



Document Number: AAR - SYD - 055 - 11

Date: 30 Sept. 2011

Aircraft Type: B 767 - 338

Aircraft Serial Number: 24853

Aircraft Registration: VH - OGF

Subject: No Accident Statement

In relation to:

The following aircraft with Australia Registration Mark VH-OGF, fitted with the following equipment and in the current configuration:

Description	Manufacturer	Part number	Serial Number(s)
Airframe	Boeing	767-338	24853
Engine	General Electric	CF6-80C2-B6	695455, 695454
Auxiliary Power Unit Model GTCP331-200ER	Allied Signal	3800298-1-5	P1768
Nose landing gear	Boeing	162T0000-194	M0325
Left main landing gear	Boeing	161T0000-665	T6248
Right main landing gear	Boeing	161T0000-666	T6249

We make the following statements:

1. To the best of our knowledge, while being operated by Qantas Airways Limited ('**Qantas**'), the Aircraft, and installed equipment in the current configuration:
 - (a) has NOT been involved in an Aircraft Accident (as defined in Annex 13 (Aircraft Accident and Incident Investigation) to the Convention on International Civil Aviation) in which the aircraft received major damage; and
 - (b) has NOT been subjected to extreme stress or heat; and
 - (c) has NOT been operated by or obtained from a Government or Military source.
2. The above information has been derived from the Qantas Engineering Aircraft Records System and reflects the best information available to Qantas.

Yours Faithfully,

Doug Meller
Doug Meller
Mgr Airworthiness Review

EXECUTION VERSION

**PARTS CONSIGNMENT AND ENGINE LEASE MANAGEMENT
AGREEMENT**

BY AND BETWEEN

SASOF TR-02, LLC

("OWNER")

AND

GA TELESIS, LLC

("CONSIGNEE")

PARTS CONSIGNMENT AND ENGINE MANAGEMENT AGREEMENT

THIS PARTS CONSIGNMENT AND ENGINE MANAGEMENT AGREEMENT (this "Agreement") is made as of the 1st day of October, 2010 (the "Effective Date"), by and between **SASOF TR-02, LLC**, having its principal place of business at 848 Brickell Ave, Suite 500, Miami, Florida 33131 (hereinafter referred to as "**OWNER**"), and **GA TELESIS, LLC**, having its principal place of business at 5400 NW 35th Avenue, Ft. Lauderdale, Florida 33309 (hereinafter referred to as "**CONSIGNEE**"). **OWNER** and **CONSIGNEE** are collectively the "**Parties**" and each is individually a "**Party**" to this Agreement.

PREAMBLE

WHEREAS:

(a) **OWNER** is (or will be) the owner of certain Aircraft, Engines and Parts specified on one or more Schedules substantially in the form of Attachment A hereto (each such schedule, a "**Schedule**" and together the "**Schedules**") and desires to offer the Aircraft, Engines and Parts for sale and dismantling for parts for further marketing and selling; and

(b) **CONSIGNEE** is in the business of marketing aircraft, aircraft engines, selling and repairing aircraft parts and components;

(c) **OWNER** is desirous of appointing **CONSIGNEE** as the exclusive **CONSIGNEE** to arrange for the disassembly and sale of the Equipment as defined below;

(d) **OWNER** is also desirous of appointing **CONSIGNEE** as a non-exclusive lease manager to arrange for lease of the Engines on certain conditions; and

(e) **CONSIGNEE** has represented to **OWNER** that it has the staff, facilities and financial security to carry out its proposed obligations as set out below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, **OWNER** and **CONSIGNEE** hereto hereby agree as follows:

1. DEFINITIONS

Any law, regulation or act defined in this Agreement shall include each amendment, modification and supplement thereto.

"**Additional Insureds**" has the meaning set forth in Section 7.1.


"**Agreed Value**" means that value for the Equipment as determined by **OWNER** for insurance purposes, as described on the applicable Schedule.

"**Agreement**" means this Agreement and any exhibits and/or amendments attached hereto.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-02, LLC

GA TELESIS, LLC

By: 
Name: **Robert G. Korn**
Title: **Manager**


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-02, LLC

By: _____
Name:
Title:

GA TELESIS, LLC

By: 
Name: **Andrew Toutt**
Title: **Executive Vice President**

SASOF TR-02, LLC – GAT Equipment Schedule No. 5

Dated as of December 15, 2011 Time: 4:00 p.m. EST

This is to confirm that, at the date and time set forth above, SASOF TR-02, LLC (“Owner”) has delivered, and GA TELESIS, LLC (“Consignee”) has accepted, possession and control of the following:

One General Electric CF6-80C2B6 engine bearing manufacturer’s serial number 695454, in accordance with the terms of the Consignment Agreement between Consignee and Owner dated as of October 1, 2010 (the “Agreement”).

Owner and Consignee acknowledge that the Agreed Value for purposes of the Agreement for the engines described above shall be [REDACTED]

Owner
SASOF TR-02, LLC
by: Apollo Aviation Fund Management, LLC
Its Manager

By: 
William Hoffman

Title: Manager

Consignee
GA TELESIS, LLC

By: 
Andrew Toutt

Title: Executive Vice President

EXHIBIT A-2

WARRANTY BILL OF SALE

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cargo Aircraft Management, Inc. ("Seller") owner of the full legal and beneficial title of the item described below:

One (1) General Electric, model CF6-80C2B6 aircraft turbofan engine, bearing Manufacturer's Serial Number 695454, together with all parts and attachments and all engine records related thereto (herein, the "Engine")

does hereby sell, grant, transfer and deliver all its full legal and beneficial title and interest in and to said Engine unto SASOF TR-02, LLC ("Buyer"), its successors and assigns.

TO HAVE AND TO HOLD the Engine unto Buyer, its successors and assigns, for its and their own use forever.

Seller hereby warrants that Seller is the lawful owner of, and has good title to, the Engine, free and clear of any mortgages, pledges, liens, charges and encumbrances; and that this Warranty Bill of Sale is made and delivered pursuant to the provisions of the Aircraft Engine Exchange Agreement between Seller and Buyer dated as of October 26, 2011 (the "Agreement") and that Seller will warrant and defend the sale of, and good title to, the Engine unto the Buyer, its successors and assigns, against all and every person or persons whomsoever, and hereby agrees to indemnify the Buyer against, and to hold the buyer harmless from any and all liabilities, claims, suits, action, demands, debts, obligations, taxes, liens, encumbrances, security interests, damages, penalties, costs and other expenses, including, but without limitation, reasonable fees and disbursements of counsel, of every nature arising out of or in connection with any defect in Seller's title or any breach of the warranty contained in this Bill of Sale.

IN WITNESS WHEREOF, we have set our hand and seal this 14th day of December, 2011.

CARGO AIRCRAFT MANAGEMENT, INC.

By: James S. Shroyer
Name: JAMES S. SHROYER
Title: VP TECHNICAL Operations



September 2011

QANTAS AIRWAYS LIMITED

CARGO AIRCRAFT MANAGEMENT, INC

AIRCRAFT SALE AGREEMENT

relating to one used Boeing 767-338ER aircraft

Manufacturer's Serial Number 24853

Registration Mark VH-OGF

Qantas Airways Limited
Legal Department
APC Centre
Cnr Robey & O'Riordan Streets
Mascot NSW 2020

[REDACTED]

[REDACTED]

[REDACTED]

AIRCRAFT SALE DETAILS

Seller: Qantas Airways Limited ABN 16 009 661 901, a company incorporated in Australia of Qantas Centre, 203 Coward Street, Mascot, New South Wales, 2020, Australia.

Purchaser:

Name: Cargo Aircraft Management, Inc

Address: 7100 TPC Drive, Suite 100, Orlando, Florida 32822 USA

Jurisdiction: Florida, USA

Guarantor:

Name: Air Transport Service Group, Inc

Address: 145 Hunter Drive, Wilmington, Ohio 45177 USA

Jurisdiction: Delaware, USA

Aircraft:

Australian Registration Mark VH-OGF

Airframe Manufacturer/ Model Boeing 767-338ER

Airframe Manufacturer's Serial Number (MSN) 24853

Airframe Year of manufacture: 1990

Engines Manufacturer/ Model General Electric

Engines Manufacturer's Serial Number (ESN) 695455 and 695454

APU Manufacturer/ Model Allied Signal GTCP331-200ER

APU Manufacturer's Serial Number (MSN) P1768

Delivery Date: 18 October 2011
(Clause 3.6)

Delivery Location: Sydney Kingsford Smith Airport, Mascot, NSW 2020, Australia
(Clauses 1.1 and 4.4)
(IATA Code: SYD)

With respect to the Documents only: Qantas Jetbase, Sydney Kingsford Smith Airport, Mascot, NSW 2020 Australia (IATA Code: SYD)

Purchase Price: US\$ -

Deposit: USD
(Clause 3)

Completion Payment: US\$
(Clause 3)