

Lufthansa Technik AERC Alzey GmbH Rudoif-Diesel-Str. 10, 55232 Alzey, Germany

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Tom McFarland Vice President Engine Trading GA Telesis, LLC 5400 NW 35th Avenue, Bldg. 16 Fort Lauderdale, FL 33309

23 March 2009

Dear Sirs,

This is to confirm that CF34-3A1 ESN 807192 was sub-leased to Skyservice Aviation Inc. 6120 Midfield Road, Mississauga, Ontario, Canada L5P 1B1 from 05 July 2007 to 17 September 2007.

By: Mark Johnson

Title ; Chief Executive Officer

By: Volker Mayer

Title: Director Comm. & Admin.

ENGINE LEASE AGREEMENT

THIS ENGINE LEASE AGREEMENT (this "Lease") is made and entered into as of July ____, 2007, by and between CRESSING Ltd, a BVI Limited Liability Company ("Lessor"), and LUFTHANSA TECHNIK A.E.R.O. ALZEY GmbH, (hereinafter called "Lessee"), a company organized and existing under the laws of Germany, with an office and place of business at Rudolf-Diesel Strasse 10, 55232 Alzey, Germany.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. LEASE OF ENGINE

Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor for sublease to SubLessee, upon the terms and subject to the conditions set forth in this Lease, one (1) GE CF34-3A1 Engine, in Bare QEC configuration as detailed in Exhibit E, bearing Manufacturer's Serial Number 807192 (the "Engine"), in serviceable "as is, where is" condition. Each capitalized term used in this Lease and not otherwise defined herein shall have its respective meaning specified in the Exhibits to this Lease.

2. TERM

This Lease shall commence on the Delivery date and shall expire on the date in which the Engine is Redelivered pursuant hereto. The minimum term shall be Sixty (60) days after Delivery. Provided that no event of default shall have occurred, the Lessee shall have the option to extend this Lease for successive periods of One (1) month by giving Lessor written notice of such election not less that thirty (30) days' prior to the end of the then-current term (each such extension, a "Renewal Term"). The Initial Term and all Renewal Terms, if any, shall be referred to as the "Term".

3. <u>DELIVERY, INSPECTION BY LESSEE AND ACCEPTANCE</u>

- A. Delivery. Lessor shall deliver the Engine in serviceable condition to Lessee on the Delivery Date at the location specified in <u>Exhibit A</u> hereto. Immediately upon receipt of the Engine, Lessee shall execute and deliver to Lessor, and Lessor shall acknowledge, a Delivery Receipt substantially in the form of Exhibit B. In any event, Lessee shall be responsible for all rents due hereunder, on a pro-rata basis, for the time while the Engine is in the possession or control of the Lessee.
- B. Conditions Precedent to Delivery. Delivery by Lessor on the Delivery Date is subject to receipt by Lessor, prior to delivery, of the following:

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In Witness Whereof, Lessor and Lessee have executed this Engine Lease Agreement effective as of the date first specified above.

LESSOR:

CRESSING, LTD.

a BVI limited liability ompany

By: Westlaw Limited

Its: Director

LESSEE:

LUFTHANSA Technik A.E.R.O. Alzey GmbH

A registered company organized under the

laws of GERMANY

By: Noises + ñont

Its: Vice President To tehing & Sales

Engine Lease 807192

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. <u>Engagement</u>; Sales.

- 1. <u>Sales.</u> 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. <u>Delivery</u>. 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 effective as of the date i	WHEREOF, first appearing	the abo	parties ve.	hereto	have	executed	this	Agreement
Consignor:								
	,							

By MESILAW LIMITED (1 'and Title DIRECTOR

Title Exceptive Vice for deut

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.

	Mfg Serial Number	Engines SN	Current Location_
First	7053	807193	Ljubljana,
Aircraft		807212	Slovenia
Second	7057	807210	Ljubljana,
Aircraft		807192	Slovenia



CF34-3A1 ESN 807192

The engine listed above was released on September 12, 2007 in a serviceable condition.

To the best of my knowledge, the engine listed above has not been subjected to any extreme heat or other form of extreme stress, e.g., major engine failure, fire, or involved in an incident or accident as defined by the relevant authority, and has not been immersed in salt water or otherwise exposed to corrosive agents outside normal operation, during lease period July 14 2007 TSN 17314.10 CSN16709 to September 14 2007 TSN 17359.8 CSN 16725.

Signature: Sal

Tille: Main mance Co-ordinates -

Date: Oct. 19 2007.