
SALE PROSPECTUS

A310-300
MSN497
TC-JDB



1. Sale Prospectus

This Sale Prospectus concerns the proposed sale of one A310-304 aircraft with manufacturer's serial number 497 (the "Aircraft"). The Aircraft is owned by Turkish Airlines Inc. (the "Seller")

The Aircraft was originally ordered by Turkish Airlines Inc. and delivered in April 1989. It has been operated by Turkish Airlines Inc. since new, being on the Turkish register throughout this period. Turkish Airlines Inc. operates the Aircraft on medium-long haul scheduled services from its Istanbul base. The Aircraft has been maintained by Turkish Airlines Inc. since new.

This document contains summary details of the Aircraft specification and maintenance status together with an outline of proposed sale terms.

Interested parties are invited to make proposals for the Aircraft based on the proposed sale terms set out in section 3 below. The Seller reserves the right to make or cancel the sale or make partial or full sale which Seller deems appropriate and Seller is free to choose appropriate price proposal .

Any enquiries or requests for additional information in relation to this sale transaction and sale prospectus should be addressed to Turkish Airlines as follows:

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2. Aircraft Summary Specifications and Maintenance Status

Aircraft Summary Specification TC-JDB

Airframe Data	
Manufacturer	Airbus
Model	A310-304
Engine	GE CF6-80C2A2
Engine Thrust	52500 lbs
Door Type	Main Doors: A Emergency Exit: Type 3

Weights & Fuel Capacity	
Maximum Take Off Weight	157,000 kg
Maximum Landing Weight	124,000 kg
Maximum Zero Fuel Weight	114,000 kg
Total Fuel Capacity	53,608 kg

Interior Configuration			
Seating	First: N/A	Business: SICMA	Economy: SICMA
Pitch (inches)	First: N/A	Business: 40	Economy: 31-32
Abreast	First: N/A	Business: 2-2-2	Economy: 2-4-2
Galleys	Fwd: 1+Coatroom	Mid: 4	Aft: 2
Toilets	Fwd: 1	Mid: 2	Aft: 4

Avionic Installation					
ATA	Item	Vendor	Model	Part No	Qty
22	Auto Flight				
	Thrust Control Computer	Thales		B351ACM4	2
	Flight Control Computer	Thales		B350AAM6	2
	Flight Augmentation Computer	Thales		B471ABM5	2
	Flight Control Unit	Thales		K157ABM5	1
23	Communications				
	HF Transceiver	Rockwell Collins	HFS700	622-5272-001	2
	HF Coupler	Rockwell Collins	490S-1	792-6140-001	2
	VHF Transceiver	Rockwell Collins	VHF-700B	822-1044-020	3
	Cockpit Voice Recorder	Honeywell		980-6022-001	1
	In-Flight Entertainment(IFE)	Sony Transcom	Overhead Projector and In-Seat Audio		
	SATCOM System	Honeywell	MCS6000	SDU PN: 7516100-20050	
	In-Seat Telephone (Business Class)	GTE Airphone		CTU PN: AFA03-0004-05	
	Cabin Telephone System (Economy Class)	GTE Airphone			
	Passenger Flight Information System(PFIS)	Rockwell Collins	Airshow 210	910030-5135	
	Selcal Decoder	AVTECH		NA138-714A	1
	Passenger Address Amplifier	Rockwell Collins		622-5342-001	1
	PRAM	Panasonic		RD-AX7201	1
31	Indicating/ Recording Systems				
	Flight Data Recorder(SSFDR)	Honeywell		980-4100DXUN	1
	Cockpit Voice Recorder(SSCVR)	Honeywell		980-6022-001	1
	Quick Access Recorder (QAR)	L-3	μQAR	QAR200-02-00	1
	Flight Warning Computer (FWC)	EADS Airbus		35-0B5-3005-313	2
34	Navigation				
	Air Data Computer	Honeywell		4045053-903	2
	Inertial Reference Unit	Honeywell		HG1050BD06	3
	FMC	Honeywell		4052510-976/-978	2
	FMC CDU	Honeywell		4043912-902	2
	Standby Metric Altimeter	Thales		64161-230-1	1
	Radio Altimeter Transceiver	Thales	ERT-530	9599-607-14921	2
	Weather Radar Transceiver	Honeywell	RTA-4A	2041217-0416	2
	Altimeter	Thales		65205-230-2	2
	TCAS CH 7	ACSS	RT-950	7517900-10003	1
	TCAS VSI	Honeywell		4067241-863	2
	ATC Mode-S Transponder	ACSS		7517800-10005	2
	EGPWS	Honeywell		965-0976-020-216-216	1
	VOR/ Marker Receiver	Honeywell	RVA-36A	2041231-3614	2
	EFIS SGU	Diehl Avncs.		9612660321	3
	ILS Receiver	Honeywell	RIA-35A	2041230-3527	2
	ADF Receiver	Honeywell	DFA-75A	2041168-7506	2
	DME Interrogator	Honeywell	TDM-709	9599-614-03104	2

Aircraft Summary Maintenance Status

Aircraft	
MSN	497
Aircraft Registration	TC-JDB
Date of Manufacture	28APR89
Flight Hours Since New	58131
Cycles Since New	23118
Data as of	01JAN09

Airframe Maintenance Status					
Type	Interval	Last Performed:		Next Due:	
		Hours	Date	Hours	Date
C	18 MO		15SEP08		24FEB10 / C15
S1	5 YR		12MAR07		12MAR12
S2 (This check covers S1)	10 YR		12MAR07		12MAR17

Installed Engines		
Model Number	CF6-80C2A2	
Position	1	2
Serial Number	695-300	695-242
TSN	46397	44876
CSN	19226	19163
Programme	On-condition	On-condition
TSSV	1105	4399
CSSV	351	1509
First Limiter	HPT Rotor Spacer	Booster stg.2-5 spool
Cycles Remaining	6360	837
Location	LH	RH

APU	
Model Number	GTCP331-250H
Serial Number	P-1090
TSN (as of 04Dec08)	39713
CSN (as of 04Dec08)	35290
TSSV (as of 04Dec08)	258
CSSV (as of 04Dec08)	240
Date of Installation	25.Eyl.08

Landing Gear Status			
	Nose	LH Main	RH Main
Assy Part Number	C23137820-3	D22121305-14	D22122305-14
Serial Part Number	L419	B221	B222
CSN	24850	28492	28492
TBO	2920 DAYS / 12000 FC	2920 DAYS / 16000 FC	2920 DAYS / 16000 FC
Last O/H	21MAR05	03MAY04	03MAY04
O/H Due	19MAR13 (1537 DAYS / 7470 FC REMAINING)	01MAY12 (1215 DAYS / 10255 FC REMAINING)	01MAY12 (1215 DAYS / 10255 FC REMAINING)

3. Sale Conditions

The basic conditions for the sale and purchase of the Aircraft will be as follows:

Seller	Turkish Airlines Inc.
Delivery Location	Atatürk Airport İstanbul, TURKEY
Estimated Delivery Date	March 2009
	The above delivery date is an estimated date and Seller may change such date by notification to buyer. Seller shall not be responsible for any delay in delivery.
Payment	All payments are absolute and unconditional in cash in USD in full without any deduction or withholding on or prior to the delivery date.
Deposit	A non-refundable Deposit of 10% of the purchase price will be payable on execution of the Letter of Intent.
Letter of Intent	Seller & Buyer will enter into a Letter of Intent for the sale and purchase of the Aircraft promptly after Seller's acceptance of Buyer's purchase price offer. The Letter of Intent will be binding on the parties subject only to the receipt of the Deposit by Seller, each party's board and any other necessary approvals Aircraft availability is subject to prior sale or withdrawal until a Letter of Intent is signed and the Deposit is received by Seller. Purchaser shall be deemed to have inspected the Aircraft before the delivery of his offer.
Sale & Purchase Agreement	Within 30 days of the execution of the Letter of Intent the parties will endeavour in good faith to enter into a Sale & Purchase Agreement in respect of the Aircraft. For the avoidance of doubt, should the Sale & Purchase Agreement not executed within 30 days from the execution of the Letter of Intent the parties shall be released from their obligations under the LOI and the deposit is retained and booked as income by the Seller.
Transaction Costs	Each party will be responsible for its own costs. Seller's counsel will prepare the Letter of Intent and the Sale & Purchase Agreement.
Interest	Any late payments will be charged interest at the rate of US Libor +5% p.a for actual number of days delayed from due date to the actual payment date over 360 day year.
Governing Law	Turkish Law
Delivery Condition	"As is where is"
Indemnity	Buyer shall provide indemnities satisfactory to Seller.