

CONSIGNMENT AGREEMENT

THIS AGREEMENT made as of November 26, 2003 between GA TELESIS TURBINE TECHNOLOGIES, LLC., A Florida Limited Liability Company, with its principal place of business at 13000 NW 45th Ave., Opa Locka, FL 33054, USA ("GAT") and Northern Lakes Equity, Delaware Corporation with offices at 3655 Torrance Blvd. Suite 410, Torrance CA 90503 (the "OWNER").

RECITALS

WHEREAS, OWNER owns a (1) Boeing Super 27 airframe, bearing serial number 21676 (the "Airframe" or "Inventory") and desires to offer the Inventory for sale and dismantling for parts for further marketing and selling; and

WHEREAS, GAT has experienced, lease, sales, marketing, technical and administrative personnel capable of selling aircraft, aircraft parts, and engine accessories, facilitating repairs, warehousing, marketing, selling and distributing;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth below, the parties hereby covenant and agree as follows:

ARTICLE 1: AGREEMENT TO CONSIGN AND SELL

OWNER hereby appoints GAT as its exclusive marketing and sales organization for the sale or lease of the Inventory and the Parts Inventory and agrees to consign the Inventory to GAT; and GAT agrees to accept the consigned Inventory and to market and sell or lease the Inventory, all which shall be subject to the conditions and restrictions herein contained. GAT shall be the marketing and sales organization for the Inventory consigned under this Agreement.

ARTICLE 2: DEFINITIONS

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Agreement to be equally applicable both to the singular and plural forms of the terms herein defined:

"Affiliate" means any of the following: (a) any individual that is an officer, director or shareholder of GAT; (b) any individual related by blood or marriage to any officer, director or shareholder of GAT; (c) any individual who is married to any individual described in (a) or (b)

ARTICLE 29: NON-WAIVER

No failure or delay on the part of either party in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy nor shall the giving by either party of any consent to do any act or thing which by the terms of this Agreement requires such consent, prejudice its right to withhold or give consent to the doing of any other similar act. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

ARTICLE 30: HEADINGS

The headings to the articles of this Agreement are for the purpose of reference only and do not in any way define, limit or describe the scope or intent of this Agreement. The parties acknowledge that the relationship between and under this Agreement is non-exclusive and both parties reserve the right to enter into other arrangements with other third parties for the provision of similar or identical services at any time during the continuance of the term of this Agreement.

ARTICLE 31: COOPERATION AGREEMENT

GAT and OWNER agree to cooperate in good faith with one another to ensure that neither party is acquiring assets that may be deemed as competitive to the Inventory or GAT inventory.

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

GA TELESIS TURBINE TECHNOLOGIES, LLC

By: 

Its: PRESIDENT & CEO

NORTHERN LAKES EQUITY CORPORATION

By: 

Its: Chairman

ANNEX I

Description of Lease Agreement

Aircraft Lease Agreement dated as of October 31, 1991 between Northern Lakes Equity Corporation, as lessor, ("Lessor") and Sun Country Airlines, Inc., as lessee, ("Sun Country") which was recorded by the Federal Aviation Administration on August 6, 1992 and assigned Conveyance No. AA49428, as supplemented, amended and assigned by the following described instruments:

<u>Instrument</u>	<u>Date of Instrument</u>	<u>FAA Recording Date</u>	<u>FAA Conveyance No.</u>
Estoppel and Acceptance Certificate	03/11/1992	08/06/1992	AA49428
Amendment No. 1 to Aircraft Lease Agreement	07/18/1996	10/02/1996	SS006655
Assignment and Assumption Agreement among Lessor, Sun Country, as assignor, and MN Airlines, LLC, as assignee	04/15/2002	09/03/2002	GG028255

Description of Aircraft

One (1) Boeing 727-2J4 aircraft bearing manufacturer's serial number 21676 and U.S. Registration No. N285SC, together with two (2) Pratt & Whitney JT8D-217C aircraft engines bearing manufacturer's serial numbers P726138V and P726139V and one (1) Pratt & Whitney JT8D-17 aircraft engine bearing manufacturer's serial number 688711.

- FAA Lease Termination - N285SC

FILE COPY

FAA LEASE TERMINATION AGREEMENT

The undersigned, Northern Lakes Equity Corporation ("Lessor") and MN Airlines, LLC ("Lessee"), as lessor and lessee, respectively, under that certain Aircraft Lease Agreement, as more particularly described in Annex I attached hereto (the "Lease Agreement"), with respect to the Aircraft, as more particularly described in Annex I attached hereto, hereby terminate the Lease Agreement and release the Aircraft from all of the terms and conditions thereof.

This FAA Lease Termination Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

Dated as of September 12, 2002

NORTHERN LAKES EQUITY
CORPORATION

By: Michael R. Thiele

Its: Pres. dxt

MN AIRLINES, LLC

By: [Signature]

Its: CFO

FAA Lease Termination - N285SC

MN Airlines, LLC d/b/a



Sun Country Airlines

2520 Pilot Knob Road, Suite 250

Mendota Heights, MN 55120

651-681-3900

Fax: 651-681-3970

November 21, 2002

Reference: Form of Accident/Incident Statement

To whom it may concern;

CERTIFICATION

This is to certify that 727-2J4, S/N 21676 with installed engines S/Ns 726136, 726139 and 688711 and APU S/N P15470 while in possession of Sun Country Airlines, has not operated on any U.S. and/or Foreign Government or military aircraft, nor has been subjected to any extreme heat or other form of extreme stress, i.e. engine failure, fire, incident or accident, and has not been immersed in salt water or otherwise exposed to corrosive agents outside normal operation.

SO CERTIFIED:

Richard Zellner
Director, Quality Control/Quality Assurance
Sun Country Airlines