



September 19th, 2008

Abdol Moabery
President
5400 NW 35th Avenue
Building 16
Fort Lauderdale, FL 33309

Subject: ESN 807193

Dear Mr. Moabery,

Delta Air Lines, Inc. has disassembled CF34-3 engine serial number 807193 under Delta work order 92251 01. This CF34-3 Turbofan engine was removed from service and reduced to spare parts. The engine piece parts have been delivered to GA Telesis Turbine Technologies, Inc. and no re-assembly of this engine has occurred.

Sincerely,

A handwritten signature in cursive script that reads "Larry Brown".

Larry Brown
Account Manager
Delta Air Lines, Inc.

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of February 23, 2006, by and between Cressing Limited, a British Virgin Islands Business Company with offices at C/O Harneys Corporate Services Limited, Craigmuir Chambers PO Box 71, Road Town, Tortola, BVI ("Consignor") and GA Telesis Turbine Technologies, LLC, a Florida limited liability company ("Consignee").

BACKGROUND

Consignor is the owner of the Airframes specified on Schedule A (the "Airframes") and the engines specified on Schedule A (the "Engines") including those parts and components which are specified in any component list attached thereto (each Airframe and its associated Engines, an "Aircraft" and together, the "Aircraft"). Except as otherwise expressly specified on Schedule A, the Airframes, the Engines, all parts, components, equipment, material, assemblies, sub-assemblies, avionics, instruments, controls, interior fixtures, equipment, materials and other elements of all kinds currently attached to, installed on, or incorporated, associated or delivered hereunder to Consignee with the Aircraft ("Parts") and all items taken in exchange therefore, shall be subject to this Agreement and referred to as the "Consigned Goods."

Consignee is in the business of marketing aircraft, aircraft engines, aircraft parts, components, and material substantially similar to the Consigned Goods, and Consignor would like to engage Consignee to market for lease, manage, repair and dispose of the Consigned Goods in accordance with the terms and conditions of this Agreement.

AGREEMENT

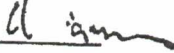
A. Engagement: Sales.

1. Sales. Consignor hereby engages Consignee on an exclusive basis to receive, maintain in inventory, market, lease and sell the Consigned Goods in accordance with the terms and conditions of this Agreement. Consignee hereby accepts such engagement and agrees to use its commercially reasonable best efforts in its performance hereunder, including the sale of the Consigned Goods at then current market terms and conditions. All Consigned Goods leased, sold or exchanged by Consignee under this Agreement shall be referred to as "Sold Goods" and the parties acquiring Sold Goods shall be referred to as "Customers."

2. Delivery. Consignee will take possession of each Aircraft at 5400 NW 35th Ave., Ft. Lauderdale, FL 33309 or other location agreed by the parties to this Agreement (the "Delivery Location") on one or more dates specified on Schedule A (each a "Delivery Date"). If the Delivery Location is other than the Consignee's Facility (as specified in Section A.4 hereof), Consignee will be responsible for arranging for shipment of the Consigned Goods from the Delivery Location to Consignee's Facility as hereinafter

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first appearing above.

Consignor:

By WESTLAW LIMITED 

Title DIRECTOR

Consignee:

By 

Title Executive Vice President

SCHEDULE A
TO CONSIGNMENT AGREEMENT

AIRCRAFT:

Two (2) Bombardier CRJ-100 aircraft each equipped with two (2) CF34-3A1 engines as described under manufacturer's serial number below with all available records.

	<u>Mfg Serial Number</u>	<u>Engines SN</u>	<u>Current Location</u>
First Aircraft	7053	807193 807212	Ljubljana, Slovenia
Second Aircraft	7057	807210 807192	Ljubljana, Slovenia

BILL OF SALE

THIS AIRCRAFT BILL OF SALE is made as of the 17 January 2006 by DSF AIRCRAFT LEASING GMBH & CO. JUNG KG (the "Seller"), and CRESSING LIMITED (the "Purchaser"), with respect to the following:

By this Bill of Sale, the Seller transfers to the Purchaser any and all of its rights, title and interest in and to the Aircraft in "as is, where is" condition with all appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment or property installed on, attached to or belonging to the Aircraft.

One (1) 1994 Bombardier aircraft having the following Model and Serial Number:

Model No.	Serial Number
CRJ-106ER	MSN 7053

Along with

CF34-3A1 Engine	ESN-807193
CF34-3A1 Engine	ESN-807212

And

All aircraft and engine records, manuals and data pertaining to the Aircraft in the Seller's possession.

NOW, THEREFORE, in consideration of the receipt of US\$ [REDACTED] by the Seller (the receipt and sufficiency of which are hereby acknowledged by Seller), the Seller hereby transfers to the Purchaser, and the Purchaser accepts legal and beneficial title to the Aircraft free of all liens and encumbrances created by the Seller except for the Mortgage in as "as is, where is" condition without recourse or warranty as to condition given by the Seller.

This Bill of Sale shall be construed under the applicable laws of England.

IN WITNESS WHEREOF, the Seller has executed and delivered this Bill of Sale as of the day and year above written.

DSF AIRCRAFT LEASING GMBH & CO. JUNG KG
(acting through DSF Aircraft Leasing GmbH)

By: 
Title: Managing Director
Date: 17 January 2006


Peter Guo
Authorised Representative

AMENDMENT NO. 1 TO LEASE AGREEMENT
AND TO AIRCRAFT SALE AGREEMENT

between

DEUTSCHE STRUCTURED FINANCE GMBH
(formerly known as DEUTSCHE STRUCTURED FINANCE & LEASING GMBH)

DEUTSCHE STRUCTURED FINANCE
GMBH & CO. JUNO KG
(acting through DSF Beteiligungsgesellschaft mbH)

and

AIR LITTORAL S.A.

relating to

one Canadair CRJ-100 ER Aircraft
Manufacturer's Serial Number 7053
Registration Mark F-GLIY

CLIFFORD CHANCE

THIS AGREEMENT is made as of 25 November 1999 between:

1. DEUTSCHE STRUCTURED FINANCE GMBH (formerly known as DEUTSCHE STRUCTURED FINANCE & LEASING GMBH), a limited company organised and existing under the laws of Germany (hereinafter referred to as the "Lessor");
2. DEUTSCHE STRUCTURED FINANCE GmbH & CO. JUNO KG, a limited partnership organised and existing under the laws of Germany and acting through DSI Beteiligungsgesellschaft mbH (hereinafter referred to as the "New Lessor"); and
3. AIR LITTORAL S.A., a *société anonyme* organised and existing under the laws of France, (hereinafter referred to as the "Lessee").

WHEREAS:

- (A) Under an aircraft sale agreement dated 29 June 1999 between the Lessor as purchaser and the Lessee as seller in respect of the Aircraft (the "Aircraft Sale Agreement"), the Lessor agreed to purchase the Aircraft from the Lessee.
- (B) Under a lease agreement dated 29 June 1999 between the Lessor as lessor and the Lessee as lessee in respect of the Aircraft (the "Lease Agreement"), the Lessor leased the Aircraft to the Lessee.
- (C) The New Lessor wishes to assume, by way of transfer of contracts, the contractual position of the Lessor under the Relevant Transaction Documents (as defined below) in place of the Lessor. Accordingly the parties hereto have agreed to enter into this Agreement to effect the relevant transfer of contracts.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement (including the recitals):

"Aircraft" means the Canadair CRJ-100 ER Aircraft with manufacturer's serial number 7053, registration mark F-GLIY and as more particularly described in the Lease Agreement; and

"Relevant Transaction Documents" means the Aircraft Sale Agreement and the Lease Agreement.

1.2 All other terms and conditions used herein shall, unless the context otherwise expressly requires, bear the meaning ascribed thereto in the Lease Agreement.

EXECUTION PAGE

The Lessor

DEUTSCHE STRUCTURED FINANCE GMBH

By: 

By: 

Title: _____

Title: _____

The New Lessor

DEUTSCHE STRUCTURED FINANCE GMBH & CO. JUNO KG

(acting through DSF Beteiligungsgesellschaft mbH)

niche leaving gmbH

By: 

By: _____

Title: _____

Title: _____

Attorney-in-fact

The Lessee

AIR LITTORAL S.A.

By: 

By: _____

Title: Président Directeur Général

Title: _____

LEASE AGREEMENT

Between

DEUTSCHE STRUCTURED FINANCE & LEASING GMBH
as Lessor

and

AIR LITTORAL S.A.
as Lessee

in respect of
one Canadair CRJ-100ER Aircraft
Manufacturer's Serial Number 7053
Registration Mark F-GLIY

CLIFFORD CHANCE

THIS LEASE AGREEMENT is dated the 29th day of June 1999 and made

BETWEEN

- (1) DEUTSCHE STRUCTURED FINANCE & LEASING GMBH, a limited company incorporated in the Federal Republic of Germany, having its offices at Westendstraße 24, 60325 Frankfurt am Main, Germany (the "Lessor"); and
- (2) AIR LITTORAL S.A., a *société anonyme* organised and existing under the laws of France, having its principal place of business at Le Millénaire 11, 417 rue Samuel Morse, 34961 Montpellier, France (the "Lessee").

WHEREAS

- (A) Under the Purchase Agreement the Lessee has agreed to purchase the Aircraft from the Manufacturer.
- (B) Under the Aircraft Sale Agreement the Lessee has agreed to sell the Aircraft to the Lessor.
- (C) The Lessor agrees to lease to the Lessee, and the Lessee agrees to take on lease, the Aircraft under, and subject to the provisions of, this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions apply:

"A-check" means the maintenance tasks in the MRM specified therein to constitute an "A" check and multiples thereof for the Aircraft, to be accomplished at such intervals as specified in the MRM;

"A Portion of the Stipulated Loss Value" means, on the relevant termination date, the amount in Euro set out against such termination date in column 2 of Schedule 6 hereof;

"A Rent" means the amount of monthly Basic Rent payable in Euro, as adjusted from time to time and calculated in accordance with Clause 7 hereof;

"Acceptance Certificate" means a certificate in substantially the same terms as those set out in Schedule 3 to be signed by the Lessee as required under Clause 5.1;

"Aircraft" means the Airframe, together with the Engines, the APU, the Landing Gear and all Equipment installed at Delivery or installed on the Aircraft thereafter and all replacements and additions made to the Aircraft in accordance with this Agreement but excluding any engine or other item of equipment removed from the Aircraft which

Schedule 1

The Specification of the Aircraft

Current Registration	F-GLIY
Date of Manufacture	27 October 1994
Manufacturer/Model	Canadair CRJ-100 ER
Serial Number	7053
According to detail specification	RAD-601R-114 Issue B, May 1994
Maximum Takeoff Weight	51,000 pounds
Maximum Landing Weight	47,000 pounds
Maximum Zero Fuel Weight	44,000 pounds
Usable Tankage Capacity	2,135 US Gallons
Total Airframe Hours at	
Total Landings at	
Last Weighing	4 December 1998

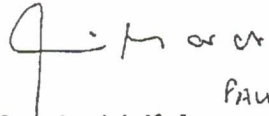
Engines CF34-3A1 turbofan installed as at

Position	1.	2.
With a thrust rating of:	8729 lbs	8729 lbs
Serial Number	807056	807212
Total time since new		
Total flight cycles since new		

(NB to the extent not known at the date hereof, see Acceptance Certificate)

EXECUTION PAGE

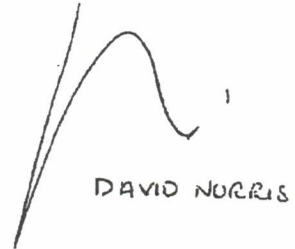
The Lessor



PAUL STEINHARDT

for and on behalf of

DEUTSCHE STRUCTURED FINANCE & LEASING GMBH


DAVID NORRIS

Signatures:

Names:

Titles:

The Lessee

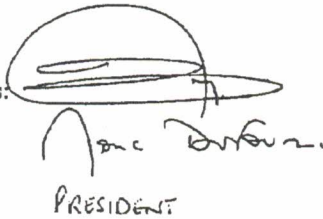
for and on behalf of

AIR LITTORAL S.A.

Signatures:

Names:

Titles:


MARC DUFOUR
PRESIDENT

STATEMENT

Ref: DO2215T110406N3
Date: 11.04.2006

OBQ04 Ver. 23.03.2004

AA Part-145 AMO Ref. No. : SI.145.01

This is to confirm

that during storage (from Apr. 8th, 2004 till Apr. 11th, 2006) in Adria Airways Part-145 AMO facilities, CL-600-2B19 (S/N 7053), registration F-GLIY (newly registered as N753EB) has had experienced no major incident and no accident.

At the moment on CL-600-2B19 (S/N 7053) Engine One S/N 807193, Engine Two S/N 807212 and APU S/N P-259 are installed.

On this aircraft 19263:10 FH and 18165 FC had been accumulated till the date of arrival in AA Part-145 facilities.

Statement issued by:
Roman Lašič
Maintenance Organisation Quality Manager

ADRIA AIRWAYS
The Airline of Slovenia
Kuzmiceva ul. 7
1000 Ljubljana
SLOVENIA (EUROPE)
Tel: ++ 386 4 259 42 38
Fax: ++ 386 4 202 30 71
E-mail: roman.lasic@adria.si
Visit us on: <http://www.adria-airways.com>

STATEMENT OF INCIDENT/ACCIDENT ON
CRJ MSN 7053 registred F-GLIY

Statut incident et accident en exploitation du CRJ MSN 7053 registred F-GLIY

AIR LITTORAL Industrie certifies that the aircraft CRJ MSN 7053 registred F-GLIY has no major incident and no accident since the 17th of december 1994.

AIR LITTORAL Industrie certifie que l'avion CRJ MSN 7053 immatriculé F-GLIY n'a pas eu d'incidents ni d'accident depuis le 17 décembre 1994 .

DATE: 14/02/2004

VISA :



Individual Aircraft Report

Serial No: 7053	Registration: N753EB	Operator: GA Telesis Turbine Technlgies
Manufacturer: Bombardier	Type: CRJ	Model: CRJ-100ER

History

Event Date	Operator	Owner	Model	Engine	Registration	Hours	Cycles	Event	Remarks
15/06/1993	Air Littoral	Bombardier	CRJ-100ER	CF34-3A1		0	0	Engine ordered, ordered	
31/10/1994	Air Littoral	Nocean Corporation	CRJ-100ER	CF34-3A1	F-GLIY	0	0	Apu fitted, engine fitted, leased, sale/leaseback	
31/10/1994	Air Littoral	Air Littoral	CRJ-100ER	CF34-3A1	F-GLIY	0	0	Became active, delivered new, reregistered	
31/10/1994	Nocean Corporation	Nocean Corporation	CRJ-100ER	CF34-3A1	F-GLIY	0	0	Bought for lease/resale	
22/10/1999	Air Littoral	Deutsche Operating Leasing	CRJ-100ER	CF34-3A1	F-GLIY	10692	10100	Bought lease intact	
04/06/2000	Lufthansa Cityline	Deutsche Operating Leasing	CRJ-100ER	CF34-3A1	F-GLIY	12128	11333	Sub-leased	
02/10/2000	Air Littoral	Deutsche Operating Leasing	CRJ-100ER	CF34-3A1	F-GLIY	12788	11862	Leased, returned off sub-lease	
17/02/2004	Deutsche Operating Leasing	Deutsche Operating Leasing	CRJ-100ER	CF34-3A1	F-GLIY	18420	17371	Became parked, returned off lease	
→ 17/02/2004	Air Littoral (Ceased Ops)	Deutsche Operating Leasing	CRJ-100ER	CF34-3A1	F-GLIY	18420	17371	Operator name change	
19/01/2006	GA Telesis Turbine Technlgies	GA Telesis Turbine Technlgies	CRJ-100ER	CF34-3A1	N753EB	18420	17371	Bought for spares, reregistered	
10/03/2006	GA Telesis Turbine Technlgies	GA Telesis Turbine Technlgies	CRJ-100ER	CF34-3A1	N753EB	18420	17371	Bought for spares, retired	

Individual Aircraft Report

Serial No: 7182
Manufacturer: Bombardier

Registration: F-GPTC
Type: CRJ

Operator: Air Service
Model: CRJ-100ER

History

Event Date	Operator	Owner	Model	Engine	Registration	Hours	Cycles	Event	Remarks
23/01/1997	Air Littoral	Bombardier	CRJ-100ER	CF34-3A1		0	0	Engine ordered, ordered	
30/06/1997	First Security Bank NA Trustee	First Security Bank NA Trustee	CRJ-100ER	CF34-3A1	F-GPTC	0	0	Bought for lease/resale	
30/06/1997	Air Littoral	Air Littoral	CRJ-100ER	CF34-3A1	F-GPTC	0	0	Became active, delivered new, reregistered	
30/06/1997	Air Littoral	First Security Bank NA Trustee	CRJ-100ER	CF34-3A1	F-GPTC	0	0	Apu fitted, engine fitted, leased, sale/leaseback	
11/12/1997	Air Littoral	GIE Lerins	CRJ-100ER	CF34-3A1	F-GPTC	796	834	Bought lease intact	
17/02/2004	GIE Lerins	GIE Lerins	CRJ-100ER	CF34-3A1	F-GPTC	13273	12794	Became parked, returned off lease	
→ 17/02/2004	Air Littoral (Ceased Ops)	GIE Lerins	CRJ-100ER	CF34-3A1	F-GPTC	13273	12794	Operator name change	
25/05/2007	Air Service	GIE Lerins	CRJ-100ER	CF34-3A1	F-GPTC	13273	12794	Became active, leased operating	

DPKX16E
Usr
Ecr

POTENTIELS RESTANTS
Vieillessement actuel +

✓ F-GPTC APPLICABILITE *

28/04/04
14:42:30

Heures
Cycles
Mois
HAPU
CAPU



Aéroport Montpellier - Méditerranée
B.P. 43 - 34131 MAUGUIO Cedex
FRANCE - JAR 145 N° F-150
SERVICE ENGINEERING 01

R. HADJESIAN
[Signature]

Ans Finant = 14/02/2004

CCP, Ldu, Enlèves Status AT 14/02/2004

Page: 2 *
28/04/04 *
14-43-29 *

Mois

[illegible]

STATEMENT OF INCIDENT/ACCIDENT ON
CRJ MSN 7182.

Statut incident et accident en exploitation du CRJ MSN 7182

AIR LITTORAL Industrie certifies that, during AIR LITTORAL Operation, the aircraft CRJ MSN 7182 registered F-GPTC and its Components has no major incident and no accident since the 23rd of February 1997.

AIR LITTORAL Industrie certifie que l'avion CRJ MSN 7182 immatriculé F-GPTC n'a pas eu, Durant sa période d'exploitation par Air Littoral, d'incident ni d'accident depuis le 23 Feb 1997.

DATE: 14/02/2005

VISA:



STATEMENT

Ref: DO2215T110406N3
Date: 11.04.2006

AA Part-145 AMO Ref. No.: SI.145.01

OBQ04 Ver. 23.03.2004

This is to confirm

that during storage (from Apr. 8th, 2004 till Apr. 11th, 2006) in Adria Airways Part-145 AMO facilities, CL-600-2B19 (S/N 7053), registration F-GLIY (newly registered as N753EB) has had experienced no major incident and no accident.

At the moment on CL-600-2B19 (S/N 7053) Engine One S/N 807193, Engine Two S/N 807212 and APU S/N P-259 are installed.

On this aircraft 19263:10 FH and 18165 FC had been accumulated till the date of arrival in AA Part-145 facilities.

Statement issued by:
Roman Lašič
Maintenance Organisation Quality Manager

ADRIA AIRWAYS
The Airline of Slovenia
Kuzmiceva ul. 7
1000 Ljubljana
SLOVENIA (EUROPE)
Tel: ++ 386 4 259 42 38
Fax: ++ 386 4 202 30 71
E-mail: roman.lasic@adria.si
Visit us on: <http://www.adria-airways.com>

Statement_F_GLIY



TEMPS DE FONCTIONNEMENT PAR PERIODE ENTRE DEUX DEMONTAGES D'APPAREIL

IMMATRICULATION et POSITION	DATE		RAISON DE LA DESCENTE	P	RP	RG	CHANGEMENT APPAREIL	TEMPS	NOMBRE DE DECOLLAGES	TEMPS TOTAL DEPUIS FABRICATION
	MONTAGE	DEMONTAGE								
F-GPTC #1	20-06-03		Engine installed on A/C N5N 7182 at A/C TSN 1231904 ESN N1828 following WO HP 003452 Borescopic parties chaudes + froides.						12423	13011
		4-06-03	Application SB 73-0031 + 79-0012 Borescopic parties chaudes et froides						12423	13011
		5-10-03	Application SB 72-0159					13319	13319	13977
F-GPTC #1			ENGINE TYPE CF34-3A1 INSTALLED ON A/C F-GPTC COT N5N 7182 #1 ENGINE SN 207-193 PM 60787276-01 14/02/2004: END OF AIR LITTORAL OPERATIONS TSN = 14417 FH COT = 13768 cycles. TS Repair = 1406 FH COT repair = 1345 cycles.					13768	13768	14417

AIR LITTORAL
INDUSTRIE

Aéroport Montpellier - Méditerranée
B.P. 43 - 34131 MAUGUIO Cedex
FRANCE - JAR 145 N° F-150
SERVICE ENGINEERING 01

0 11 - 1 M.L.

TEMPS DE FONCTIONNEMENT PAR PÉRIODE ENTRE DEUX DÉMONTAGES D'APPAREIL

TEMPS
TOTAL
DEPUIS
FABRICATION

IMMATRICULATION et POSITION	DATE		RAISON DE LA DESCENTE	P	RP	RG	CHANGEMENT APPAREIL	TEMPS	NOMBRE DE DÉCOLLAGES	
	MONTAGE	DÉMONTAGE								
F-GPTC #1	—	23/4/2004	ENGINE SN 807193 RE-INSTALLED FROM A/C F-GPTC CRJ MSN 7182 #1 AT A/C TSN: 13725 FA ACCSN: 131734 FOR CONVENIENCE BY ADRIA	—	—	—	TC #1	—	13768	14417
F-GLIZ #1	25/4/2004	—	ENGINE SN 807193 RE-INSTALLED ON A/C F-GLIZ CRJ MSN 7057 #1 AT A/C TSN: 18954 FA ACCSN: 18139 BY ADRIA	—	—	—	IZ #1	—	13768	14417
F-GLY #1	8.6.2004	—	ENGINE TYPE CF34-3A1 INSTALLED ON A/C F-GLY #1, MSN 7053 A/C TSN: 19263 ¹⁰ CSN: 18165						13769	14418
F-GLIZ #1	2.6.2004	—	ENGINE TYPE CF34-3A1 REMOVED FROM A/C F-GLIZ #1, MSN 7057 A/C TSN: 18955 ¹⁸ CSN: 18140						13769	14418

ADRIA
5037
CANO.

DEUTSCHE STRUCTURED FINANCE

Deutsche Structured Finance, Westendstraße 24, 60325 Frankfurt am Main

Per Courier and Fax

Clifford Chance S.E.L.A.F.A.
Aicha Marchoud
112 avenue Kléber
BP 163 Trocadero

Béatrice Peters

Tel. (+ 49 69) 97 14 97 - 23

Fax. (+ 49 69) 97 14 97 - 25

75770 Paris Cedex 16

Frankfurt am Main, 20.05.2003

Cc: Robert Jack (per Fax)
Erste Bank

Fax 0044/207/2 83 71 42

Dear Ms. Marchoud,

Air Littoral – Rectification of a manifest error in the mortgage documents filed with the DGAC

Enclosed please find two original Powers of Attorney from the two owners/mortgagors of the aircraft.

I have spoken with Mr. Robert Jack of Erste Bank and they are arranging for their Powers of Attorney to be completed and sent to you directly.

Please let us know should you require any further information.

We thank you for your valued advice and assistance in the matter.

Yours sincerely,
Deutsche Structured Finance

David Morris

Béatrice Peters

Deutsche Structured Finance GmbH
Westendstraße 24
60325 Frankfurt am Main, Deutschland
5102 Frankfurt am Main
Anlage 11, Frankfurt am Main
HRB 38754
USt-IdNr.: DE 811 774 167

Tel. +49-69 9714 97-0
Fax +49-69 9714 97-15
E-Mail: DSF@DSF-FRA.de
www.DSF-FRA.de

Bankverbindung:
SEB AG, Frankfurt am Main
BLZ 600 101 11
Konto Nr. Euro: 156 797 2500
Konto Nr. USD: 656 797 2500

Geschäftsleitung:
Paul F. Stenhardt (Sprecher)
Annette I. Schellhorn
David G. Norris
Wei Guo
Vorsitzender des Beirats:
Michael A. Kremer

DSF AIRCRAFT LEASING GMBH & CO JUNO KG
(agissant par l'intermédiaire de DSF Aircraft Leasing GmbH)

POUVOIR

Nous soussigné, PAUL STEINHARDT et
DAVID NORRIS

agissant en qualité de représentant dûment
autorisé de DSF Aircraft Leasing GmbH & Co
Juno KG (le "Constituant"),

au titre de l'acte constitutif d'hypothèque
aérienne en date du 21 décembre 2000 inscrite
sous le numéro 66356 auprès du registre
français d'immatriculation des aéronefs ouvert à
la Direction Générale de l'Aviation Civile,
située 50 rue Henry Farman, 75720 Paris Cedex
15 (l'"Hypothèque"), relative à l'aéronef
Canadair CRJ 100ER, portant le numéro de
série 7053 et la marque d'immatriculation
française F-GLIY (l'"Aéronef");

CONSTITUE PAR LES PRESENTES,
MANDATAIRES DU CONSTITUANT

pour une période irrévocable de quatre-vingt-
dix (90) jours à compter de la date du présent
pouvoir,

Stéphanie Curiel, Mohamed Hamra-Krouha,
Pierre Forget et Aïcha Marchond du cabinet
Clifford Chance, 112 avenue Kléber, 75116
Paris, France (chacun un "Mandataire"),
agissant séparément, avec pouvoir de se
substituer toute autre personne de leur choix du
Cabinet Clifford Chance, aux fins des présentes

de faire au nom du Constituant toutes les
dérivatives nécessaires afin de procéder au
remplacement de l'Annexe 1, page 9 de
l'Hypothèque contenant une erreur manifeste
portant sur le numéro de série des moteurs,

Les numéros de série des moteurs de l'Aéronef
sont 807193 et 807212 ;

et rédiger, signer et déposer toutes pièces, élire
domicile, verser tous droits et taxes et remplir
toutes formalités légales, déposer, modifier et

PARIS LS2131701

POWER OF ATTORNEY

We, the undersigned PAUL STEINHARDT
and DAVID NORRIS

acting as duly authorised representative of
DSF Aircraft Leasing GmbH & Co Juno KG
(the "Mortgagor")

pursuant to the *acte constitutif d'hypothèque
aérienne* dated 21 December 2000 recorded
under number 66356 on the French civil
aircraft register maintained at the *Direction
Générale de l'Aviation Civile*, located at 50
rue Henry Farman, 75720 Paris Cedex 15 (the
"Mortgage"), in respect of the aircraft model
Canadair CRJ 100ER, bearing manufacturer's
serial number 7053 and French registration
mark F-GLIY (the "Aircraft");

HEREBY APPOINT AS ATTORNEYS IN
FACT OF THE MORTGAGOR

for an irrevocable period of ninety (90) days
from the date of this power of attorney,

Stéphanie Curiel, Mohamed Hamra-Krouha,
Pierre Forget and Aïcha Marchond of Clifford
Chance, 112 avenue Kléber, 75116 Paris,
France (each an "Attorney"), acting
separately, with authority to substitute any
employee of Clifford Chance, in respect of the
following

to take in the name of the Mortgagor all
actions necessary to proceed with the
replacement of the Schedule 1, page 9 of the
Mortgage containing a manifest error relating
to the engine manufacturer's serial numbers,

The engine manufacturer's serial numbers of
the Aircraft are 807193 and 807212;

and to draft, sign and file all documents, to
elect domicile, to pay all taxes and fees and to
complete all legal formalities, file, modify and

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corriger ultérieurement toutes pièces, demander toutes copies officielles et, en général, faire tout ce qui est nécessaire aux fins des présentes.

Le Constituant s'engage par la présente à confirmer et ratifier chacune et toutes les actions engagées par le Mandataire en regard le présent pouvoir et à indemniser chacun des Mandataires des conséquences engendrées par de telles actions.

Fait à Francfort

le 19 mai 2003

DSF AIRCRAFT LEASING GMBH & CO
JUNO KG

(agissant par l'intermédiaire de DSF Aircraft
Leasing GmbH)

subsequently correct all documents, to request all official copies and, in general to do all that is necessary in furtherance of the foregoing.

The Mortgagor hereby agrees to confirm and ratify each and every action taken by the Attorney in reliance upon this power of attorney and to indemnify each Attorney against the consequences of taking any such action.

Signed in Frankfurt

on this day 19 of May 2003

DSF AIRCRAFT LEASING GMBH & CO
JUNO KG

(acting through DSF Aircraft Leasing
GmbH)

(1) Signature précédée des mots manuscrits "Bon pour pouvoir"

(1) Signature should be preceded by the handwritten words "Bon pour pouvoir"

Par :

Nom : Paul Steinhardt

Titre : Président-Directeur General

Par :

Nom : David Norris

Titre : Fondé de pouvoir

By :

Name: Paul Steinhardt

Title: Managing Director

By :

Name: David Norris

Title : Prokurist