chattel Mortgage, Security Agreement and Assignment of Rents – (720696) dated as of April 7, 2000, between Residual Based Finance Corporation and Fifth Third Bank, Chicago (formerly Old Kent Bank), recorded by the Federal Aviation Administration on May 5, 2000, as Conveyance No. II017808 (collectively the "Security Agreement") and releases any and all collateral from the terms of the Security Agreement.

Dated this 29th day of June 2004.

Fifth Third Bank

By: [Signature]  
Title: COMMERCIAL OFFICER

RECORDED  
JUN 10 2 50 PM  
FEDERAL AVIATION ADMINISTRATION  
K R 0 2 9 9 2 4  
BY: [Signature]

and assigned Conveyance No. YY008431; as further assigned by Assignment and Assumption of Lease VIII dated as of May 28, 1998, between Gilman, as assignor, and RBFC, as assignee, which was recorded by the FAA on June 12, 1998 as Conveyance No. PP010078; as further amended by Amendment to Engine Lease Agreement, dated as of January 7, 2000, between RBFC, as lessor, and Continental, as lessee, which was recorded by the FAA on July 20, 2000 as Conveyance No. II018712;

- (b) Assignment and Assumption of Lease VIII dated as of March 30, 2001 between First Capital, as assignor, and First Bank, as assignee, assigning the Lease, as assigned and amended;
- (c) FAA Lease Termination dated September 24, 2004 by First Bank, as lessor, and Continental, as lessee, terminating the Lease as assigned and amended;
- (d) FAA Release dated September 24, 2004 by Heller Financial, Inc. ("Heller") releasing the Engine from the terms and conditions of that certain Security Agreement (720696/708465) dated as of September 30, 1998 between RBFC, as borrower, and Heller, as lender, recorded by the FAA on November 18, 1998 as Conveyance No. H95688; and
- (e) Release dated June 29, 2004 by Fifth Third Bank releasing the Engine from the terms and conditions of that certain Aircraft Chattel Mortgage, Security Agreement and Assignment of Rents - (720696) dated as of April 7, 2000, between RBFC and Fifth Third Bank, Chicago (formerly Old Kent Bank), recorded by the FAA on May 5, 2000 as Conveyance No. II017808.

Upon recordation of the above-described instruments, I will return them to you with complete FAA filing and recording information thereon. In the interim, if you have any questions, please feel free to call.

SDM