



Líneas Aéreas Azteca

México, D. F., march 21 th , 2005

TO WHO MAY IT CONCERN:

During Líneas Aéreas Azteca operation, from jun 14, from 2003 until to present date, the engine CFM 56-3B2 s/n 725139, **has not been involved in any incident or accident and was not altered from the original design and all routine maintenance services were performed in accord with the manufacture's maintenance manual. The engine was not operated by any government or military during the lease term.**

Ing. Raul Herrera

Quality Assurance and Control Manager

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
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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. 4

Apollo Aviation Capital, L.L.C. Transaction HA - 23

Date: 30 August 2004

Equipment:

Three (3) CFM56-3B-2s, ESN 722280, 725139 and 722272

Compensation Fee:

Five Percent (5%) On Engine Lease Management (Daily rate and hourly utilization).

Twenty Percent (20%) on Engine LLP and Material Sales if disassembled.

Originator:

GA Telesis Turbine Technologies, L.L.C.

Special Arrangements:

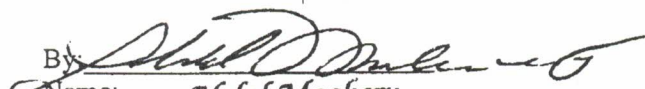
None

Notes:

ESN 722280 and ESN 725139 on lease to Delta Air Lines. ESN 722272 at GATT warehouse marketed for lease.

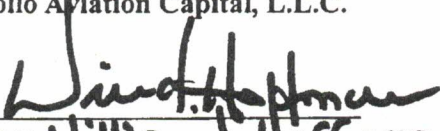
Engines purchased from Republic Financial Corporation.

GA Telesis Turbine Technologies, L.L.C.

By: 
Name: Abdol Moabery
Title: President & CEO

Apollo Aviation Capital, L.L.C.

By:



Name:

William D. Hoffman

Title:

Chief Operating Officer

ENGINE LEASE

By and Between

LINC 737, LLC
c/o Republic Financial Corporation
3300 S. Parker Road, Suite 500
Aurora, Colorado 80014
(Lessor)

and

DELTA AIR LINES, INC.
1775 Aviation Blvd
Atlanta, Georgia, 30354
(Lessee)

Dated as of

June 25, 2003

Regarding the Lease of One (1) CFM International CFM56-3B2 Engine,
Bearing Manufacturer's Serial Number 725139

ENGINE LEASE AGREEMENT

THIS ENGINE LEASE AGREEMENT (this "Lease") is made and entered into this 25th day of June 2003, by and between LINC 737, LLC, a Delaware Limited Liability Company ("Lessor"), and Delta Air Lines, Inc., a corporation organized under the laws of the state of Georgia ("Lessee").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. LEASE OF ENGINE

Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, upon the terms and subject to the conditions set forth in this Lease, one (1) CFM International CFM56-3B2 Engine in QEC configuration as described in Exhibit A attached hereto (the "Engine").

2. TERM

This Lease shall commence on June 24, 2003 or such later date as agreed to in writing by the parties hereto (the "Delivery Date") and shall continue until and including September 21, 2003, and this Lease shall renew automatically for one month periods thereafter unless a party hereto provides a one-month written notice of termination of this Lease to the other party hereto (the "Term").

3. DELIVERY, INSPECTION BY LESSEE, ACCEPTANCE AND INSTALLATION

A. Delivery. Lessor shall deliver the Engine in "As Is Condition" to Lessee on the Delivery Date at the location specified in Exhibit A hereto, except that the Engine shall have affixed a FAA 8130 serviceable tag. Lessee shall install the Engine on that certain 737-3K9 aircraft bearing manufacturer's serial number 24214, and current registration XA-AAV, or such other aircraft that Lessor has consented to in writing (the "Aircraft").

B. Delivery Receipt. Lessee shall deliver to Lessor an acceptance certificate for the Engine substantially in the form of Exhibit B hereto, duly executed by an authorized representative of Lessee upon delivery of the Engine.

C. Conditions Precedent to Delivery. Delivery by Lessor is subject to receipt by Lessor, prior to delivery, of the following:

- (i) the first month's Basic Rent; and

permit any lien, claim, mortgage, or encumbrance ("Non-Permitted Liens") except those liens, such as maintenance arising by or through Lessor to attach to the Engine. Lessee shall not install the Engine or any airframe owned by or subject to a mortgage, lien or other encumbrances in favor of any third party unless third party shall have effectively agreed in writing (which agreement may be contained in the lease, mortgage or other agreement covering such airframe) that neither it nor its successors and assigns will acquire or claim any right, title or interest in or lien on the Engine by reason of the Engine being installed on such airframe. Lessee will indemnify Lessor for any damages suffered by Lessor, including costs and expenses incident thereto, occurring as a result of any such Non-Permitted Lien. Lessee's rights will be solely those of a lessee and nothing contained herein is intended or will be interpreted as granting to Lessee any other right, title, or interest in or to the Engine, whether legal or equitable. Lessor will affix a clearly visible placard to the Engine and Lessee will assure that such placard remains attached to the Engine throughout the Term, such placard to read:

"THIS ENGINE IS OWNED BY LINC 737, LLC"

So long as no Lessee event of default has occurred and is continuing, Lessee shall have the right to quiet enjoyment of the Engine during the Term of the Lease.

18. TAXES

The charges set forth herein and in each Lease, including the daily rent and the Supplemental Rent, do not include the amount of any duties, charges, imposts, or sales, use, excise, transfer, gross receipts, or any other taxes or charges which may be imposed by any governmental jurisdiction in connection with the lease of Engine. Lessee will indemnify, defend, and hold Lessor harmless from and against any and all taxes of whatsoever kind or nature, including costs or expenses incurred in connection therewith, except taxes based on the net income of Lessor, which may be assessed against, chargeable to, or collectible from either Lessee or Lessor by any taxing authority, foreign, federal, state, or local, and which are based upon, levied, or assessed with respect to the lease of Engine or the operation, possession or use of such Engine while under this Lease. Upon demand of any governmental authority for payment of any such tax or charge, Lessor will immediately notify Lessee and Lessee will pay the same; provided, however, that in the event that Lessor is required to pay the same, Lessor will invoice Lessee for the amount of such tax or charge paid by it and Lessee will immediately reimburse Lessor for such amount. Lessee may contest payment of any such tax or charge or may request Lessor to pay same under protest on Lessee's behalf.

19. SUBLEASES AND ASSIGNMENTS

Lessor shall have the right to novate or assign the Lease, and Lessee shall execute such reasonable documents as are necessary to effectuate such novation or assignment. Lessor shall be responsible for the reasonable cost incurred by the Lessee during such novation or assignment. Without the prior written consent of the Lessor, which shall

not be unreasonably withheld, Lessee shall not assign the Lease in whole or in part, nor shall Lessee sublease the Engine or otherwise relinquish possession thereof to anyone other than Lessor for any purpose except with the prior written consent of Lessor, and any such attempted assignment or sublease by Lessee will be null and void. Lessor hereby consents to the sublease of the Engine leased by Lessee hereunder to Azteca Airlines on the same terms and conditions as set forth herein; provided that Lessee continues to perform all of its obligations hereunder and agrees to indemnify Lessor for all claims arising out of such sublease.

20. RETURN OF ENGINE

Lessee will perform or cause to be performed on the Engine, immediately prior to its return to Lessor, a full (compressor and turbine section) borescope inspection and a full performance test cell run or equivalent MPA (Max Power Assurance) run. Lessee will provide Lessor with at least three (3) business days' advance written notice of such Engine inspection and test so that Lessor may have the opportunity to witness same. If the borescope inspection or MPA run identifies an Engine defect, Lessee will immediately notify Lessor of the findings. In the event rehabilitation or repairs are necessary to return the Engine in prescribed condition, the Term shall be deemed extended for the period of time required to accomplish such rehabilitation, repairs and correction. Such rehabilitation, repairs and correction shall be at the sole cost and expense of Lessee.

Upon termination of the Lease, Lessee will unconditionally surrender and deliver the leased Engine with its records and documentation, including all records and documentation generated by Lessee during the Term of the Lease, to Lessor at the Redelivery Location. Such redelivery shall be done at Lessee's expense and Lessee shall bear all risk of loss until Engine is returned and accepted by Lessor.

21. TERMINATION AND ADDITIONAL ASSURANCES

If Lessee fails to perform its obligations under this Lease, Lessor may repossess the Engine and terminate the Lease. The right of each party to require strict performance of any obligations hereunder will not be affected in any way by any previous waiver, forbearance, or course of dealing.

If Lessee becomes insolvent, if Lessor reasonably suspects that Lessee is not paying its bills when due without just cause, if a receiver of Lessee's assets is appointed, if Lessee takes any step leading to its cessation as a going concern, or if Lessee either ceases or suspends operations for reasons other than a strike, Lessor may elect to terminate this Lease with five (5) days notice to Lessee unless Lessee has given Lessor adequate assurance of Lessee's ability to perform its obligations hereunder. Any repossession effected under this Section shall be at the sole expense of Lessee.

22. DEFAULT BY LESSEE

SO AGREED:

LESSOR:

LINC 737, LLC

a Delaware limited liability company

By: LINC CAPITAL, INC., its Manager

Susan K. Maguire

By: Susan K. Maguire

Its: Vice President

LESSEE:

DELTA AIR LINES, INC.

A corporation organized under the
laws of the state of Georgia

By:

Its:

SO AGREED:

LESSOR:

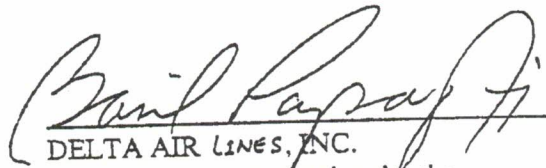
LINC 737, LLC

A Delaware Limited Liability Company

By:

Its:

LESSEE:

A handwritten signature in cursive script, appearing to read "Basil Papayoti", is written over a horizontal line.

DELTA AIR LINES, INC.

A corporation organized under the
laws of the Georgia

By: *Basil Papayoti*

Its: Director - Technical Sales & Marketing



Líneas Aéreas Azteca

Mexico City, July 20, 2005

TO WHOM IT MAY CONCERN:

Hereby, I certify, that engine ESN 725139, during its operations in Lineas Aereas Azteca was operated on the following aircrafts and at the indicated thrust ratings:

AIRCRAFT	ESN	DATE	TT	TC	ACTION	THRUST RATING (POUNDS)
XA-AAV	725139	27/JUN/2003	39201	24401	INSTALLED	22100
XA-AAV	725139	6/DEC/2003	40837	25216	REMOVED	22100
XA-TWG	725139	8/DEC/2003	40837	25216	INSTALLED	22100
XA-TWG	725139	21/MAR/2005	44771	27957	REMOVED LEASE RETURN	22100

Sincerely

ING. RAUL HERRERA PACHECO
QUALITY ASSURANCE AND CONTROL MANAGER

BILL OF SALE

For \$10.00 in hand paid to LINC 737, LLC ("Seller"), a Delaware limited liability company, by Apollo Aviation Capital, L.L.C. (the "Buyer"), a Delaware limited liability company, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Seller hereby sells, assigns and conveys to the Buyer the following described used aircraft engines (collectively the "Engines"):

<u>Engine Model</u>	<u>Manufacturer's Serial No.</u>
CFM International Inc. Model CFM56-3B2	725139
CFM International Inc. Model CFM56-3B2	722272
CFM International Inc. Model CFM56-3B2	722280

Together with all logs, manuals and records relating to the Engines (collectively, the "Technical Records" and together with the Engines being hereinafter collectively referred to as the "Equipment"). This Bill of Sale is being delivered by the Seller to the Buyer pursuant to that certain Aircraft Engine Sale Agreement (the "Aircraft Engine Sale Agreement") dated August 30, 2004, between the Seller and the Buyer. Capitalized terms used herein unless otherwise defined herein shall have the meanings ascribed to such terms in the Sale Agreement pertaining to the Equipment.

The Seller hereby warrants to the Buyer that, at the time of the making and delivery of this Bill of Sale, the Seller is the owner of good title to the Equipment and that each of the Engines and all of the Technical Records are free and clear of all liens, security interests, encumbrances and claims of third parties, except for those arising by or through the Leases, the Buyer and for taxes to be paid by the Buyer in accordance with the Sale Agreement. The Seller hereby covenants with the Buyer to defend the sale, assignment and conveyance of the Equipment to the Buyer against anyone claiming or having any right, title or interest therein or any lien, security interest, encumbrance or lease thereon contrary to the express warranties of the Seller set forth in this paragraph.

EXCEPT AS IS SPECIFICALLY SET FORTH IN SECTION 8.1 OF THE AIRCRAFT ENGINE SALE AGREEMENT AND IN THIS BILL OF SALE AND THE ASSIGNMENT AND ASSUMPTION AGREEMENT, AS DEFINED IN THE AIRCRAFT ENGINE SALE AGREEMENT THE ENGINES AND THE TECHNICAL RECORDS ARE BEING SOLD, PURCHASED AND DELIVERED "AS IS, WHERE IS," WITH ALL

FAULTS AND WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY NATURE WHATEVER OR HOWEVER ARISING (INCLUDING WITHOUT LIMITATION, UNDER LAW OR IN CONTRACT OR EQUITY), AND THE SELLER HEREBY SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR COVENANT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLER HEREBY DISCLAIMS AND THE BUYER HEREBY WAIVES AND RELEASES SELLER WITH RESPECT TO ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF (A) VALUE, MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE OF ANY ENGINE, ANY PART THEREOF OR ANY TECHNICAL RECORD, (B) THE ACCURACY, COMPLETENESS OR EFFECT OF ANY OF THE TECHNICAL RECORDS OR ANY TRANSLATION THEREOF, (C) THE CONDITION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR AIRWORTHINESS OF ANY ENGINE OR ANY PART THEREOF, (D) COURSE OF DEALING OR FAIR TRADE OR USAGE, (E) FREEDOM OF ANY ENGINE, ANY PART THEREOF OR TECHNICAL RECORD FROM INFRINGEMENT (OR ANY CLAIM THEREOF) OF PATENT, TRADEMARK, TRADE NAME, COPYRIGHT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT, OR (F) CONFORMITY OF ANY ENGINE, PART THEREOF OR ANY TECHNICAL RECORD WITH ANY PLANS, SPECIFICATIONS, DESIGN, LAW OR GOVERNMENTAL RULE OR REGULATION.

THIS BILL OF SALE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO RULES PERTAINING TO CONFLICTS OF LAWS.

This Bill of Sale will be binding upon the Seller and the Buyer and will inure to the benefit of their respective successors and assigns.

Dated as of August 30, 2004.

LINC 737, LLC, a Delaware limited liability company

By: Robert S. Possehl
Name: Robert S. Possehl
Title: Vice President

DELIVERY RECEIPT

Pursuant to that certain Aircraft Engine Purchase Agreement dated August 30, 2004, between LINC 737, LLC (the "Seller"), a Delaware limited liability company, and Apollo Aviation Group (the "Buyer"), a company organized under the laws of Florida, the Buyer hereby unconditionally and irrevocably acknowledges and accepts the physical receipt from the Seller of the following described used aircraft engines together with all Technical Documents (as defined in the said Aircraft Engine Purchase Agreement) pertaining to the Engines, "AS IS, WHERE IS," with all faults, as being in accordance with the said Aircraft Engine Purchase Agreement. The Engines are described as follows:

<u>Engine Model</u>	<u>Manufacturers Serial No.</u>
CFM International Inc. Model CFM56-3B2	725139
CFM International Inc. Model CFM56-3B2	722272
CFM International Inc. Model CFM56-3B2	722280

THIS DELIVERY RECEIPT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE RULES PERTAINING TO CONFLICTS OF LAWS.

This Delivery Receipt will be binding upon the Seller and the Buyer and will enure to the benefit of their respective successors and assigns.

Dated as of August 30, 2004.

APOLLO AVIATION CAPITAL, LLC, a
Delaware limited liability company

By: 

Name: Robert Korn

Title: President

LINC 737, LLC
c/o Republic Financial Corporation
3300 South Parker Road
Aurora, Colorado 80014-3502

August 30, 2004

Delta Air Lines, Inc.
1775 Aviation Boulevard
P.O. Box 20706
Atlanta, Georgia 30320
Attn: Harold G. Ballou, Account Manager
Technical Sales and Marketing

Re: Engine Lease Agreement dated as of June 25, 2003 between LINC 737, LLC and Delta Air Lines, Inc., as supplemented by Engine Acceptance Receipt dated June 25, 2003 (collectively, the "Lease") relating to One CFM International Inc. Model CFM56-3B2 Engine Bearing Manufacturer's Serial Number 725139 (the "Engine")

Dear Sir/Madam:

Reference is made to the Lease and to the Engine. Linc 737, LLC (the "Prior Owner") and Apollo Aviation Capital LLC, a Delaware limited liability company (the "New Owner") hereby notify Delta Air Lines, Inc. that: (a) on and as of the date hereof, the Prior Owner has sold all of its right, title and interest in and to the Engine to the New Owner and (b) the Prior Owner has assigned all of its rights and all of its obligations arising on or after the date hereof to the New Owner pursuant to the Assignment and Assumption Agreement dated the date hereof between the Prior Owner and the New Owner, a copy of which is attached hereto.

The Prior Owner and the New Owner hereby further notify and direct the Lessee, as follows:

1. On and after the date hereof, all payments under the Lease which are due and payable by the Lessee shall be made to the following account:

Bank Name:	Total Bank
Bank Address:	Brickell Branch 1110 Brickell Avenue Miami, Fla. 331313132
ABA no.:	066009155
Account Name:	Apollo Aviation Capital Management, LLC
Account No.:	5110134506
Reference:	Engine 725139

2. All notices which are to be sent to the "Lessor" under the Lease shall be sent to the following address:

Apollo Aviation Capital LLC
848 Brickell Avenue, Suite 915
Miami, Florida 33131
Attention: Robert Korn
Telephone: 305 579-2340
Telefax: 305 579-2342

3. On and after the date hereof, the New Owner shall be the "Lessor" for all purposes of the Lease, other than those obligations of the "Lessor," if any, arising on or prior to the date hereof, for which the Prior Owner will continue to be liable.

4. The New Owner shall be named as an additional insured under all liability insurance policies maintained by Lessee pursuant to the terms of the Lease and the New Owner shall be listed as the sole loss payee for all risk "hull" insurance coverage maintained with respect to the Engine pursuant to the terms of the Lease. The Prior Owner shall continue to be named as an additional insured for all purposes of the liability insurance policies maintained by Lessee pursuant to the terms of the Lease.

5. The placard maintained on the Engine pursuant to Section 17 of the Lease shall be changed to read:

"THIS ENGINE IS OWNED BY APOLLO AVIATION CAPITAL LLC"

LINC 737, LLC

By: Robert S. Paul

Name: ROBERT S. POSEHL

Title: V.P.

APOLLO AVIATION CAPITAL LLC

By: _____

Name: _____

Title: _____

LINC 737, LLC

By: _____

Name: _____

Title: _____

APOLLO AVIATION CAPITAL, LLC,

By: 

Name: Robert Korn

Title: President

FORM BILL OF SALE
[N412US]

MOJAVE SEVEN, LLC, a Delaware limited liability company ("Seller"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby sells to LINC 737, LLC, a Delaware limited liability company ("Purchaser"), all of its right, title and interest in and to the Boeing 737 aircraft described in Attachment 1, together with all parts, components, equipment, instruments, appliances, avionics, radio and radar devices, accessories and loose equipment as originally installed or installed as replacements and improvements and all manuals and technical records pertaining to said aircraft (as defined in the Purchase Agreement between Seller, Wachovia Bank, National Association not in its individual capacity but as secured party in possession for and on behalf of the Certificate Holders and solely as Equipment Trust Trustee or Indenture Trustee under certain Equipment Trusts or an Indenture Trust, as Trustee, Purchaser and Republic Financial Corporation as guarantor dated March 13, 2003, "Manuals and Technical Records") (said aircraft, engines, parts, components, equipment, instruments, appliances, avionics, radio and radar devices, accessories and loose equipment as originally installed or installed as replacements and improvements and all Manuals and Technical Records being hereinafter collectively called the "Aircraft").

Except as expressly set forth below, and notwithstanding the form of the FAA Bill of Sale for the Aircraft delivered by Seller to Purchaser, THE AIRCRAFT IS SOLD ON AN "AS IS, WHERE IS" BASIS AND SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO: THE TITLE, MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, AIRWORTHINESS, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR A PARTICULAR PURPOSE OR A PARTICULAR USE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT AND ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER, WHETHER FOR CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE SALE, USE OR OPERATION OF THE AIRCRAFT OR OTHERWISE, ARE EXCLUDED BY SELLER AND WAIVED BY PURCHASER.

SELLER hereby represents and warrants that the Aircraft is free from any and all liens and encumbrances and claims of third parties that have been created by Seller, that Seller has the right to sell and does hereby convey to Purchaser all of Seller's right, title and interest in and to the Aircraft and that Seller will warrant and defend such sale of all of Seller's right, title and interest in and to the Aircraft against the claims and demands of all persons (other than any claims or demands created by or through Purchaser).

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IN WITNESS WHEREOF, Seller has caused these presents to be signed by its duly authorized officer as of the 26th day of March, 2003.

MOJAVE SEVEN, LLC, a Delaware limited liability company

By: Robert L. Bice II
Printed Name: Robert L. Bice II
Title: Manager

Attachment 1 to Form Bill of Sale
Description of Aircraft
[N412US]

AIRCRAFT REGISTRATION MARK: N412US
MODEL NUMBER: Boeing 737-400
SERIAL NUMBER: 23881
together with two CFM International model CFM 56-3B2 rated engines bearing manufacturer's serial numbers 722327 and 725139