



To Whom It May Concern:

To the best of my knowledge, during the period of operation by Air Luxor, 2- CFM56-5A ESN 731135 & 731139 were not involved in any accident/incident or subjected to severe impact, stress, heat or fire.

The engines have not been operated by any government or military entities and were operated at 5A1 thrust.

ESN 731139

TSN @ Phase in: 32454

CSN @ Phase in: 18265

TSN @ Phase out: 38811

CSN @ Phase out: 21736

ESN 731135

TSN @ Phase in: 32029

CSN @ Phase in: 17480

TSN @ Phase out: 36193

CSN @ Phase out: 19641

Sign:

Date:

18/sept/2006

Title:

Technical Director

July 23, 2008

**NON INCIDENT / ACCIDENT STATEMENT
AIRCRAFT & ENGINES**

To Whom It May Concern:

Global Aircraft Services, previously named Global Aircraft Delivery, Inc. hereby confirms that AWAS contracted Global to accomplish the ferry flight of MSN 023, an A320-200 aircraft from Orly Airport, Paris, France to the Aeroframe Services facility in Lake Charles, LA, USA on 19 and 20, September 2006. During the accomplishment of this ferry flight, the aircraft and engines as listed below were not involved in any incidents, accidents, fire damage or repairs.

19 September 2006 – Orly Airport, Paris, France

Airframe	Total Hours: 45,868	Total Cycles: 25,365
ESN 731139	Total Hours: 38,811	Total Cycles: 21,736
ESN 731135	Total Hours: 36,193	Total Cycles: 19,641

20 September 2006 – Lake Charles, LA, USA

Airframe	Total Hours: 45,881	Total Cycles: 25,368
ESN 731139	Total Hours: 38,824	Total Cycles: 21,739
ESN 731135	Total Hours: 36,206	Total Cycles: 19,644

Regards,



Marshall Frantz
General Manager
Global Aircraft Services, Inc.

BILL OF SALE

In consideration of Ten (\$10) Dollars and other good and valuable consideration, receipt of which is acknowledged, MSA I, a Delaware Statutory Trust ("Seller"), hereby grants, bargains, sells and assigns to GA Telesis, LLC, a Florida limited liability company ("Buyer"), its successors and assigns, "AS-IS, WHERE IS", all Seller's right, title and interest in and to the following airframe, engines, parts and equipment, and Technical Records (collectively, the "Aircraft") pursuant to Purchase Agreement, dated as of December 14, 2006 (the "Purchase Agreement"), between Buyer and Seller (and capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement):

(a) (i) one used Airbus Model A320-200 aircraft bearing manufacturer's serial no. 023 and FAA registration number/mark N230AN (ii) any and all Parts (as defined in the Purchase Agreement) (collectively, the "Airframe");

(b) two (2) used CFM International Model CFM56-5A1 aircraft engines bearing manufacturer's serial nos. 731139 and 731135, respectively, together with all Parts (collectively, the "Engines"); and

(c) all Technical Records (as defined in the Purchase Agreement) with respect to the Airframe and Engines.

Seller warrants to Buyer and its successors and assigns that Seller is the lawful owner of the Aircraft and that Seller hereby vests in Buyer good and marketable title to the Aircraft, free and clear of all Liens. Seller agrees to defend the good and marketable title of Buyer to the Aircraft against the claims of any Person whosoever.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale this ____ day of December, 2006.

MSA I, Seller

By: 

Name: Kim Werderman Karavasilis

Title: Vice President

LEASE AGREEMENT

between

MSA I,

A Delaware Statutory Trust,

LESSOR

and

ANSETT WORLDWIDE AVIATION UK LIMITED,

An English Limited Liability Company,

LESSEE

Dated as of

November 14, 2003

One Used Airbus Model A320-200 Aircraft

Manufacturer's Serial Number 023

LEASE AGREEMENT

This Lease Agreement, dated as of November 14, 2003, is entered into by and between MSA I, a Delaware statutory trust, having a place of business at c/o Ansett Worldwide Aviation Services, Inc., 445 Park Avenue, 20th Floor, New York, New York 10022 (herein called "Lessor"), and Ansett Worldwide Aviation UK Limited, a company incorporated with limited liability under the laws of England, having a mailing address at 14 Floral Street, 3rd Floor, London WC2E 9DS, United Kingdom (herein called "Lessee").

RECITALS

Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee the Aircraft described herein upon and subject to the terms and conditions of this Lease. In consideration of the mutual promises herein, Lessor and Lessee agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS. The following terms shall have the following meanings and shall be equally applicable to both the singular and the plural forms of the terms defined herein:

"Aeronautics Authority" means the Instituto Nacional de Aviacao Civil of the Country of Registration, or any successor thereof, and any other person, entity, governmental department, bureau, commission or agency which from time to time has control over civil aviation or the registration, airworthiness or operation of aircraft in the Country of Registration (including the European Aviation Safety Agency).

"Aircraft" means the Airframe to be leased hereunder, together with each Engine installed on the Airframe when delivered and leased hereunder (or any engine substituted for any such Engine pursuant to the terms of this Lease), whether or not any of such initial or substituted Engines may from time to time be installed on the Airframe or on any other aircraft.

"Airframe" means (i) the used Airbus Model A320-200 aircraft bearing Manufacturer's Serial No. 023, excluding any Engines or other engines that may be installed on such aircraft from time to time, leased by Lessor to Lessee hereunder; and (ii) any and all Parts, so long as the same shall be incorporated in or installed on or attached to the Airframe or so long as title thereto shall remain vested in Lessor in accordance with the terms of Article 6 hereof after removal from the Airframe.

"Approved Maintenance Performer" means any maintenance performer satisfactory to Lessor and holding all necessary approvals of the Aeronautics Authority and the JAA (JAR145) and FAA (FAR145) for the performance of the maintenance tasks to be performed in respect of the Airframe, Engines and Parts (including the APU or Landing Gear).

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Sublease Agreement to be duly executed by their authorized officers or representatives as of the day and year first above written.

LESSOR:

MSA I

WITNESS:



By: James M. Mahan
Title: Attorney in Fact

LESSEE:

ANSETT WORLDWIDE AVIATION UK
LIMITED

WITNESS:



By: James M. Mahan
Title: Attorney in Fact

LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT, dated May 14, 2004, between MSA I (the "Lessor") and Ansett Worldwide Aviation UK Limited (the "Lessee").

Lessor and Lessee have heretofore entered into a Lease Agreement dated as of November 14, 2003 (herein the "Lease Agreement" and the terms defined therein being herein used with the same meaning), which Lease Agreement provides for the execution and delivery of a Lease Supplement, substantially in the form hereof for the purpose of leasing a specific Aircraft under the Lease Agreement as and when delivered by Lessor to Lessee in accordance with the terms thereof.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

(1) Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease Agreement, the following described used Airbus Model A320-200 aircraft and engines (hereafter, the "Delivered Equipment"):

(i) Airframe: Portuguese Registration Mark CS-TQH; Manufacturer's Serial No. 023; and

(ii) Engines: Two used CFM International Model CFM 56-5A1 engines, rated at 25,000 lbs. thrust, bearing, respectively, manufacturer's serial numbers 731135 and 731139.

(2) The Delivery Date of the Delivered Equipment is the date of this Lease Supplement set forth in the opening paragraph hereof.

(3) The Term for the Delivered Equipment shall commence on the Delivery Date therefor and shall end on November 13, 2006.

(4) Lessee hereby confirms its agreement to pay Lessor Rent with respect to the Delivered Equipment throughout the Term therefor in accordance with the terms of the Lease Agreement.

(5) The fuel in the fuel tanks of the Aircraft on the Delivery Date is 4640 kgs.

(6) Lessee hereby confirms to Lessor that the Airframe and Engines described above have been duly marked as showing Lessor's title thereto and Lessor's and Lessee's interest therein in accordance with the terms of the Lease Agreement and that Lessee has accepted the Delivered Equipment for all purposes of the Lease Agreement, including its being airworthy, in accordance with specifications, in good working order and repair and without defect or inherent vice in title, condition, design, operation or fitness for use, whether or not discoverable by Lessee as of the date hereof, and free and clear of all Liens; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee

or Lessor may have with respect to the Delivered Equipment as against Manufacturer or any other person.

(7) All of the terms and provisions of this Lease Supplement are hereby incorporated by reference into the Lease Agreement to the same extent as if fully set forth therein.

(8) This Lease Supplement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(9) This Lease Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of California including all matters of construction, validity and performance.

[signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease Supplement to be duly executed by their authorized officers or agents as of the date and year first above written.

LESSOR:

MSA I

By: Kimberly Werderman Karavasilis

Print Name: Kimberly Werderman Karavasilis

Title: Vice President

WITNESS:

Rome O'Donnell

LESSEE:

ANSETT WORLDWIDE AVIATION UK
LIMITED

By: Kimberly Werderman Karavasilis

Print Name: Kimberly Werderman Karavasilis

Title: ~~Vice President~~ Attorney-in-Fact

WITNESS:

Rome O'Donnell

SUBLEASE AGREEMENT

between

ANSETT WORLDWIDE AVIATION UK LIMITED,

An English Limited Liability Company,

LESSOR

and

AIR LUXOR S.A.,

A Portuguese Corporation,

LESSEE

Dated as of

November 14, 2003

One Used Airbus Model A320-200 Aircraft

Manufacturer's Serial Number 023

A handwritten signature in black ink, consisting of a stylized 'A' followed by a vertical line and a small flourish.

SUBLEASE AGREEMENT

This Sublease Agreement, dated as of November 14, 2003, is entered into by and between Ansett Worldwide Aviation UK Limited, a company incorporated with limited liability under the laws of England, having a mailing address at 14 Floral Street, 3rd Floor, London WC2E 9DS, United Kingdom (herein called "Lessor"), and Air Luxor S.A., a Portuguese corporation, having its principal place of business at Avenida da Republica, No. 101, 7th Floor, 1050-190, Lisbon, Portugal (herein called "Lessee").

RECITALS

Lessee desires to sublease from Lessor and Lessor is willing to sublease to Lessee the Aircraft described herein upon and subject to the terms and conditions of this Lease. In consideration of the mutual promises herein, Lessor and Lessee agree as follows:

TERMS AND CONDITIONS


ARTICLE 1. DEFINITIONS. The following terms shall have the following meanings and shall be equally applicable to both the singular and the plural forms of the terms defined herein:

"Aeronautics Authority" means the Instituto Nacional de Aviacao Civil of the Country of Registration, or any successor thereof, and any other person, entity, governmental department, bureau, commission or agency which from time to time has control over civil aviation or the registration, airworthiness or operation of aircraft in the Country of Registration (including the European Aviation Safety Agency).

"Aircraft" means the Airframe to be leased hereunder, together with each Engine installed on the Airframe when delivered and leased hereunder (or any engine substituted for any such Engine pursuant to the terms of this Lease), whether or not any of such initial or substituted Engines may from time to time be installed on the Airframe or on any other aircraft.

"Airframe" means (i) the used Airbus Model A320-200 aircraft bearing Manufacturer's Serial No. 023, excluding any Engines or other engines that may be installed on such aircraft from time to time, leased by Lessor to Lessee hereunder; and (ii) any and all Parts, so long as the same shall be incorporated in or installed on or attached to the Airframe or so long as title thereto shall remain vested in Owner or Lessor in accordance with the terms of Article 6 hereof after removal from the Airframe.

"Approved Maintenance Performer" means any maintenance performer satisfactory to Lessor and holding all necessary approvals of the Aeronautics Authority and the JAA (JAR145) and FAA (FAR145) for the performance of the maintenance tasks to be performed in respect of the Airframe, Engines and Parts (including the APU or Landing Gear).



other communications taken or given by Servicer may be conclusively relied upon by Lessee, and shall bind Lessor to the same extent as if taken or given by Lessor, but Lessor reserves the right to elect to take action in its own name in respect of this Lease, including, without limitation, giving any consents or waivers, making any demands, or otherwise dealing with Lessee in respect of this Lease.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Sublease Agreement to be duly executed by their authorized officers or representatives as of the day and year first above written.

LESSOR:

ANSETT WORLDWIDE AVIATION UK
LIMITED

WITNESS:

Jul Blum

By:

Title:

James M. Melman
Attorney in Fact

LESSEE:

AIR LUXOR S.A.

WITNESS:

Julio W. N. F. L.

By:

Title:

[Signature]
PRESIDENT

SUBLEASE SUPPLEMENT

THIS SUBLEASE SUPPLEMENT, dated May 14, 2004, between Ansett Worldwide Aviation UK Limited (the "Lessor") and Air Luxor S.A. (the "Lessee").

Lessor and Lessee have heretofore entered into a Sublease Agreement dated as of November 14, 2003 (herein the "Lease Agreement" and the terms defined therein being herein used with the same meaning), which Lease Agreement provides for the execution and delivery of a Lease Supplement, substantially in the form hereof for the purpose of leasing a specific Aircraft under the Lease Agreement as and when delivered by Lessor to Lessee in accordance with the terms thereof.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

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(ii) Engines: Two used CFM International Model CFM 56-5A1 engines, rated at 25,000 lbs. thrust, bearing, respectively, manufacturer's serial numbers 731135 and 731139.



(2) The Delivery Date of the Delivered Equipment is the date of this Lease Supplement set forth in the opening paragraph hereof.

(3) The Term for the Delivered Equipment shall commence on the Delivery Date therefor and shall end on November 13, 2006.

(4) Lessee hereby confirms its agreement to pay Lessor Rent with respect to the Delivered Equipment throughout the Term therefor in accordance with the terms of the Lease Agreement.

(5) The fuel in the fuel tanks of the Aircraft on the Delivery Date is 4640 KGS.

(6) Lessee hereby confirms to Lessor that the Airframe and Engines described above have been duly marked as showing Owner's title thereto and Owner's and Lessor's interest therein in accordance with the terms of the Lease Agreement and that Lessee has accepted the Delivered Equipment for all purposes of the Lease Agreement, including its being airworthy, in accordance with specifications, in good working order and repair and without defect or inherent vice in title, condition, design, operation or fitness for use, whether or not discoverable by Lessee as of the date hereof, and free and clear of all Liens; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Delivered Equipment as against Manufacturer or any other person.


Pedro

Luis

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Sublease Supplement to be duly executed by their authorized officers or agents as of the date and year first above written.

LESSOR:

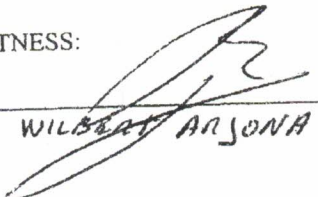
ANSETT WORLDWIDE AVIATION UK
LIMITED

By: 

Print Name: RICHARD DIACZUK

Title: ATTORNEY-IN-FACT

WITNESS:


WILBERT ARSONA

LESSEE:

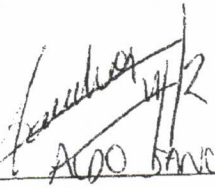
AIR LUXOR S.A.

By: 

Print Name: PEDRO LOPES

Title: ENGINEERING MANAGER

WITNESS:


ALDO SANCHEZ


Pedro Lopes



Lufthansa Technik

Lufthansa Technik AG
Postfach 63 03 00, D-22313 Hamburg

Ihre Zeichen
Your Reference

Unsere Zeichen / Datum
Our Reference / Date

Telefon / Telefax
Telephone / Telefax

GA Telesis, LLC
5400 N.W. 35th Avenue
Fort Lauderdale 33309

HAM / WR14/T
10/5/2010

+49-40-
5070 -8943
5070 -
988943

USA

Disassembly Letter

To whom it may concern:

Lufthansa Technik certifies that engine serial number: 731135 was dismantled using approved tooling methods and practices. This engine was disassembled in May 2007 under following referenced information:

Parts removed were identified and tagged "unserviceable condition". This engine was disassembled, all materials identified and packed for return to GA Telesis, LLC.

Engine Type: CFM56-5A1
Engine Serial number: 731135
Last Operator: unknown
GA Telesis Order Number: 12046
Engine total time: 36206
Engine total cycles: 19644

Lufthansa Technik

Name: Jens Brandt, HAM WR14/T
Manager Engine Tear Down

Signed:

Gesellschaftsrechtliche Angaben,
Anschrift und weitere Informationen
auf der Rückseite
For corporate details, address and
further information p. 1. o