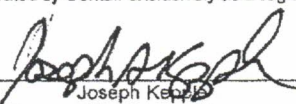


COMAIR

Ready to go.

ENGINE S/N:	807023		ENGINE TT:	32581
Model Type:	CF34-3A1		ENGINE TC:	28997
ENGINE TT:	31451		ENGINE TSI:	1130
ENGINE TC:	28053		ENGINE CSI:	944
INSTALL DATE:	May-09		REMOVAL DATE:	Feb-10
	PART	SERIAL	INSTALLATION	REMOVAL
NOMENCLATURE	NUMBER	NUMBER	TSN CSN	TSN CSN
FAN DISK	6078T57G05	GEE1FKAF	12073 9820	13204 10764
FAN FORWARD SHAFT	6078T51P02	GATCY97W	19886 16921	21016 17865
FAN DRIVE SHAFT	6036T78P02	BCM65290	19525 16131	20655 17075
HPC FORWARD SHAFT	5037T01P04	PAMGT057	1181 916	2311 1860
HPC CDP AIRSEAL	4019T38P01	TEJC3098	1181 916	2311 1860
HPC STG 1 DISK	6087T00G02	GATHKRDP	1181 916	2311 1860
HPC STG 2 DISK	6036T91P02	GATHKPM D	1181 916	2311 1860
HPC STG 3-8 SPOOL	6078T56P05	GATHL5MC	1181 916	2311 1860
HPC STG 9 DISK	6087T01P03	NCE108DY	1181 916	2311 1860
HPC STG 10-14 SPOOL	5087T46P02	GATHKHKP	1181 916	2311 1860
HPC REAR SHAFT	6087T03P03	GEE1G77L	1181 916	2311 1860
HPT COUPLING	5079T64P05	GATCW4FE	20253 18339	21384 19283
HPT SHAFT	5079T62P02	GEEI0652	25624 22760	26754 23704
HPT BALANCE AIRSEAL	5079T63P02	NCE4934W	9511 7790	10641 8734
HPT STG 1 DISK	5079T52P09	GATHE25C	9511 7790	10641 8734
HPT STG 2 DISK	5079T73P02	GATHDWND	9511 7790	10641 8734
HPT STG 1 FRONT PLATE	5079T65P04	NCE5081E	25624 22760	26754 23704
HPT STG 1 REAR PLATE	5123T02P01	BSLN4996	9511 7790	10641 8734
HPT STG 2 FRONT PLATE	5079T55P04	BSLJ9753	9511 7790	10641 8734
HPT STG 2 REAR PLATE	5079T56P02	NCE9119E	25624 22760	26754 23704
LPT TURBINE SHAFT	6030T72P02	NCE2724N	7686 6828	8817 7772
LPT CONE	5023T40P03	BCM64247	0 0	1130 944
LPT STG 3-4 SEAL	5023T59P02	WES24376	8474 6941	9605 7885
LPT STG 4-5 SEAL	5023T67P01	WES11469	8474 6941	9605 7885
LPT STG 5-6 SEAL	5023T64P02	WES37539	8474 6941	9605 7885
LPT STG 3 DISK	6078T91P02	GATHFALM	6 9	1136 953
LPT STG 4 DISK	6078T02P03	GATH6P1H	5816 4610	6946 5554
LPT STG 5 DISK	6078T92P02	GATHEWKC	8474 6941	9605 7885
LPT STG 6 DISK	6078T89P03	GATHF3H7	8474 6941	9605 7885

The above mentioned LLPs were not involved in any accident/incident, major failure or fire, were not subjected to extreme stress or heat, nor were they immersed in salt water or otherwise corrosive agents outside normal operations, when the engine was operated by Comair. Engine operated by Comair exclusively as a regional jet and has never been subjected to any operation in the corporate/private application.


Joseph Kappas
Program Maintenance Manager
Comair

3/26/10
Date

ASSET MANAGEMENT AND CONSIGNMENT AGREEMENT

This Asset Management and Consignment Agreement (this "Agreement") is dated as of October ~~14~~ 2009, by and between JPMorgan Capital Corporation, whose principal place of business is located at 10 South Dearborn, Chicago, IL 60603-2003 ("Consignor") and GA Telesis, LLC, a Delaware limited liability company with its principal place of business located at 5400 NW 35th Avenue, Building 16, Fort Lauderdale, FL 33309 USA ("Consignee").

BACKGROUND

The grantor trusts, each as identified on the Consignment Schedules (as hereinafter defined) (the "Trusts"), which are beneficially owned by the affiliates of Consignor, each as identified on the related Consignment Schedules (the "Affiliates") and subject to Trust Agreements between such Affiliates and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but as owner trustee (the "Owner Trustee"), are the owners of the equipment (collectively, the "Consigned Goods", and where applicable, the "Aircraft", "Airframe", "Engine" or "Parts") specified on any applicable schedule hereto (each a successively-numbered "Consignment Schedule") substantially in the form of Exhibit B hereto.

Consignee is in the business of marketing aircraft and engines for sale or lease and the sales, marketing and disposition of aircraft parts, engines, engine parts, components, and material substantially similar to the Consigned Goods. For whole Aircraft and Engines which are on lease as of the execution date hereof, Consignor would like to engage Consignee to market for lease, sale or exchange; and, if applicable for parts derived therefrom or for any period following the Pre-Delivery Period (as defined hereinbelow), to procure and manage the sale, lease or disassembly and repair of the Consigned Goods in accordance with the applicable terms and conditions of Parts I and II of this Agreement.

ASSET MANAGEMENT

I. Return and Pre-Delivery Date Marketing.

Consignor hereby appoints Consignee as its technical advisor and remarketing agent and for coordinating the return of the Aircraft from the current lessee identified on Exhibit A hereto (each a "Current Lessee") and arranging the delivery of the Aircraft to the applicable Delivery Location (as hereinafter defined) or to such third party purchasers or lessees as Consignee may be able to arrange during the period prior to the Delivery Date (the "Pre-Delivery Period"). During the Pre-Delivery Period, Consignee shall perform the tasks identified on Exhibit C hereto (the "Technical Services") and serve as exclusive representative for the remarketing of the Aircraft or Engines for sale or lease (the "Remarketing Services"). In performing the Remarketing Services, Consignee will consult with Consignor concerning any potential sale or lease of any Aircraft or Engine

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

Consignor:

JPMORGAN CAPITAL CORPORATION

By Jeremy J. Reinhard

Title Vice President

Consignee:

GA TELESIS, LLC

By [Signature]

Title Jack Portlock
Senior Vice President
Chief Financial Officer

**WELLS
FARGO**

Wells Fargo Bank Northwest, N.A.
Corporate Trust Lease Group

MAC U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111
801 246-5630
801 246-5053 Fax
www.wellsfargocorptrust.com

May 6, 2010

GA Telesis, LLC
5400 NW 35th Avenue, Building 16
Fort Lauderdale, FL 33309

Ladies and Gentlemen:

We refer to the Asset Management and Consignment Agreement dated October 14, 2009 between JPMorgan Capital Corporation and GA Telesis, LLC (the "Agreement"). As stated in the Agreement, the undersigned, Wells Fargo Bank Northwest, National Association, is the owner trustee of the Trusts (in such capacity, the "Owner Trustee"). As Owner Trustee, the undersigned hereby ratifies and approves the Agreement as executed by JPMorgan Capital Corporation, an affiliate of the owners of the Trusts.

Capitalized terms used herein and not defined have the meanings specified in the Agreement.

Very truly yours,

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Owner Trustee

By: Michael Arsonault

Name: Michael Arsonault
Title: Assistant Vice President

Leases

1. Lease Agreement dated as of September 28, 1993 between Wilmington Trust Company, not in its individual capacity, but solely as Trustee, as Lessee, and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee relating to one Bombardier CL-600-2B19 (CRJ-100ER), msn 7013, U.S. Registration No. N915CA, with CF34-3A1 Engine Nos. 807022 and 807023.
2. Lease Agreement dated as of September 28, 1993 between Wilmington Trust Company, not in its individual capacity, but solely as Trustee, as Lessee, and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee relating to one Bombardier CL-600-2B19 (CRJ-100ER) msn 7014, U.S. Registration No. N916CA, with CF34-3A1 Engine Nos. 807031 and 807032.
3. Lease Agreement dated as of September 28, 1993 between Wilmington Trust Company, not in its individual capacity, but solely as Trustee, as Lessee, and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee relating to one Bombardier CL-600-2B19 (CRJ-100ER) msn 7017, U.S. Registration No. N917CA, with CF34-3A1 Engine Nos. 807042 and 807043.
4. Lease Agreement dated as of December 21, 1993 between Wilmington Trust Company, not in its individual capacity, but solely as Trustee, as Lessee, and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee relating to one Bombardier CL-600-2B19 (CRJ-100ER) msn 7026, U.S. Registration No. N924CA, with CF34-3A1 Engine Nos. 807076 and 807077.
5. Lease Agreement dated as of December 21, 1993 between Wilmington Trust Company, not in its individual capacity, but solely as Trustee, as Lessee, and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee relating to one Bombardier CL-600-2B19 (CRJ-100ER) msn 7031, U.S. Registration No. N927CA, with CF34-3A1 Engine Nos. 807095 and 807096.
6. Lease Agreement dated as of June 1, 1994 between Wilmington Trust Company, not in its individual capacity, but solely as Trustee, as Lessee, and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee relating to one Bombardier CL-600-2B19 (CRJ-100ER) msn 7035, U.S. Registration No. N929CA, with CF34-3A1 Engine Nos. 807109 and 807111.

FILE COPY

FAA LEASE TERMINATION AGREEMENT

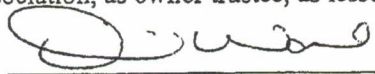
The undersigned, Wells Fargo Bank Northwest, National Association, as owner trustee, as lessor, and Wilmington Trust Company, as lessee trustee, as lessee, under that certain Lease Agreement, as more particularly described in Annex I attached hereto (the "Lease"), with respect to the Aircraft, as more particularly described in Annex I attached hereto (the "Aircraft"), hereby terminate the Lease, (except for those provisions which survive termination of the Lease) and further release the Aircraft from all the terms and conditions thereof.

This FAA Lease Termination Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

[Signatures on following page]

Dated as of March 30, 2010.

Wells Fargo Bank Northwest, National
Association, as owner trustee, as lessor

By: 

Name: David Wall
Title: Assistant Vice President

Wilmington Trust Company, as lessee trustee,
as lessee

By: _____

Name: _____

Title: _____

Dated as of March 30, 2010.

Wells Fargo Bank Northwest, National
Association, as owner trustee, as lessor

By: _____

Name:

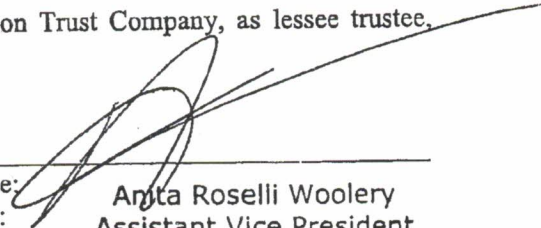
Title:

Wilmington Trust Company, as lessee trustee,
as lessee

By: _____

Name:

Title:


Anita Roselli Woolery
Assistant Vice President

Annex I
to FAA Lease Termination Agreement

Description of Lease

Lease Agreement dated as of September 28, 1993 between First Security Bank of Utah, National Association (now Wells Fargo Bank Northwest, National Association), as owner trustee, as lessor, and Wilmington Trust Company, as lessee trustee, as lessee, which was recorded by the Federal Aviation Administration on September 30, 1993 and assigned Conveyance No. TT003048, as supplemented by the following described instrument:

<u>Instrument</u>	<u>Date of Instrument</u>	<u>FAA Recording Date</u>	<u>FAA Conveyance No.</u>
Lease Supplement No. 1	September 30, 1993	September 30, 1993	TT003048

Description of Aircraft

One (1) Canadair CL-600-2B19 aircraft bearing manufacturer's serial number 7013 and U.S. Registration No. N915CA and two (2) General Electric CF34-3A1 aircraft engines bearing manufacturer's serial numbers 807022 and 807023.

FILE COPY

FAA SUBLEASE TERMINATION AGREEMENT

The undersigned, **Wilmington Trust Company**, as lessee trustee, as lessor, and **Comair, Inc.**, as lessee, under that certain Lease Agreement, as more particularly described in Annex I attached hereto (the "Lease"), with respect to the Aircraft, as more particularly described in Annex I attached hereto (the "Aircraft"), hereby terminate the Lease and further, release the Aircraft from all the terms and conditions thereof.

This FAA Sublease Termination Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

Dated as of March 30, 2010.

Wilmington Trust Company, as lessee trustee,
as lessor

By: 

Name: **Anita Roselli Woolery**
Title: **Assistant Vice President**

Comair, Inc., as lessee

By: _____

Name:
Title:

FAA SUBLEASE TERMINATION AGREEMENT

The undersigned, **Wilmington Trust Company**, as lessee trustee, as lessor, and **Comair, Inc.**, as lessee, under that certain Lease Agreement, as more particularly described in Annex I attached hereto (the "Lease"), with respect to the Aircraft, as more particularly described in Annex I attached hereto (the "Aircraft"), hereby terminate the Lease and further, release the Aircraft from all the terms and conditions thereof.

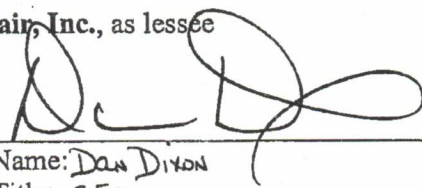
This FAA Sublease Termination Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

Dated as of March 30, 2010.

Wilmington Trust Company, as lessee trustee,
as lessor

By: _____
Name:
Title:

Comair, Inc., as lessee

By: 
Name: Dan Dixon
Title: CFO

Annex I
to FAA Sublease Termination Agreement

Description of Lease

Lease Agreement dated as of June 7, 1993 between Wilmington Trust Company, as lessee trustee, as lessor, and Comair, Inc., as lessee, which was recorded by the Federal Aviation Administration on June 25, 1993 and assigned Conveyance No. JJ08321, as supplemented, amended and restated by the following described instruments:

<u>Instrument</u>	<u>Date of Instrument</u>	<u>FAA Recording Date</u>	<u>FAA Conveyance No.</u>
Lease Supplement No. 1	June 25, 1993	June 25, 1993	JJ08321
Sublease Agreement	as of June 7, 1993, as amended and restated as of September 28, 1993	September 30, 1993	TT003049
Sublease Supplement No. 1	September 30, 1993	September 30, 1993	TT003049

Description of Aircraft

One (1) Canadair CL-600-2B19 aircraft bearing manufacturer's serial number 7013 and U.S. Registration No. N915CA and two (2) General Electric CF34-3A1 aircraft engines bearing manufacturer's serial numbers 807022 and 807023.

N915CA 7013