

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. JUNO 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 7053

Along with

CF34-3A1 Engine	ESN 807193
CF34-3A1 Engine	ESN 807212

And

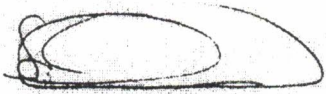
All aircraft and engine records, manuals and data pertaining to the Aircraft in the Seller's possession.

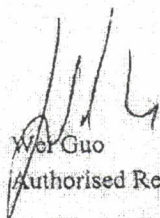
NOW, THEREFORE, in consideration of the receipt of US\$ [REDACTED] by the Seller (the receipt and sufficiency of which are hereby acknowledged by Seller), the Seller hereby transfers to the Purchaser, and the Purchaser accepts legal and beneficial title to the Aircraft free of all liens and encumbrances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

By: 
Title: Managing Director
Date: 17 January 2006


Wei Guo
Authorised 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. JUNO KG
(acting through DSF Beteiligungsgesellschaft mbH)

and

AIR LITTORAL S.A.

relating to

one Canadair CRJ-100 ER Aircraft
Manufacturer's Serial Number 7053
Registration Mark F-GLIY

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. JUNO 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 7053, registration mark F-GLIY and as more particularly described in the Lease Agreement; and

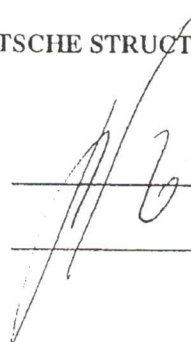
"**Relevant Transaction Documents**" means the Aircraft Sale Agreement and the Lease Agreement.

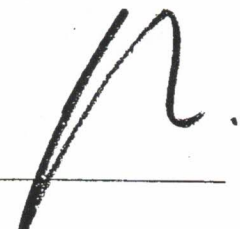
1.2 All other terms and conditions used herein shall, unless the context otherwise expressly requires, bear the meaning ascribed thereto in the Lease Agreement.

EXECUTION PAGE

The Lessor

DEUTSCHE STRUCTURED FINANCE GMBH

By:  _____

By:  _____

Title: _____

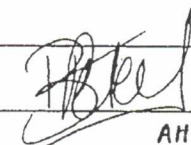
Title: _____

The New Lessor

DEUTSCHE STRUCTURED FINANCE GMBH & CO. JUNO KG

(acting through DSF Beteiligungsgesellschaft mbH)

acting as leasing partner

By:  _____

By: _____

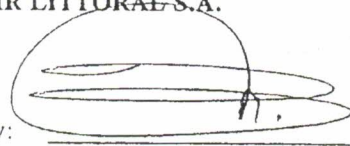
Title: _____

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 7053
Registration Mark F-GLIY

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-GLIY
Date of Manufacture	27 October 1994
Manufacturer/Model	Canadair CRJ-100 ER
Serial Number	7053
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	4 December 1998

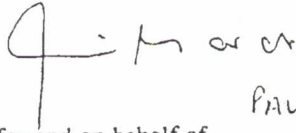
Engines CF34-3A1 turbofan installed as at

Position	1.	2.
With a thrust rating of:	8729 lbs	8729 lbs
Serial Number	807056	807212
Total time since new		
Total flight cycles since new		

(NB to the extent not known at the date hereof, see Acceptance Certificate)

EXECUTION PAGE

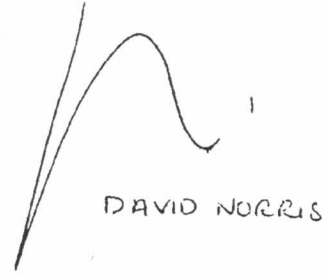
The Lessor



PAUL STEINHARDT

for and on behalf of

DEUTSCHE STRUCTURED FINANCE & LEASING GMBH



DAVID NORRIS

Signatures:

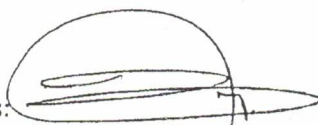
Names:

Titles:

The Lessee

for and on behalf of

AIR LITTORAL S.A.

Signatures: 

Names: 

Titles: PRESIDENT

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

This is to confirm

that during storage (from Apr. 8th, 2004 till Apr. 11th, 2006) in Adria Airways Part-145 AMO facilities, CL-600-2B19 (S/N 7053), registration F-GLIY (newly registered as N753EB) **has had experienced no major incident and no accident.**

At the moment on CL-600-2B19 (S/N 7053) Engine One S/N 807193, Engine Two S/N 807212 and APU S/N P-259 are installed.

On this aircraft 19263:10 FH and 18165 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 OF INCIDENT/ACCIDENT ON
CRJ MSN 7053 registred F-GLIY

Statut incident et accident en exploitation du CRJ MSN 7053 registred F-GLIY

AIR LITTORAL Industrie certifies that the aircraft CRJ MSN 7053 registred F-GLIY has no major incident and no accident since the 17th of december 1994.

AIR LITTORAL Industrie certifie que l'avion CRJ MSN 7053 immatriculé F-GLIY n'a pas eu d'incidents ni d'accident depuis le 17 décembre 1994 .

DATE : 14/02/2004

VISA :



DRAFT v1
December 11, 2008

ENGINE LEASE AGREEMENT

THIS ENGINE LEASE AGREEMENT (the "Agreement" or "Lease") is dated as of the 11th day of December 2008, between CRESSING, Ltd, a British Virgin Island limited liability company ("Lessor"), GA Telesis, LLC, a Limited Liability Partnership located at 5400 NW 35th Avenue, Building #16, Prospect park #3, Fort Lauderdale, FL 33309, USA ("Lease Manager") and Jetlink Express Limited, a Kenyan corporation organized and existing under the laws of Kenya, located at L.R. 22590, 1st floor, Freight Complex, Cargo Village, Embakasi, P.O. Box 3931, Nairobi (00506), Kenya ("Lessee").

WHEREAS, Lessor is owner and holder of title of that certain aircraft engine (as more particularly identified in the Equipment Schedule referred to below);

WHEREAS, Lessee desires to lease from the Lessor and the Lessor is willing to lease to Lessee, such Engine, upon and subject to the following terms and conditions.

WHEREAS, Lease Manager has been appointed by Lessor in order to administer and follow the execution of this Agreement on behalf of Lessor, as indicated herein, including but not limited to Delivery and Redelivery of the Engine to Lessee.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Definitions.** The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Basic Rent" shall mean the monthly amount payable in advance from the Term Beginning Date for the Engine as set forth in the Equipment Schedule.

"Basic Rent Payment Date" shall mean the date that Basic Rent is due and payable and shall be calculated from the Term Beginning Date. It is further understood and agreed that if a Basic Rent Payment Date shall fall on a day which is not a Business Day, any payment due on such Basic Rent Payment Date shall be made on the preceding Business Day.

"Business Day" shall mean any day from Monday through Friday other than any day on which banking institutions in New York, London and Kenya are authorized or required by law to be closed.

"Delivery" shall mean the actual delivery of the Engine to Lessee.

"Delivery Date" shall mean the date that the Lessor deliver or cause to be delivered any Engine to Lessee for which an Equipment Schedule may be executed.

"Deposit" shall mean the first month Basic Rent and the final month Basic Rent.



DRAFT v1
December 11, 2008

harmless the other from liability for fees, commissions or other claims of any intermediary arising as a result of actions of the indemnifying party.

(xi) Excusable Delay. Neither party shall be liable nor deemed to be in default for any delay or failure under this Agreement due to *force majeure* or any other cause beyond its reasonable control.

(xii) Confidentiality. Except as may be required by law or pursuant to judicial proceedings, neither party shall disclose any information communicated to it by the other party or the other's affiliates in connection with this Agreement, including, without limitation, the terms of this Agreement, to any third party without the prior written consent of the other party. This obligation shall survive two (2) years after termination or expiration of this Agreement for any reason whatsoever.

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

Jetlink Express Limited
(Lessee)

By: 
Name: CAPT. HIRAN PATEL
Title: EXECUTIVE DIRECTOR

GA TELESIS, LLC
(Lease Manager)

By: 
Name: Abdul Moabery
Title: President & CEO

CRESSING, Ltd.
(Lessor)

By: 
Name: JANICE BEAZER
Title: Authorized Signatory

FOR WESTLAW LIMITED

EXHIBIT A - FORM OF EQUIPMENT SCHEDULE

EQUIPMENT SCHEDULE NO. 1

This Equipment Schedule No. 1, dated ___, December, 2008, between Cressing Ltd., a BVI Limited Liability Company ("**Lessor**") and Jetlink Express Limited, a company organized and existing under the laws of Kenya, located at L.R. 22590, 1st floor, Freight Complex, Cargo Village, Embakasi, P.O. Box 3931, Nairobi (00506), Kenya ("**Lessee**").

This Equipment Schedule supplements the Lease Agreement dated as of ___, December 2008 (the "Lease"), between Lessor and Lessee and the following described Engine is hereby subject to the terms and conditions of the Lease:

1. Engine: one (1) General Electric CF34-3A1 engine bearing manufacturer's serial number 807212, in QEC configuration in accordance with Lease Manager-provided component inventory list and that certain engine transportation stand bearing serial number 11932-4.
2. Owner/Lessor: Cressing Ltd., Craigmuir Chambers, Russell Hill, P.O. Box 71, Road Town, Tortola, British Virgin Islands.
3. Lease Manager: GA Telesis, LLC, 5400 NW 35th Avenue, Building 16, Fort Lauderdale, Florida.
4. Lessee: Jetlink Express Limited, L.R. 22590, 1st floor, Freight Complex, Cargo Village, Embakasi, P.O. Box 3931, Nairobi (00506), Kenya.
5. Replacement Value: Two Million United States Dollars (US\$2,000,000.00).
6. Deposit: Sixty Thousand United States Dollars (US\$60,000.00). This Deposit shall be held by Lessor until the Lessee meets all of the Return Conditions for the Engine whereupon it shall be returned by Lessor to Lessee, less any monies drawn against it in accordance with the lease documentation.
6. Basic Rent: Basic Rent for the Engine shall be payable monthly in advance on the tenth of each month ("Basic Rent Payment Date") at the rate of Six Hundred Fifty United States Dollars (US\$650.00) per day:
7. Supplemental Rent: Supplemental Rent for the Engine shall be payable monthly in arrears on the 10th of each month ("Supplemental Rent Payment Date") at the rate of One Hundred United States Dollars (US\$100.00) per hour and Thirty-five United States Dollars (\$35.00) per cycle based upon 100 hours per month (the "Minimum Utilization Amount"). Any utilization above the Minimum Utilization Amount shall be paid by Lessee to Lessor in addition to the Minimum Utilization Amount on the Supplement Rent Payment Date.
8. Lease Term Beginning Date: December 11, 2008, same as Delivery Date.

9. Delivery Date: December ____, 2008.
10. Delivery Location: GA Telesis, LLC, 5400 NW 35th Avenue, Building 16, Fort Lauderdale, Florida, United States of America.
11. Redelivery Location: GA Telesis, LLC, 5400 NW 35th Avenue, Building 16, Fort Lauderdale, Florida, United States of America, unless an alternate location is provided in writing by Lessor.
12. Lease Term Expiry Date: One hundred eighty (180) days after the Delivery Date, unless terminated earlier in accordance with the terms of this Lease. Thereafter, provided that no Default shall have occurred and be continuing, the Lessee shall have the option to extend the Lease for successive two-month periods by giving Lessor written notice of such election not less than thirty (30) days prior to the end of the then-current term.

IN WITNESS WHEREOF, the parties have executed this Equipment Schedule No. 1 as of the date first written above.

JETLINK EXPRESS LIMITED (Lessee)

By: _____

Title: _____


Kuran Pappa

CRESSING, LTD. (Lessor)

By: _____

Title: Authorised Signatory

FOR WESTLAW LIMITED

GA TELESIS, LLC (Lease Manager)

By: _____

Title: _____

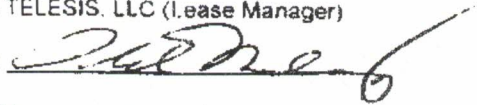

Abdol Moabery
President & CEO

EXHIBIT B

ENGINE DELIVERY RECEIPT

Received From GA TELESIS, LLC

Delivered To: JETLINK EXPRESS LIMITED

The undersigned hereby acknowledges that on this 11 day of December 2008, the undersigned did receive from GA TELESIS, LLC, for all purposes under the Engine Lease Agreement dated as of 11 December 2008 and Equipment Schedule No. between GA TELESIS, LLC and JETLINK EXPRESS LIMITED (the "Lease"), that certain GE CF34-3A1 Engine bearing manufacturer's serial number 807212, in QEC configuration in accordance with Lease Manager-provided component inventory list and that certain engine transportation stand bearing serial number 11932-4 at the Delivery Location and, subject as provided otherwise, the Engine has met the conditions of delivery and conforms to the Lease in every respect.

Signed this 11 day of December 2008 at PM/AM.

JETLINK EXPRESS LIMITED

By: 
Its: _____



ESN 807212 Non-incident / Non-Accident Statement:

Date: 7th of July 2010

Engine Model: **CF34-3A1**
MFR S/N: **807212**

This Letter is to confirm that with regard to the above mentioned GE Engine Model CF34-3A1 bearing manufacturer serial number 807212, Jetlink, hereby confirms that to the best of our knowledge the above mentioned Engine has not been subjected to any incident, accident, failure or fire, extreme stress or over-temperature outside of normal operations, immersion in salt water nor was it obtained by, or operated by any Government or Military agencies during its operation with Jetlink until 6th July 2010.

Furthermore, during the time the above mentioned engine was owned and operated by Jetlink we can confirm that this engine was not altered from its original approved Type Certificate and has not been altered in type design.

Engine Serial Number: **807212**
Engine Model Type: **CF34-3A1**
Final Engine TSN: **21861:80**
Final Engine CSN: **20830**

Yours faithfully,

Signed:

Name:

SAMMY ONDARI

Title:

QUALITY MANAGER

Signature date:

7/7/2010

