

 DELTA
TechOps

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

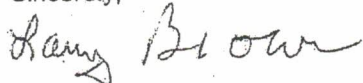
2/5/2010

Subject: ESN 807210

Dear Mr. Moabery

Delta Air Lines, Inc. has disassembled CF34-3 engine serial number 807210 under Delta work order 92252 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,



Larry Brown
Account Manager
(Work) 404-714-0261
(Cell) 404-202-2355
(Fax) 404-677-5832
larry.brown@delta.com

 **DELTA**

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

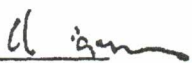
A. Engagement; Sales.

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. ARIES 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-100ER	MSN 7057

Along with

CF34-3A1 Engine	ESN 807192
CF34-3A1 Engine	ESN 807210

And

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

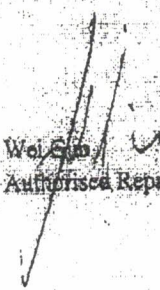
NOW, THEREFORE, in consideration of the receipt of US\$ [redacted] by the Seller (the receipt and sufficiency of which are hereby acknowledged by Seller), the Seller hereby transfers to the Purchaser, and the Purchaser accepts legal and beneficial title to the Aircraft free of all liens and encumbrances 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. ARIES KG
(acting through DSF Aircraft Leasing GmbH)

By: 
Title: Managing Director
Date: 17 January 2006


Wolfram
Authorized 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. ARIES KG**
(acting through DSF Beteiligungsgesellschaft mbH)
Aircraft Leasing GmbH ac
and *BP*

AIR LITTORAL S.A.

relating to
one Canadair CRJ-100 ER Aircraft
Manufacturer's Serial Number 7057
Registration Mark F-GLIZ

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. ARIES KG**, a limited partnership organised and existing under the laws of Germany and acting through **DSF 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 7057, registration mark F-GLIZ and as more particularly described in the Lease Agreement; and

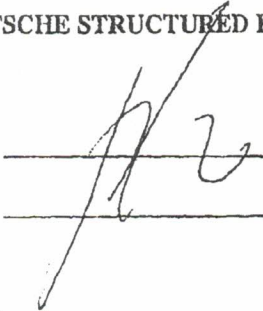
"**Relevant Transaction Documents**" means the Aircraft Sale Agreement and the Lease Agreement.

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. ARIES KG

(acting through DSF Beteiligungsgesellschaft mbH)

nicht leasing gutt

de h

By: 

By: _____

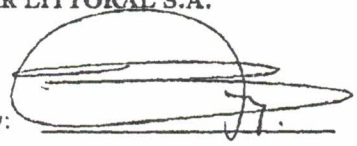
Title: _____

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 7057
Registration Mark F-GLIZ

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-GLIZ
Date of Manufacture	14 December 1994
Manufacturer/Model	Canadair CRJ-100 ER
Serial Number	7057
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	28 November 1998

Engines CF34-3A1 turbofan installed as at

Position	1.	2.
With a thrust rating of:	8729 lbs	8729 lbs
Serial Number	807277	807192
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

for and on behalf of

DEUTSCHE STRUCTURED FINANCE & LEASING GMBH



Signatures:

Names:

Titles:

The Lessee

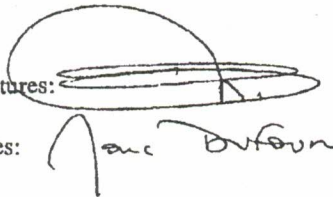
for and on behalf of

AIR LITTORAL S.A.

Signatures:

Names:

Titles:



STATEMENT

Ref: DO2215T110406N2
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. 30th, 2004 till Apr 11th, 2006) in Adria Airways Part-145 AMO facilities, CL-600-2B19 (S/N 7057), registration F-GLIZ (newly registered as N705EB) has had experienced no major incident and no accident.

At the moment on CL-600-2B19 (S/N 7057) Engine One S/N 807192, Engine Two S/N 807210 and APU S/N P-305C are installed.

On this aircraft 18955:48 FH and 18140 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_GLIZ



STATEMENT OF INCIDENT/ACCIDENT ON
CRJ MSN 7057

Statut incident et accident en exploitation du CRJ MSN 7057

AIR LITTORAL Industrie certifies that, during AIR LITTORAL operation, the aircraft CRJ MSN 7057 registered F-GLIZ has no major incident and no accident since the 27th of January 1995.

AIR LITTORAL Industrie certifie que l'avion CRJ MSN 7057 immatriculé F-GLIZ n'a pas eu, durant sa période d'exploitation par Air Littoral, d'incident ni d'accident depuis le 27 Janvier 1995.

DATE :

14/02/2004

VISA :





5400 NW 35th Avenue
Prospect Park - Building 16
Fort Lauderdale, FL 33309
Phone: 954-676-3111
Fax: 954-676-9946

To Whom It May Concern:

Subject: ESN 807210 operated by Air Littoral

(Reference following pages marked page 1 & 2)
ESN 807210 last operated by Air Littoral on AC Registered F-GPTF (NOT AC 7057) up through February 2004. The engine ESN 807210 accrued 18,414 hrs and 17,904 cycles during this operation.

(Reference following pages marked page 1 & 2)
Air Littoral returned aircraft 7057 registered F-GLIZ with (ESN 807210 & ESN 807192 installed) to the leasing company (DSF Aircraft Leasing GMBH & CO. Aries KG) when Air Littoral ceased operation February 2004.

(Reference following pages marked page 1 & 2)
Prior to Air Littoral returning this aircraft 7057 with ESN 807210 it was operated by Air Littoral on aircraft 7197 registered F-GPTF which this aircraft was returned to its owner (GIE LERINS per ACAS) when Air Littoral ceased operation February 2004 without ESN 807210 installed.

(Reference following pages marked page 3, 4, & 5)
Aircraft sheet from Air Littoral documents that ESN 807210 was operated on aircraft registered F-GPTF in the number 1 engine position. Non incident provided by Air Littoral for aircraft registered F-GPTF which ESN 807210 was operated.

(Reference following pages marked page 6, 7, 8, 9, & 10)
Work Scope document from Adria Airways Part - 145 repair facility shows ESN being installed on aircraft 7057 on a work order to Adria Airways, who was then performing the preservation maintenance, to remove ESN 807210 from AC F-GPTF, rob the QEC from ESN 807277, and install ESN 807210 on AC F-GLIZ (7057).

(Reference following pages marked page 11, 12, & 13)
Power of attorney documents showing that DSF Aircraft Leasing GmbH & Co Aries KG owned aircraft 7057 registered F-GLIZ with ESN 807210 & ESN 807192 installed which was returned from Air Littoral.

INDIVIDUAL AIRCRAFT REPORT

Serial No.: RJ7057

Operator: GA TELESIS TURBINE TECHNLOGIES

Serial No.: RJ7057

A/C Registration : N705EB

A/C Type : CRJ

A/C Model : CRJ-100ER

No Damage History Records for this aircraft.

Disclaimer:

Whilst every care is taken by Avsoft Limited and Aon Limited to ensure that the data supplied is accurate, neither company warrants that the data supplied is correct (either in terms of events reported or absence of reported events, or otherwise).
The Licensee agrees that it will have no claim against Avsoft Limited and/or Aon Limited in relation to and/or arising out of the supply of data which is not accurate and/or correct.

Operator	Reg	From	To	Model	Engine Type	Hours	Cycles	Remarks
AIR LITTORAL	F-GLIZ	10/31/1994	10/31/1994	CRJ-100ER	CF34-3A1	0	0	Delivered New
GENESE CORPORATION	F-GLIZ	10/31/1994	10/31/1994	CRJ-100ER	CF34-3A1	0	0	Purchased S/Hand
AIR LITTORAL	F-GLIZ	10/31/1994	10/22/1999	CRJ-100ER	CF34-3A1	10067	9606	Leased
DEUTSCHE OPERATING LEASING	F-GLIZ	10/22/1999	10/22/1999	CRJ-100ER	CF34-3A1	0	0	Bght Lse Intact
AIR LITTORAL	F-GLIZ	10/22/1999	02/17/2004	CRJ-100ER	CF34-3A1	8041	7775	Leased
AIR LITTORAL (CEASED OPS)	F-GLIZ	02/17/2004	02/17/2004	CRJ-100ER	CF34-3A1	0	0	Op. Name Change
DEUTSCHE OPERATING LEASING	F-GLIZ	02/17/2004	01/19/2006	CRJ-100ER	CF34-3A1	0	0	Returned
GA TELESIS TURBINE TECHNLOGIES	N705EB	01/19/2006	04/21/2006	CRJ-100ER	CF34-3A1	0	0	Purchased S/Hand
GA TELESIS TURBINE TECHNLOGIES	N705EB	04/21/2006	04/21/2006	CRJ-100ER	CF34-3A1	0	0	Retired

Page 1

07/12/2007

ACAS Individual Aircraft Report by Flight, Rugby, England.

Update Period March 2007

Page No.

1

INDIVIDUAL AIRCRAFT REPORT

Serial No.: RJ7197

Operator: GIE LERINS

Disclaimer:

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The Licensee agrees that it will have no claim against Avsoft Limited and/or Aon Limited in relation to and/or arising out of the supply of data which is not accurate and/or correct.

Transaction History for Serial No.

RJ7197

Operator	A/C Reg.	From	To	A/C Model	Engine Type	Hours	Cycles	Remarks
AIR LITTORAL	F-GPTF	10/17/1997	10/17/1997	CRJ-100ER	CF34-3A1	0	0	Delivered New
GIE LERINS	F-GPTF	10/17/1997	10/17/1997	CRJ-100ER	CF34-3A1	0	0	Purchased S/Hand
AIR LITTORAL	F-GPTF	10/17/1997	10/01/2002	CRJ-100ER	CF34-3A1	10770	9840	Leased
BRIT AIR	F-GPTF	10/01/2002	09/30/2003	CRJ-100ER	CF34-3A1	1915	2043	Sub-Leased
AIR LITTORAL	<u>F-GPTF</u>	09/30/2003	02/17/2004	CRJ-100ER	CF34-3A1	0	0	Returned
AIR LITTORAL (CEASED OPS)	F-GPTF	02/17/2004	02/17/2004	CRJ-100ER	CF34-3A1	0	0	Op. Name Change
GIE LERINS	F-GPTF	02/17/2004	1 /	CRJ-100ER	CF34-3A1	0	0	Returned

Page 2

07/05/2007

ACAS Individual Aircraft Report by Flight, Rugby, England.

Update Period March 2007

Page No. 3

DPKX16E
Usr
Ecr

POTENTIELS RESTANTS
Vieillessement actuel +

F-GTTF APPLICABILITE

23/04/04
10:21:50

Heures
Cycles
Mots
NAPU
CAPU



**AIR LITTORAL
INDUSTRIE**

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

ENCLAVE LLP STANUS

807057

LLP STANUS IS

INCLUDED IN LLP STANUS

N. H. A. B. E. M.
[Signature]

ATT Enclaves - 14/1/04

< AWASIS > *****
 PAK16E POTENTIELS RESTANTS A/C F-GPTF (F-GPTF) Applicabilité CRJ Page: 2 *
 De la position E à E999999 23/04/04 *
 Type protocole " Type pièce " 10:21:50 *

Imulation Mois
 le 23/04/2004 13605,11 FH 12604,00 CY 9810,00 HAPU 14958,54 CAPU

POSITION	LIBELLE	F.I.N.	ZONE	ETOPS	TYPE PROTOCOLE	PHASING	TOLERANCE							
DATE DE POSE	DESIGNATION	PN	SN	REFERENCE SPECIFIQUE										
	INSPECTION	BI	SI	Reste	Butée	BO	SO	Reste	Butée	Max	SN	Reste	Butée	
ENGINE1	ENGINE CF-34-3A1	PN	999	N	H/T	PNS	SNS							
25/03/2003	ENGINE CF-34-3A1	PN	807210											
	PH	O/C	1808	O/C	O/C	O/C	O/C	18414	O/C	O/C	18414	O/C	O/C	
	CY	O/C	1834	O/C	O/C	O/C	O/C	17904	O/C	O/C	17904	O/C	O/C	
ENGINE2	ENGINE CF-34-3A1	PN	999	N	H/T	PNS	SNS							
25/03/2003	ENGINE, MODEL CF34-3A1	PN	807580											
	PH	O/C	1808	O/C	O/C	O/C	O/C	9672	O/C	O/C	9672	O/C	O/C	
	CY	O/C	1834	O/C	O/C	O/C	O/C	9489	O/C	O/C	9489	O/C	O/C	
E720001	FAN DISK	PN	730	N	H/T	PNS	SNS							
25/03/2003	FAN DISK	PN	6078157G05											
	PH	O/C	1809	O/C	O/C	O/C	O/C	13449	O/C	O/C	13449	O/C	O/C	
	CY	O/C	1835	O/C	O/C	O/C	O/C	12943	O/C	O/C	24300	12943	11357	23961
E720002	FAN DISK	PN	730	N	H/T	PNS	SNS							
25/03/2003	FAN DISK	PN	6078157G05											
	PH	O/C	7026	O/C	O/C	O/C	O/C	9673	O/C	O/C	9673	O/C	O/C	
	CY	O/C	7016	O/C	O/C	O/C	O/C	9489	O/C	O/C	24300	9489	14811	27415
E722031	SHAFT FAN DRIVE	PN	730	N	H/T	PNS	SNS							
25/03/2003	SHAFT FAN DRIVE	PN	6036178P02											
	PH	O/C	6356	O/C	O/C	O/C	O/C	6356	O/C	O/C	6356	O/C	O/C	

Page 4

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STATEMENT OF INCIDENT/ACCIDENT ON
CRJ MSN 7197

Statut incident et accident en exploitation du CRJ MSN 7197 ←

AIR LITTORAL Industrie certifies that, during AIR LITTORAL operation, the aircraft CRJ MSN 7197 registered F-GPTF and its components has no major incident and no accident since the 17th of October 1997. ←

AIR LITTORAL Industrie certifie que l'avion CRJ MSN 7197 immatriculé F-GPTF n'a pas eu, Durant sa période d'exploitation par Air Littoral, d'incident ni d'accident depuis le 17 Octobre 1997.

DATE:

14/6 2/2006

VISA:



Page 5

STATEMENT

Ref: DO2215T110406N2
Date: 11.04.2006

OBO04 Ver. 23.03.2004

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

This is to confirm

that during storage (from Apr. 30th, 2004 till Apr. 11th, 2006) in Adria Airways Part-145 AMO facilities, CL-600-2B19 (S/N 7057), registration F-GLIZ (newly registered as N705EB) has had experienced no major incident and no accident.

At the moment on CL-600-2B19 (S/N 7057) Engine One S/N 807192, Engine Two S/N 807210 and APU S/N P-305C are installed.

On this aircraft 18955:48 FH and 18140 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
Kucmačeva 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_GLIZ



Page 1 / printed 05/05/2006

Page 6

SEQ No.	WORK REF. (JCF,EO,DC,WO)	WORK DESCRIPTION	NOTE
1.	GAT003/2006	ON 25.01.2006 PERFORM MONTHLY MAINTENANCE CHECKS FOR PROLONGED STORAGE OF A/C IN ACCORDANCE WITH AMM TASK 10-12-00-210-811.	
2.	GAT004/2006	ON 25.02.2006 PERFORM MONTHLY AND BI-MONTHLY MAINTENANCE CHECKS FOR PROLONGED STORAGE OF A/C IN ACCORDANCE WITH AMM TASK 10-12-00-210-811 AND TASK 10-12-00-210-810.	
3.	GAT005/2006	ON 25.03.2006 PERFORM MONTHLY MAINTENANCE CHECKS FOR PROLONGED STORAGE OF A/C IN ACCORDANCE WITH AMM TASK 10-12-00-210-811.	
4.	GAT008/2006	PERFORM THE BORESCOPE INSPECTION OF ALL COMPRESSOR AND TURBINE STAGES (IF POSSIBLE), NGV, COMBUSTOR CHAMBER AND AGB I.A.W. AMM TASK 72-00-00-200-802 ON ENGINE S/N 807192, LH POSITION, (ENGINE IS LOCATED IN ENGINE SHOP)	
5.	GAT009/2006	PERFORM THE BORESCOPE INSPECTION OF ALL COMPRESSOR AND TURBINE STAGES (IF POSSIBLE), NGV, COMBUSTOR CHAMBER AND AGB I.A.W. AMM TASK 72-00-00-200-802 ON ENGINE S/N 807210, RH POSITION, (ENGINE IS LOCATED IN ENGINE SHOP)	
6.	GAT011/2006	REMOVE FRENCH REG. F-GLIZ AND INSTALL NEW US REG. N705EB (FLACARD) ON FUSELAGE. WING REG. NR. COVER WITH FOIL	
7.	GAT014/2006	ACCOMPLISH THE ASSISTANCE TO NDT ENGINEER DURING THE BSI OF LH ENGINE, S/N 807192.	
8.	GAT015/2006	ACCOMPLISH THE ASSISTANCE TO NDT ENGINEER DURING THE BSI OF RH ENGINE, S/N 807210	
9.	GAT016/2006	PERFORM COMPLETION (FINAL ADJUSTMENT OF THE QEC) FOR ENGINE S/N 807192 I.A.W. PPBM 71-00-03	
10.	GAT017/2006	PERFORM INSPECTION OF THE QEC COMPONENTS FOR ENGINE S/N 807210 I.A.W. SPM 70-30-00-200-001	
11.	GAT018/2006	CF34-3B1 ENGINE: POWERPLANT BUILDUP FROM BARB ENGINE, ENGINE S/N 807210 TO RH POSITION I.A.W. CRJ PPBM AND EO CRJ200-086	
12.	GAT019/2006	INSTALL ENGINE S/N 807192 ON LH POSITION I.A.W. EO CRJ200-089	
13.	GAT020/2006	INSTALL ENGINE S/N 807210 ON RH POSITION I.A.W. EO CRJ200-089	
14.	GAT021/2006	PERFORM ENGINE GROUND RUN-UP AND TESTING I.A.W. EO CRJ200-095 ON LH ENGINE, S/N 807192	

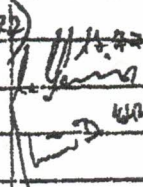
17.	GAT026/2006	PERFORM RETURN TO SERVICE - PROLONGED AND LONG - TERM STORAGE I.A.W. AMM TASK 10-12-00-550-806	
18.	GAT029/2006	PERFORM ALTIMETER SYSTEM TEST AND INSPECTION I.A.W. FAR 91.172 PART 43, APPENDIX E	
19.	GAT030/2006	PERFORM MODE S TRANSPONDER TESTING I.A.W. FAR 91.172 PART 43, APPENDIX F, USING ATC-601 TESTER	
20.	GAT032/2006	INSTALL BATTERY CHARGER (REMOVED FROM N753BB) I.A.W. AMM 24-32-03-400-801	
21.	GAT033/2006	PERFORM THE FUNCTIONAL TEST PROCEDURE P601R4500 (DAILY INSPECTION)	
22.	GAT034/2006	PERFORM THE FUNCTIONAL TEST OF THE LANDING GEAR EXTENSION/RETRACTION SYSTEM I.A.W. AMM TASK 32-30-00-720-801	
23.	GAT038/2006	NDB LOADING TO FMS	
24.	GAT039/2006	PERFORM THE SERVICE CHECK I.A.W. AMM TASK 05-20-00-200-801.	
25.	GAT040/2006	PERFORM THE ROUTINE CHECK I.A.W. AMM TASK 05-20-00-200-802.	
26.	GAT043/2006	PERFORM ATC - MODE S CONFIGURATION CODE STRAPPING I.A.W. E.O. CRJ-222	

WOF Form 1

Date:		Name: KERŽIČ A.	Sign: Keržic
STARTING DATE: 08.04.06		CLOSING DATE: 20.04.06	
LEAD MECHANIC:	Date: 20.04.06	Name: F. JAIŠVIČ	Sign: [Signature]
INSPECTOR:	Date: 20.04.06	Name: F. JAIŠVIČ	Sign: [Signature]

ADRIA ADRIA AIRWAYS		WORK ORDER		WO NUMBER: GAT018/2006	
A/C REG.: N705EB CRJ 200 S/N 7057		A1 CF34-3B1 ENGINE: POWERPLANT BUILDUP FROM BARE ENGINE		ISSUE: 08.03.2006 REQUIRED BY: Kerzic A.	
TO BE ACCOMPLISHED BEFORE:					

INSTRUCTIONS: CF34-3B1 Engine: Powerplant Buildup from Bare engine, Engine S/N 807210 to RH position i.e.w. CRJ PPM and EO CRJ-486.

ACTIONS TAKEN:				Performed by	Inspected by
INSTALLED THE QEC (REMOVED FROM 1165/807210) ON ENG 31 807210 (RH) POSITION.					
REPLACED PARTS				P/N ON	S/N ON
				P/N OFF	S/N OFF

DATE OF ACCOMP.	24.03.2006	MECH.	L. Hain	INSP.	
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JOB SET-UP INFORMATION

A. WORK PLANNING

A/C ELAPSED TIME (HOURS)	PLANNING CATEGORY			HANGAR REQUIRED	A/C ELEC PWR		A/C HYD PWR		FUEL ON BOARD	
	check	/out of check		yes/no	yes/no		yes/no		yes/no	
SPECIALITY	AMS	IRE	NDT	W CAB	W ENG	W HYD	W IRE	W PNT	W STR	TOTAL
MANHOUR										

B. WORK PREPARATION

A. DOCUMENTATION		REQUIRED	NOTED
PPM CSP A-802	CF34 Powerplant Buildup Manuals		*
EO CRJ-086	CF34-3B1 Engine: Powerplant Buildup from Bare Engine		*

* Marked procedures must be launched with W.O..

B. LRU MATERIAL			REQUIRED		ORDERED		AVAILABLE	
LRU P/N	LRU PART NAME	QTY	Order date	Supply till	Store Pos.	Stock Qty		II
C. EXPENDABLE MATERIAL			REQUIRED		ORDERED		AVAILABLE	
P/N	PART NAME	QTY	Order date	Supply till	Store Pos.	Stock Qty		III
D. CONSUMABLE MATERIAL			REQUIRED		ORDERED		AVAILABLE	
MAT. NO.	MATERIAL NAME	ADR STOCK MATERIAL NAME	QTY	Store Pos.				IV
E. SPECIAL TOOL & EQUIPMENT			REQUIRED		ORDERED		AVAILABLE	
P/N	TOOL & EQUIPMENT NAME		Notes					V
Checks I&V by PD			B&C Material Reservation			Checks II,III,IV & Res. by SK		
Date, Name & Sign.			Res. Ref.			Date, Name & Sign.		
YES NO								

AORIP ADRIA AIRWAYS		ENGINEERING ORDER		EO NUM.: CRJ-006	
EFFECTIVITY: CF34-3B1		CF34-3B1 ENGINE: POWER PLANT BUILDUP FROM BARE ENGINE		ISSUE: IV 13/07-04	
				PAGE: 1 OF 15	
Prepared by	Name: R. Kotonji / V. Grguric	Date/Sign: 24.03.2006	AD NOTE No & Time Scale		
Checked by	Name: A. Cerne	Date/Sign: 24.03.2006	References: (SR, VSB, SIL, AOL, AOT, AOW, OIT, TPL, ...)		
Approved by	Name: P. Senk	Date/Sign: 20.8.06	CRJ PPBM CSP A-002 (Engine Buildup Manual)		
CAA Approval Ref. (if applicable)					
Mod.No.		P/N Before	Documentation Affected (YES/NO)		
JC Added	No		FCOM	No	AMM
JC Changed	No	P/N After	MEL	No	IPC
JC Cancelled	No		WBM	No	AWM
Weight Change	No	ENGINE	Pos.	LH	(RH)
Moment Chg.	No	S/N	Pos.		
To be planned		Work Evidence No			
To be accomplished after or together with		Launched by	Date, Name & Sign.		
Accomplished by	Date, Ltr. No & Sign: 24.03.2006	ENG Dept Evaluation requested (YES/NO)	YES		
EO remark added	YES NO	If YES, performed by	Date, Name & Sign.		
ON	SW1	SW2	Future Planning Requirements: Approved Sign.		
OFF	SW1	SW2			
Inspected by	Date, Name & Sign: 24.03.2006	EO Elaborated by	Date, Name & Sign.		

1. REASON: To prepare the engine for installation.

2. DESCRIPTION: Self Descriptive.

General note: For planning, documentation, material and tool & equipment information see page 2.

2.1. RELATED EO-s

EO CRJ 200-325 Power plant disassembly to bare engine
EO CRJ 200-329 Power plant conversion right to left
EO CRJ 200-330 Power plant conversion left to right

2.2. ENGINE DETAILS:

CF34-3B1	CF34-A1	S/N:	807 210
DATE OF COMPLETION:		24.03.2006	

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

75770 Paris Cedex 16

Béatrice Peters

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

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

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
Stb. Frankfurt am Main
Antragsteller Frankfurt am Main
HRB 38.34
USt-IdNr.: Nr. DE 811 774 167Tel. +49-69 9714 97-0
Fax +49-69 9714 97-15
E-Mail: DSF@DSF-FRA.de
www.DSF-FRA.deBankverbindung:
SEB AG, Frankfurt am Main
BLZ 600 101 11
Konto Nr. Euro: 166 787 2500
Konto Nr. USD: 666 787 2500Geschäftsführung:
Paul F. Stenhardt (Sprecher)
Janine I. Schellhorn
David G. Norris
Yiwei Guo
Vorsitzender des Beirats:
Michael A. Kramer

Page 11

DSF AIRCRAFT LEASING GMBH & CO ARIES 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
Aries KG (le "Constituant"),

au titre de l'acte constitutif d'hypothèque
aérienne en date du 21 décembre 2000 inscrite
sous le numéro 66357 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 7057 et la marque d'immatriculation
française F-GLIZ (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 Marchoud 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
démarches 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 : 807210 et 807192 ;

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

PAR 1/21127/01
Arg. F-GLIZ - SN 7057

POWER OF ATTORNEY

We, the undersigned PAUL STEINHARDT
and DAVID NORRIS

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

pursuant to the *acte constitutif d'hypothèque
aérienne* dated 21 December 2000 recorded
under number 66357 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 7057 and French registration
mark F-GLIZ (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 Marchoud 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 807210 and 807192;

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

C2650-1 AIRCRAFT-PAR

Page 12

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 eu égard 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
AGIES 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

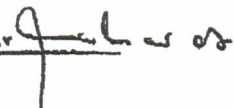
on this day 19 of May 2003

**DSF AIRCRAFT LEASING GMBH & CO
AGIES 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 : Bon pour pouvoir 

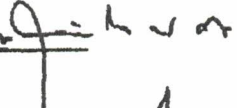
Nom : Paul Steinhardt

Titre : Président-Directeur Général

Par : Bon pour pouvoir 

Nom : David Norris

Titre : Fondé de pouvoir

By: Bon pour pouvoir 

Name: Paul Steinhardt

Title: Managing Director

By: Bon pour pouvoir 

Name: David Norris

Title: Prokurist