

DELIVERY RECEIPT

The undersigned, on behalf of, and as the duly authorized officer of AAR Parts Trading, Inc. ("Buyer"), hereby acknowledges receipt from MK Leasing (U.S.A.), Ltd. ("Seller") of the delivery to Buyer at Victorville, California, this 2nd day of February, 2006, of the following described equipment:

One (1) Boeing 737-347 aircraft having manufacturer serial number 23596, with two (2) attached CFMI CFM56-3B1 engines having manufacturer serial numbers 720538 and 720558

in accordance with the terms of their Aircraft Sales Agreement dated January 13, 2006, pertaining to this transaction.

AAR Parts Trading, Inc.

By 
Name: Fred Brostoff
Title: Vice President, Contract Administration

NON-INCIDENT STATEMENT

The airframe and engines described below have not been involved in an incident or accident which resulted in damage to the airframe or any of the engines for which there was no approved repair data issued, prior to such incident or accident, by the original equipment manufacturer. Furthermore, the airframe and engines were never subjected to military or government operation.

AIRFRAME TYPE	AIRFRAME SERIAL NO.	AIRFRAME REG. NO.	TSN
Boeing 737-347	23596	N2310	52,897.6

ENGINE TYPE	ENGINE SERIAL NO.	TSN	CSN
CFM56-3B1	720538	44,947.7	30,333
CFM56-3B1	720558	45,638.3	31,420

MK LEASING (U.S.A.), LTD.

By 

Name: M. Kraselnick

Title: President



Delta Air Lines, Inc.
Post Office Box 20706
Atlanta, Georgia 30320-6001

July 24, 2006

To whom it may concern:

The purpose of this letter is to provide background information on engines assigned to aircraft N2310 which Delta returned from lease. To the best of my knowledge, the following CFM56-3 engines were not obtained or removed from any government or military source.

720538

720558

Regards,

A handwritten signature in black ink, appearing to read "David Stape", written over a horizontal line.

David Stape
Manager – Regulatory Compliance



Delta Air Lines, Inc.
Post Office Box 20706
Atlanta, Georgia 30320-6001

December 9, 2005

To Whom It May Concern:

To the best of my knowledge, while being operated by Delta Air Lines, the aircraft bearing FAA registration number N2310, a Boeing model 737-347, serial number 23596 was involved in no accidents or incidents, as defined by the National Transportation Safety Board in 49 CFR Part 830.

Regards,

A handwritten signature in black ink, appearing to read "Richard T. Hoy" with a stylized flourish at the end.

Richard T. Hoy
Manager
Regulatory Compliance

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that:

U.S. Bank National Association, not in its individual capacity but solely as Owner Trustee under a Trust Agreement [1986 Trust G] dated as of August 29, 1986, as amended ("Seller"), in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and assign to MK Leasing (USA), Ltd. ("Buyer"), its successors and assigns, the following Aircraft; installed engines and other equipment (collectively, the "Aircraft"):

One (1) used Boeing 737-347 aircraft, bearing Manufacturer's Serial No. 23596 and FAA Registration No. N2310, including two (2) CFM56-3 engines bearing manufacturer's Serial Nos. 720-538 and 720-558 installed thereon, and all accessories, parts, avionics, instruments and other equipment installed thereon or therein.

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

Seller hereby warrants that (i) it is the lawful owner of said Aircraft, (ii) it has good and beneficial title to said Aircraft, free and clear of all liens, encumbrances, mortgages, security interests, conditional sales agreements, leases, subleases, claims and demands, of every kind and nature, whether created voluntarily or involuntarily (other than those, if any, created by Buyer), and (iii) this Bill of Sale is made and delivered pursuant to the provisions of that certain Aircraft Purchase Agreement (N2310) dated as of January 17, 2006 among Seller and Buyer and the other parties named therein, provided, however, that the warranty disclaimers in Section 9 of such Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of this 1st.
day of February, 2006.

"Seller"

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as
Owner Trustee under Trust Agreement
[1986 Trust G] dated as of August 29, 1986,
as amended

By: Deborah A. Abner
Title: Assistant Vice President

AIRCRAFT SALES AGREEMENT

CONTRACT NUMBER 27718

This agreement ("Agreement") is entered into as of this 13th day of January, 2006, by and between MK LEASING (U.S.A.), LTD. ("Seller"), and AAR PARTS TRADING, INC. ("Buyer").

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller one (1) used aircraft pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained, Seller and Buyer hereby agree as follows:

1. SUBJECT MATTER OF SALE

Seller agrees to sell to Buyer one (1) used Boeing aircraft (the "Aircraft", including two (2) installed CFMI engines (individually, an "Engine" and collectively, the "Engines") and all technical records pertaining to the Aircraft (the "Records"), more particularly described as follows:

AIRCRAFT				ENGINES			
MODEL	SER. NBR. (reg. no.)	TSN	CSN	MODEL	SER. NBR.	TSN	CSN
737-347	23596 (N2310)	To be advised	To be advised	CFM56-3B1	720538	TBA	TBA
				CFM56-3B1	720558	TBA	TBA

For purposes of this Agreement, the Aircraft less its Engines and Records shall be referred to as an "Airframe"; and each Airframe, its attached Engines, and its Records are collectively referred to herein as an "Aircraft".

2. PURCHASE PRICE AND PAYMENT

a. The purchase price for the Aircraft [REDACTED] ("Purchase Price"); and the Purchase Price shall be payable by Buyer to Seller [REDACTED]

b. Payment of the Purchase Price shall be made [REDACTED]

c. Any reference herein to the payment of money shall mean lawful money of the United States of America.

3. INSPECTION

a. Prior to Delivery, Buyer, at its expense, may perform or cause to be performed a visual inspection of the Aircraft (including borescope inspection of the Engines and inspection of all Records) at Seller's designated facility at Victorville, California ("Inspection"). Upon completion of the Inspection, Buyer shall promptly advise Seller whether or not, in Buyer's sole discretion, the Aircraft is acceptable to Buyer ("Accepted" by Buyer).

b. If Buyer finds that the Aircraft is not acceptable to Buyer, then, within thirty (30) days after receipt by Seller of Buyer's written notice of rejection, Seller will, at its option, either i) cause the Aircraft to be acceptable to Buyer (and thereafter deliver the Aircraft to Buyer), or ii) terminate this Agreement. If Seller so terminates this Agreement, neither party shall have any liability to the other for the Aircraft.

c. Seller warrants that, at Delivery hereunder, the Aircraft will be in the same condition as when Accepted by Buyer.

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AIRCRAFT RETURN RECEIPT

U. S. Bank National Association, not in its individual capacity but solely as trustee under the Trust Agreement [1986 Trust G] dated as of August 29, 1986, as amended and supplemented, as owner trustee and lessor ("Lessor") under that Lease Agreement [1986 Trust G] dated as of August 29, 1986, as amended and supplemented (the "Lease"), hereby acknowledges acceptance of possession from Delta Air Lines, Inc., as Lessee under the Lease, of one Boeing 737-347 airframe, FAA Registration No. N2310, manufacturer's serial number 23596, equipped with two (2) CPM International CFM56-3 engines, Serial Nos. 720-538 and 720-558 at Victorville, California on January 13, 2006, at 12:26'clock p.m. P.S.T.

The Aircraft had the following status at the time set forth above, subject to verification by Lessor:

AIRFRAME

<u>Total hours</u>	<u>Total cycles</u>
52,897.6	35,467

ENGINES

<u>Serial No.</u>	<u>Cycles Remaining On Lowest Life-Limited Part</u>
720-538	2359
720-558	4125

De Long Systems, Inc., D/B/A/Aeronautical Systems, as authorized agent of
U. S. Bank National Association,
Not in its individual capacity
but solely as Owner Trustee, Lessor

By: Randolph M. De Long

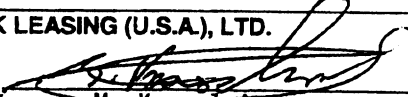
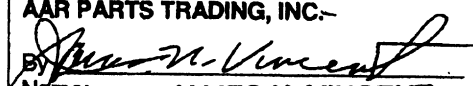
Name: Randolph M. De Long, ASA
Its: President

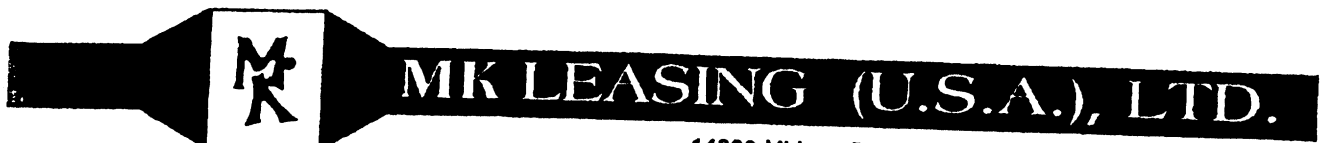
Witness:

April Miller

Contract No. 27718
B737-347 Aircraft S/N 23596

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the sale of the Aircraft.

MK LEASING (U.S.A.), LTD. By:  Name: M. Kraselnick Title: President	AAR PARTS TRADING, INC. By:  Name: JAMES N. VINCENT Title: VICE PRESIDENT
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14330 Midway Road, Suite 101
Dallas, Texas 75244
Tel.: (800) 434-0609 (011-507) 269-5149
e-mail: mkaviation@cwpanama.net

Ref: MKA-040

February 2, 2006

Mr. John White
Southern California Aviation, LLC
18438 Readiness Street
Victorville, CA 92394

Subject: One (1) Boeing 737-347 aircraft having manufacturer serial number 23596, with two (2) attached CFMI CFM56-3B1 engines having manufacturer serial numbers 720538 and 720558 (the "Aircraft")

Dear Mr. White:

With reference to your letter dated January 31, 2006, copy of which is attached hereto, we hereby notify you that title to the Aircraft was transferred by MK Leasing (U.S.A.), Ltd. to AAR Parts Trading, Inc., and that you are hereby authorized to release the Aircraft to AAR Parts Trading, Inc.

Yours truly,

A handwritten signature in black ink, appearing to read 'M. Kraselnick', written over a horizontal line.

M. Kraselnick,
President

Encl.-

CC: Mr. Fred Brostoff - AAR



Southern California Aviation, LLC
18438 Readiness Street
Victorville, CA 92394
(760) 530-2400

January 31, 2006

To: AAR Parts Trading, Inc. ("AAR")

Subject: One (1) Boeing 737-347 aircraft having manufacturer serial number 23596, with two (2) attached CFMI CFM56-3B1 engines having manufacturer serial numbers 720538 and 720558 (the "Aircraft")

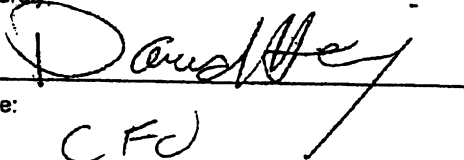
This is to confirm that Southern California Aviation, LLC has no interest in the Aircraft and that Southern California Aviation, LLC will release the Aircraft to AAR upon receipt of written notice from MK Leasing (U.S.A.), Ltd. that title to the Aircraft has transferred to AAR.

Sincerely,

By

Name:

Title:


CFI