

FRONTIER.

Frontier Airlines, Inc.
Frontier Center One
7001 Tower Road
Denver, CO 80249

P 720.374.4200
F 720.374.4375

frontierairlines.com

To: Whom it may concern.

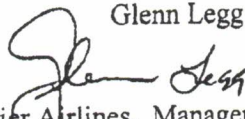
From Glenn Legg
Frontier Airlines Powerplant Engineering Manager
7001 Tower Rd.
Denver, Co. 80249-7312

Part Number : CFM56-3B2 Serial Number: 721397

Date: January 7, 2005

I hereby certify that the engine serial number 721397 has not been subjected to severe stress or heat, has not been in a major accident or Fire, has not been subject to a major engine failure and was not obtained from or operated by any Government or Military source. Frontier Airlines uses MOBIL Jet II in the engine and accessories.

There were no open items at the time of removal, the engine was maintained and operated in accordance with the aircraft maintenance manual and OEM practices. At the time of removal there were no applicable pireps or maintenance actions.

Glenn Legg

Frontier Airlines, Manager
Powerplant Engineering

A whole different animal.

**Apollo Aviation Capital, L.L.C.
848 Brickell Avenue, Suite 915
Miami, Florida 33131**

24 March 2005

Mr. Andrew Toutt
Executive Vice-President
GA Telesis Turbine Technologies, L.L.C.
5400 NW 35th Avenue
Fort Lauderdale, Florida 33309

Re: CFMI CFM56-3B2 Engine, ESN 721397

Dear Mr. Toutt,

This letter is to confirm that Apollo Aviation Capital, L.L.C. ("AAC"), the owner of the above captioned engine, has consigned the same to GA Telesis Turbine Technologies, L.L.C.

Please confirm the above with your signature below.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'RK' or similar, written over a horizontal line.

Robert Korn
President

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 45th 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.

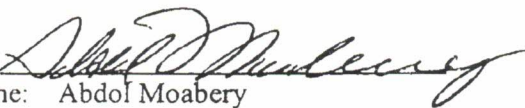
"Consignment Addendum" means a consignment addendum in the form of Exhibit "A" attached hereto which has been signed by the Consignor and GAT and the blanks of which have been completed, pursuant to which, among other things, certain airframes, aircraft engines, aviation parts or aviation components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

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

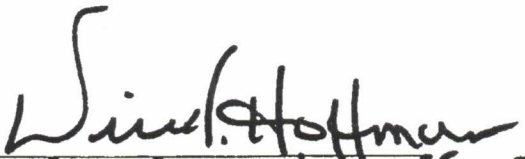
WGH
A

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 May **13**, 2004 between GA Telesis Turbine Technologies, L.L.C. and Apollo Aviation Capital, L.L.C.

Addendum No. 6

Apollo Aviation Capital, L.L.C. Transaction HA - 26

Date: 13 December 2004

Equipment:

One CFMI CFM56 – 3B2, ESN 721397

Compensation Fee:

[REDACTED] On Engine Lease Management (Daily rate and hourly utilization).

[REDACTED] on Engine LLP and Material Sales if disassembled.

Originator:

Apollo Aviation Capital, L.L.C.

Special Arrangements:

None

Notes:

None

GA Turbine Technologies, L.L.C.

By: 

Name: **Abdul Moabery**

Title: **President & CEO**

Apollo Aviation Capital, L.L.C.

By: 

Name: **William J. Hoffman**

Title: **Chief Operating Officer**

WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT FRONTIER AIRLINES, INC. (the "Seller"), a corporation organized and existing under the laws of the State of Colorado, is the owner of the full legal and beneficial title to the equipment (the "Equipment") described on Annex I hereto:

THAT the Seller, in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by Apollo Aviation Capital, L.L.C. (the "Purchaser") the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, transfers and sets over unto the Purchaser all of the Seller's right, title and interest in the Equipment with all rights and privileges of ownership thereof.

THAT the Seller hereby warrants to the Purchaser, its successors and assigns, that there is hereby conveyed to the Purchaser on the date hereof good and marketable title to the Equipment, free and clear from all liens, charges and encumbrances of any nature whatsoever. The Seller agrees with the Purchaser and its successors and assigns that it will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale shall be governed by the laws of the State of New York (without regard to any conflicts of law rules which might result in the application of the laws of any other jurisdiction).

IN WITNESS WHEREOF, this Bill of Sale has been duly executed this 16th day of
December, 2004.

FRONTIER AIRLINES, INC.

By: Paul H. Tate

Name: Paul H. Tate

Title: SR. VP + CFO

ANNEX I TO BILL OF SALE

THE EQUIPMENT

Engine:

One (1) CFM International Model CFM56-3B2 engine bearing
Manufacturer's Serial No. 721397 in full QEC configuration less the
thrust link evener bars

The logs, manuals and records related thereto

ENGINE SALE AGREEMENT 721397 Execution Copy - 011204.doc

CK
HKT



1211 Avenue of the Americas
New York, NY 10036

February 12, 2005

Mark Brown
Apollo Aviation
Miami, Florida

Subject : CFM56-3B2, ESN-721397

Dear Mr. Brown,

The reference Engine was installed in Miami onto B737-3B7, MSN-23859 with registration N524AU for the purpose of ferrying the Airplane from Miami to Costa Rica for maintenance. The Engine was removed from the Airplane after having flown 3:05 hours and 01 cycle, (see attached Aircraft Technical Log Sheets.) Neither the Airplane nor the subject Engine were involved in any accident or incident. The subject Engine did not experience any salt water intrusion, any over-temperature operation nor was it subject to any fire damage.

Please feel free to contact me if you require any further details.

Sincerely,


J. Michael Walling
VP/Aerospace