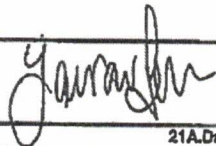
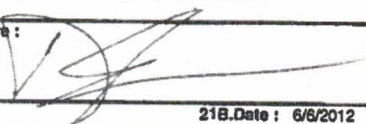


PART OR MATERIAL CERTIFICATION FORM				ATA SPECIFICATION 106		
2. Seller's Name : <div style="text-align: center;">Aviation Spare Parts, LLC</div>				3. Reference # : <div style="text-align: center;">Agreement Schedule A</div>		
4. Organization : Aviation Spare Parts, LLC c/o MTGLQ Investors, L.P. Address : Goldman, Sachs & Co. 200 West Street, 26th Floor New York, NY 10283 Phone : (212) 902-7927 // Fx: (212) 256-4809				Customer Name : GA Telesis, LLC Address : 1850 NW 49th Street Fort Lauderdale, FL 33309 USA Phone/Fax : (954) 676-3111 // Fax: (954) 676-3122		
5A. Seller's Contract # : Consignment Agreement dated November 2, 2011				5B. Buyer's PO # : Consignment Agreement dated November 2, 2011		
6. Item	7. Description	8. Manufacturer & Part Number	9. Eligibility	10. Qty	11. Serial/Batch #	12. Status
1	as per attached list	as per attached list	N/A	as per attached list	as per attached list	as per attached list
13A. Remarks : The above part(s) have not been subjected to extreme stress, heat or environment and were not obtained from any government or military source.						
13B. Obtained From : <div style="text-align: center;">Cirrus Aerospace</div>				13C. Last Certified Agency : <div style="text-align: center;">Delta Airlines</div>		
14. New Parts/Material Verification : The following signature attests that the part(s) or material(s) identified above was(were) manufactured by a FAA production approval holder (PAH), or to an industry commercial standard.				18. New Surplus, Used, Repaired or Overhauled Parts Verification : The following signature attests that the documentation specified above or attached is accurate with regard to the item(s) described.		
15. Signature : <div style="text-align: center;">N/A</div>				19A. Signature :  <div style="text-align: right;">#100</div>		
16. Name : N/A 17. Date : N/A				20A. Name : MTGLQ Investors, LP By: MLO L.L.C., its General Partner 21A. Date : 6/6/2012		
				19B. Signature : 		
				20B. Name : Anchorage Capital Partners, L.P. By: Anchorage Capital Group, L.L.C., its General Partner By: Daniel Allen, Senior Portfolio Manager 21B. Date : 6/6/2012		

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of November 2, 2011, between AV Liquidators, LLC ("Consignor") and GA Telesis, LLC, a Delaware limited liability company ("Consignee").

BACKGROUND

Consignor is the owner of the equipment specified on Schedule A including those parts and components thereof which are specified in any component list attached thereto (each shall be referred to as the "Equipment"). Except as otherwise expressly specified on Schedule A, the Equipment, all parts, components, equipment, material, assemblies, sub-assemblies, avionics, instruments, controls, interior fixtures, maintenance records, technical records and other elements of all kinds currently attached to, installed on, or incorporated, associated or delivered hereunder to Consignee with the Equipment and all items taken in exchange therefor, shall be subject to this Agreement and referred to as the "Consigned Goods".

Consignee is in the business of asset management and 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, sale or exchange, and to manage and repair 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 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 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".

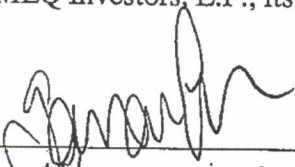
2. Delivery; Receipt of Consigned Goods. Consignee will take possession of the Consigned Goods at 1850 NW 49th Street, Ft. Lauderdale, FL 33309 (the "Delivery Location") on one or more dates specified on Schedule A (each a "Delivery Date"). If the Equipment is located in any location other than the Delivery Location, Consignee will be responsible for arranging for shipment of the Consigned Goods from such then-current location to the Delivery Location as hereinafter specified at Consignee's sole cost and expense and shall be reimbursed pursuant to Section B. 2 herein. Consignee will provide a written receipt to Consignor for the Consigned Goods received at the Delivery Location. Notwithstanding anything to the contrary contained in this Agreement, for

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

Consignor:

AV LIQUIDATORS, LLC

By: MLQ Investors, L.P., its attorney-in-fact

By  *HDD*
Title Attorney-in-fact

Consignee:

GA TELESIS, LLC

By _____

Title _____

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

Consignor:

AV LIQUIDATORS, LLC

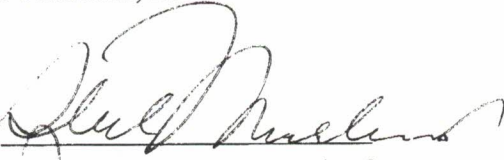
By: MLQ Investors, L.P., its attorney-in-fact

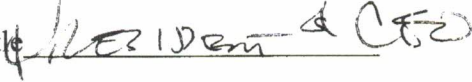
By _____

Title _____

Consignee:

GA TELESIS, LLC

By  _____

Title  _____

SCHEDULE A
TO CONSIGNMENT AGREEMENT
EQUIPMENT SCHEDULE

GENERAL CONVEYANCE AND BILL OF SALE

GENERAL CONVEYANCE AND BILL OF SALE, dated as of February 1, 2012, by:

MLQ INVESTORS, L.P., as security agent (the "**Security Agent**") under that certain Spare Parts Mortgage and Security Agreement dated as of April 14, 2008 (as amended, supplemented and modified from time to time, the "**Mortgage**"), between the Security Agent, as Security Agent and AV Liquidators, LLC, as borrower (the "**Borrower**"); the Security Agent, is hereby acting as the foreclosing secured party in a strict foreclosure under section 9-620 of the U.C.C. (as defined herein) (the Security Agent, in its capacity as foreclosing secured party, the "**Seller**");

-to-

AVIATION SPARE PARTS, LLC, a Delaware limited liability company, as the transferee in a strict foreclosure under section 9-620 of the U.C.C. (in such capacity, as the foreclosing purchaser under such strict foreclosure, the "**Buyer**").

Pursuant to a strict foreclosure and exercise of remedies by the Security Agent under (i) the Mortgage and (ii) the Uniform Commercial Code in effect in Illinois (the "**U.C.C.**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby GRANTS, BARGAINS, TRANSFERS, ASSIGNS, SETS OVER, CONVEYS AND DELIVERS UNTO the Buyer, on an "as-is, where-is" basis, without any recourse, representation or warranty whatsoever, all of Seller's right, title and interest, as the foreclosing secured party (including, the right, title and interest of the Borrower), in and to all of the "Collateral" (as defined in the Mortgage), including, without limitation (collectively, all such Collateral, including all constituent rights, property and interests, the collectively, the "**Collateral**");

- (a) all of the Pledged Spare Parts and all of the other Collateral as described in Section 2.01 of the Mortgage, including, without limitation, the Pledged Spare Parts described in Schedule 1 hereto;
- (b) all rights, title and interest in the Consignment Agreement dated as of November 2, 2011 between the Borrower and GA Telesis, LLC, and
- (c) all proceeds of the foregoing.

Seller hereby warrants to Buyer and its successors and assigns that, on the date hereof, (x) the Borrower has defaulted on its obligations secured by the Collateral, (y) Seller has exercised its post default remedies with respect to the Collateral and has the right, as foreclosing party in accordance with applicable law, to effect the transfer, pursuant to a strict foreclosure under section 9-620 of the U.C.C., of the Collateral to the Buyer, and (z) by reason of such foreclosure transfer by Seller to Buyer, Buyer is acquiring the rights of the Seller and the Borrower in and to the Collateral free and clear of all interests of the Borrower and all interests subordinated to the interests of the Seller (including those held by the Borrower) pursuant to U.C.C. §§ 9-620 and 9-622.

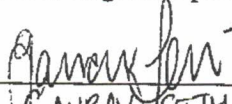
All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Mortgage. This General Conveyance and Bill of Sale is governed by the laws of the State of Illinois without regard to choice of law principles. This General Conveyance and Bill of Sale shall be binding upon the Borrower, the Seller and the Buyer, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof. This General Conveyance and Bill of Sale may be executed and delivered in multiple counterparts, any of which may be transmitted by facsimile or electronic (e-mail) transmission, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The execution of this General Conveyance and Bill of Sale shall not (i) except to the extent provided for under applicable law, be construed to be a waiver of any right or remedy of the Seller or any beneficiary thereof under the Mortgage or any related loan agreement or related operative documents, all of which rights and remedies are hereby expressly reserved, or (ii) except to the extent provided for under applicable law, be construed to be a waiver of any right or remedy of the Seller or any beneficiary thereof under the Mortgage or any related loan agreement or related operative documents for further effecting the strict foreclosure sale of the Collateral, all of which rights and remedies are hereby expressly reserved.

IN WITNESS WHEREOF, Security Agent, as foreclosing secured party and Seller, has caused this General Conveyance and Bill of Sale to be duly executed and delivered the day and year first written above.

MLQ INVESTORS, L.P., as Security Agent, as foreclosing secured party and Seller

By: MLQ L.L.C., its general partner

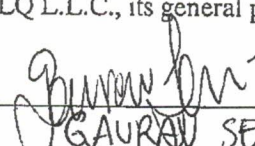
By:  *7/10/00*
Name: GAURAV SETH
Title: AUTHORIZED SIGNATORY

ACKNOWLEDGED AND AGREED:

AVIATION SPARE PARTS, LLC, as Buyer

By: MLQ INVESTORS, L.P., a managing member

By: MLQ L.L.C., its general partner

By:  *7/10/00*
Name: GAURAV SETH
Title: AUTHORIZED SIGNATORY

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement dated as of February 1, 2012 (this "**Agreement**"), is between (a) **MLQ INVESTORS, L.P.**, as security agent (the "**Security Agent**") under that certain Spare Parts Mortgage and Security Agreement dated as of April 14, 2008 (as amended, supplemented and modified from time to time, the "**Mortgage**"), between the Security Agent, as Security Agent and AV Liquidators, LLC, as borrower (the "**Borrower**") and which Security Agent is hereby acting as the foreclosing secured party and, in such capacity as foreclosing secured party, is acting for and on behalf of the Borrower and (b) **AVIATION SPARE PARTS, LLC**, a Delaware limited liability company (the "**Assignee**"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Mortgage.

RECITALS:

WHEREAS, the Security Agent is the Security Agent under the Mortgage, which secures the obligations owed to the Lenders under that certain Loan Agreement, dated as of April 14, 2008 (as amended, supplemented and modified from time to time, the "**Loan Agreement**"), among Borrower, as borrower, the Lenders party thereto, as lenders, and the MLQ Investors, L.P., as administrative agent.

WHEREAS, the Security Agent has agreed to transfer to the Assignee the Collateral following a strict foreclosure (the "**Foreclosure**") conducted in accordance with Section 9-620 of the Uniform Commercial Code in effect in the State of Illinois.

WHEREAS, through this Agreement and in accordance with the terms hereof, the Security Agent, in its capacity as the foreclosing secured party, desires to effect the transfer of the Collateral to the Assignee following the Foreclosure, and the Assignee desires to acquire from the Security Agent all of the rights, title and interest currently held by the Security Agent (including, the right, title and interest of the Borrower) in and to the Collateral, subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

Section 1. Assignment. Effective as to each item of Collateral from and after the date hereof, the Security Agent hereby assigns, transfers and conveys to the Assignee, in each case all of the Security Agent's respective rights, title and interest, in and to such item of Collateral and assigns to the Assignee all of the Security Agent's rights and obligations, under of the Consignment Agreement dated as of November 2, 2011 between Borrower, as consignor and GA Telesis, LLC, as consignee (collectively, the "**Assigned Operative Agreements**").

Section 2. Acceptance of Assignment; Effect of Assignment. The Assignee accepts the assignment contained in Section 1 and agrees to be bound to the same extent as the Borrower by all the terms of the Assigned Operative Agreements. Effective on and after the date hereof, after giving effect to the transaction described herein, the Assignee shall be deemed to stand in the place of the Borrower for all purposes under the applicable Assigned Operative Agreements

and each reference in the Assigned Operative Agreements to the Borrower shall be deemed to mean the Assignee from and after the date hereof.

Section 3. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

Section 4. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

Section 5. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

Section 7. Further Assurances. Each of the parties hereto covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the requesting party hereto, it will promptly and duly execute and deliver, or cause to be executed and delivered, to the requesting party all such further instruments and take all such further action as may be reasonably requested and is capable of being provided by such party to more effectively sell, transfer, assign, and convey each item of Collateral.

Section 8. Binding Agreement. This Agreement shall be binding upon the Security Agent and the Assignee, their respective successors and permitted assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

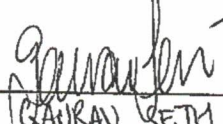
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

MLQ INVESTORS, L.P.

as Security Agent, as foreclosing secured party
acting in such capacity for and on behalf of
Borrower, as Security Agent


By: MLQ L.L.C., its general partner

By:  HDD
Name: GAURAV SETH
Title: AUTHORIZED SIGNATORY

AVIATION SPARE PARTS, LLC,
as Assignee

By: MLQ Investors, L.P., a managing member

By: MLQ L.L.C., its general partner

By:  HDD
Name: GAURAV SETH
Title: AUTHORIZED SIGNATORY

ASSIGNMENT OF MEMBERSHIP RIGHTS

April 4, 2012

MLQ Investors, L.P., a Delaware limited partnership (the "Assignor"), does hereby assign and transfer by way of a distribution to (i) MLQ, L.L.C., a Delaware limited liability company ("MLQ"), one percent (1%) of the Assignor's Membership Rights in Aviation Spare Parts, LLC, a Delaware limited liability company (the "Company") (the "First Assigned Company Interests"), and does hereby irrevocably constitute and appoint MLQ and its duly authorized officers and representatives, as its agent and attorney-in-fact, to transfer the First Assigned Company Interests and to take any and all other necessary actions to effect such conveyance and to hereafter treat and recognize MLQ as the sole rightful owner and holder of said First Assigned Company Interests; and (ii) The Goldman Sachs Group, Inc., a Delaware corporation ("GS"), ninety-nine percent (99%) of the Assignor's Membership Rights in the Company (the "Second Assigned Company Interests"), and does hereby irrevocably constitute and appoint GS and its duly authorized officers and representatives, as its agent and attorney-in-fact, to transfer the Second Assigned Company Interests and to take any and all other necessary actions to effect such conveyance and to hereafter treat and recognize GS as the sole rightful owner and holder of said Second Assigned Company Interests..

MLQ does hereby assign and transfer by way of a contribution to MTGLQ Investors, L.P. a Delaware limited partnership (the "Assignee"), all of its right, title and interest in and to the First Assigned Company Interests and does hereby irrevocably constitute and appoint the Assignee and its duly authorized officers and representatives, as its agent and attorney-in-fact, to transfer the First Assigned Company Interests and to take any and all other necessary actions to effect such conveyance and to hereafter treat and recognize the Assignee as the sole rightful owner and holder of said First Assigned Company Interests.

GS does hereby assign and transfer by way of a contribution to Assignee all of its right, title and interest in and to the Second Assigned Company Interests and does hereby irrevocably constitute and appoint the Assignee and its duly authorized officers and representatives, as its agent and attorney-in-fact, to transfer the Second Assigned Company Interests and to take any and all other necessary actions to effect such conveyance and to hereafter treat and recognize the Assignee as the sole rightful owner and holder of said Second Assigned Company Interests.

This Assignment of Membership Rights shall be governed by the laws of the State of New York without regard to the conflict of laws provisions thereof.

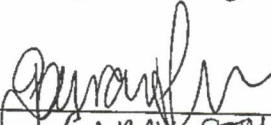
[SIGNATURE PAGE FOLLOWS]

(Signature Page to the Assignment of Membership Interests)

Dated as of the date first written above.

MLQ INVESTORS, L.P.

By: MLQ L.L.C., its general partner

By:  HDD
Name: GAURAV SETH
Title: AUTHORIZED SIGNATORY


MLQ, L.L.C.

By:  HDD
Name: GAURAV SETH
Title: AUTHORIZED SIGNATORY

THE GOLDMAN SACHS GROUP, INC.

By: _____
Name: _____
Title: _____

MTGLQ INVESTORS, L.P.

By:  HDD
Name: GAURAV SETH
Title: AUTHORIZED SIGNATORY

(Signature Page to the Assignment of Membership Interests)

Dated as of the date first written above.

MLQ INVESTORS, L.P.


By: MLQ L.L.C., its general partner

By: _____
Name:
Title:

MLQ, L.L.C.

By: _____
Name:
Title:

THE GOLDMAN SACHS GROUP, INC.

By:  _____
Name: HENRY WEBB
Title: ASSISTANT TREASURER

MTGLQ INVESTORS, L.P.

By: _____
Name:
Title:



December 16, 2005

Delta Air Lines, Inc.
Post Office Box 20706
Atlanta, Georgia 30320-6001

Mr. Peter McCormick
Cirrus Aerospace, Inc.
3000 South Corporate Parkway
Suite 500
Forest Park, Georgia 30297

Dear Sirs,

In reference to the Surplus Sales Agreement between Delta Air Lines and Cirrus Aerospace, we have assigned contract number MOU111499V2. This contract number must be referenced on all Return Authorization Documents. In addition, Delta will reference this contract number on all traceability and certification documents provided to Cirrus Aerospace.

If you have any further questions or require any additional information, please contact the undersigned.

Cordially,

A handwritten signature in cursive script that reads "David H. Griggs".

David H. Griggs
Delta Air Lines
Manager Material Sales





Delta Air Lines, Inc.
Post Office Box 20706
Atlanta, Georgia 30320-6001

October 9, 2000

Mr. Edward Thompson
Mr. Pete McCormick
Cirrus Aerospace
760 Atlanta S. Parkway
Suite 100
College Park, Georgia 30349

Dear Sirs,

In reference to the Surplus Sales Agreement between Delta Air Lines and Cirrus Aerospace, we have assigned contract number MOU111499. This contract number must be referenced on all Return Authorization Documents. In addition, Delta will reference this contract number on all traceability and certification documents provided to Cirrus Aerospace.

If you have any further questions or require any additional information, please contact the undersigned.

Cordially,

A handwritten signature in cursive script that reads "John A. Christopher".

John A. Christopher
Delta Air Lines
Manager - Material Sales