

CONSIGNMENT AGREEMENT

THIS AGREEMENT made as of October 24, 2002 between **GA TELESIS TURBINE TECHNOLOGIES, LLC.**, A Florida Limited Liability Company offices at 13000 NW 45th Ave., Opa Locka, FL 33054, USA ("GAT") and **RIMMER ENGINE AND AIRCRAFT LEASING LLC.**, a Delaware Limited Liability Company with primary offices at corporate trust center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 (together defined as "REAL").

RECITALS

WHEREAS, REAL owns material removed from one CFM56-3C1, described more specifically on Exhibit A hereto (the "Inventory"); and

WHEREAS, GAT has experienced, sales, marketing, technical and administrative personnel capable of warehousing, marketing, selling and distributing CFM56-3C1 engine parts;

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

REAL hereby appoints **GAT** as its marketing and sales organization for the sale of the Inventory and agrees to consign the Inventory to **GAT**; and **GAT** agrees to accept the consigned Inventory and to market and sell 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 and exclusive marketing and sales organization for the Parts 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:



OTDOCS:174418.4

"Agreement" means this Agreement (including any exhibit or schedule which may from time to time be attached hereto) as it may from time to time be amended or supplemented in accordance with the terms hereof.

"Catalogue List Price" means the current price for a Part or Parts as published by the manufacturer, General Electric.

"Engine or Engines" means CFMI CFM56-3C1 engines described more specifically on Exhibit A hereto and amended from time to time.

"Exchange Transaction" means a transaction where an item of Inventory is traded in exchange for cash, assets and/or other consideration.

"Exchange Engine" means an Engine received from a customer in consideration for credit against the Sale Price.

"Facility" means GAT facility at 13000 NW 45th Ave., Opa Locka, FL 33054, USA.

"FAA" means the Federal Aviation Administration of the United States of America Department of Transportation and any person, governmental, department, bureau, commission or agency succeeding to all or any of its functions.

"JAA" means the Joint Aviation Authorities an associated body of the European Civil Aviation Conference.

"Lease" means a transaction where periodic rental payment or cost per flight hour/cycle to a lessor for the use of the Engine (s).

"Lease Payment" means any payment received for a Lease inclusive of any amount collected for a maintenance reserve.

"LLP" means a component or part of the Inventory that has a maximum useful life determined by the manufacturer, which is calculated in hours and cycles.

"Net Sale Price" means the Sale Price minus costs incurred by GAT pursuant to Article 5 hereof. Added to 12.2

"Part or Parts" means any component or subcomponent removed from an Engine.

"Sale Price" means the sale price for the Inventory determined in accordance with Article 12.2.

"Sale Proceeds" means the gross amount derived from a sale transaction.

"USD" or "U.S. Dollars" means the lawful currency of the United States of America.



GAT - REAL Aviation Agreement Confidential


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10/24/2002



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

By **GATELESION TURBINE TECHNOLOGIES, LLC**

By: 
 Andrew W. Toutt
 Its: Senior Vice President

RIMMER ENGINE AND AIRCRAFT LEASING LLC.

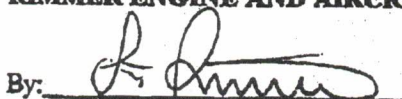
By: 
 Steve Rimmer
 Its: President

EXHIBIT A TO
CONSIGNMENT AGREEMENT BETWEEN RIMMER ENGINE AND AIRCRAFT
LEASING, LLC, AS CONSIGNOR, AND GA TELESIS TURBINE TECHNOLOGIES,
LLC, AS CONSIGNEE

ENGINE:

One (1) new CFMI CFM56-3C1 engine bearing manufacturer's serial number 860228.



The Power
Of Flight

BILL OF SALE

For and in consideration of One U.S. dollar (U.S.\$1.00) and other good and valuable consideration, the receipt of which is hereby confirmed, CFM International, Inc. ("CFM"), a Delaware corporation, the owner of full legal and beneficial title to:

<u>QUANTITY</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>SERIAL NUMBER</u>
One	CFM56-3C1 Engine	860-228

has as of September 28, 2000, sold, granted, transferred, and delivered all right, title and interest in and to the above-listed equipment to Celsius Amtec Corp., and to its successors and assigns, to have and to hold the said equipment forever. CFM warrants that said equipment is not subject to any mortgage or other encumbrance whatsoever.

CFM INTERNATIONAL, Inc.

By: [Signature]

Type Name: John Mericle

Title: CFMI Finance Director

Date: 10/14/00

FEB-25-02 10:38AM FROM:WILLIS LEASE FINANCE

+415-331-5187

T-640 P.03/12 F-800

AIRCRAFT ENGINE BILL OF SALE**KNOW ALL MEN BY THESE PRESENTS:**

THAT CHRISTUS ANTEC CORPORATION, a Delaware corporation having its principal place of business at 2081 N.W. 31st Street, Miami, Florida, 33122 ("Seller"), in consideration of the sum of Ten Dollars and other valuable consideration in hand paid by GZ Aviation Materials LP, a Texas limited partnership having its principal place of business at 2830 Merrall Road, Dallas, Texas 75229 ("Buyer"), the receipt and sufficiency of which is hereby acknowledged by Seller, has granted, exchanged, sold, conveyed, transferred and delivered and does by these presents hereby grant, exchange, sell, convey, transfer, deliver and set over unto Buyer the following described property, with all rights and privileges of ownership thereto:

One (1) new CFM56-3C1 aircraft engine bearing the manufacturer's serial number 360228 in "AS-IS, WHERE-IS" and "WITH ALL FAULTS" condition and in bare configuration, excluding QEC, nose cowl, thrust reverser, and engine shipping stand (the "Property").

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever. The undersigned covenants and agrees with Buyer to warrant and defend the title to the Property hereby sold to Buyer, its successors and assigns, against the claims of all persons whomsoever, and further warrants that the Property is free from any and all liens, claims, or encumbrances whatsoever.

Except as set forth above, THE PROPERTY IS SOLD TO BUYER "AS-IS, WHERE-IS" AND WITH ALL FAULTS. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, AND NO REPRESENTATION OR AFFIRMATION OF FACT IS MADE BY SELLER, WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY BUYER AS A RESULT OF THE SALE OF THE PROPERTY TO BUYER.

FEB-28-02 10:39AM FROM:WILLIS LEASE FINANCE

+415-331-8187

T-846 P.04/12 F-800

IN WITNESS WHEREOF, this Bill of Sale has been executed on behalf of Seller by its authorized representative this 4th day of October, 2000, at Miami-Dade County, Florida.

CELSIUS AMTEC CORPORATION

By: *Robert Conrad*

Name: Robert Conrad

Title: Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

This instrument was acknowledged before me on the 4th day of October, 2000, by Robert Conrad, an officer of Celsius Amtec Corporation, on behalf of said corporation.

[Signature]
Notary Public for and in
the State of Florida

EEN: 860228

NOTARY PUBLIC - STATE OF FLORIDA
ALEXANDRA BROWN
COMMISSION # 0000000000
EXP. 01/01/07
BONDED \$500,000

FEB-25-02 10:30AM FROM:WILLIS LEASE FINANCE

+415-331-5167

T-845 P.05/12 F-808

AIRCRAFT ENGINE WARRANTY BILL OF SALE
CFM56-3C1, ESN 860228

KNOW ALL MEN BY THESE PRESENTS:

GE AVIATION MATERIALS, LP., a Texas limited partnership ("SELLER"), is the owner of the full legal and beneficial title to the following equipment, all as described in the Engine Sales Agreement between Seller WILLIS LEASE FINANCE CORPORATION, a Delaware corporation ("BUYER") dated as of March 23, 2001:

One (1) new CFMI CFM56-3C1 aircraft engine bearing the manufacturer's serial number 860228, 22,000 pounds of thrust, in "as is, where is" condition tagged new, in CFMI bare configuration, without QEC and without engine shipping stand but with all attaching parts and hardware and with all records (herein the "Engine")

For and in consideration of the sum of Ten United States Dollar (\$10.00 U.S. Dollars) and other valuable consideration, receipt of which is hereby acknowledged, Seller does hereby sell, grant, transfer, deliver and set over to Buyer and its successors and assignees forever right, title and interest in and to the Engine, to have and to hold the Engine for its and their use forever.

Seller hereby warrants to Buyer and its successors and assigns that at the time of delivery of the Engine to Buyer, Seller was the lawful owner of the Engine with good title thereto; that said Engine was free from all claims, liens, encumbrances and rights of others; that Seller has good and lawful right to sell the Engine; that there is hereby conveyed to Buyer on the date hereof title to the Engine free and clear of all liens, claims, charges and encumbrances and that Seller will warrant and defend such title against all claims and demands of all persons whomsoever arising from any event or condition occurring prior to the delivery of the Engine by Seller to Buyer.

IN TESTIMONY WHEREOF we have set our hand and seal this 23rd day of March, 2001.

GE AVIATION MATERIALS, LP.
By its General Partner
GE ENGINE SERVICES -
MATERIAL MANAGEMENT TEXAS, INC.

By:  _____

Name: Donald R. Schreiber

Title: President, CEO

Date: March 23 2001

FEB-25-02 10:00AM FROM: WILLIS LEASE FINANCE

+415-391-5187

T-846 P.06/12 F-000

ENGINE AND BENEFICIAL INTEREST TRANSFER CERTIFICATE

WILLIS LEASE FINANCE CORPORATION (the "Seller") and WLFC FUNDING CORPORATION (the "Issuer"), pursuant to the Amended and Restated Contribution and Sale Agreement, dated as of January 29, 2001 (the "Agreement"), hereby confirm their understandings with respect to (1) the transfer and conveyance by the Seller to the Issuer of the Beneficial Interests (the "Contributed Beneficial Interests"), the Engines (the "Contributed Engines") (listed by Engine Identification Number and the related Lease Agreements on Schedule 1(a) and Schedule 1(b), respectively, attached hereto) and Related Assets on the Transfer Date, and (2) the transfer and conveyance by the Issuer to the Seller of the Beneficial Interests (the "Released Beneficial Interests"), the Engines (the "Released Engines") (listed by Engine Identification Number and the related Lease Agreements on Schedule 2(a) and Schedule 2(b), respectively, attached hereto) and Related Assets, as of March 23, 2001 (the "Transfer Date").

Conveyance of Engines. (1) The Seller hereby transfers and conveys to the Issuer all of the Seller's rights, title and interest in, to, and under (a) the Contributed Engines and related Lease Agreements identified on Schedule 1(a) hereto and Related Assets; and (b) the Contributed Beneficial Interests, including the related Engines and related Lease Agreements identified in Schedule 1(b) hereto and, in each case, the Related Assets. Such transfer and conveyance is made without recourse to the Seller except to the extent provided in the Agreement.

(2) The Issuer hereby transfers and conveys to the Seller all of the Issuer's rights, title and interest in, to, and under (a) the Released Engines and related Lease Agreements identified on Schedule 2 (a) hereto and Related Assets, and (b) the Released Beneficial Interests, including the related Engines and related Lease Agreements identified in Schedule 2(b) hereto and, in each case, the Related Assets. Such transfer and conveyance is made without recourse to the Issuer.

Seller Certifications. The Seller hereby certifies that:

1 As of the Transfer Date, the Seller was not insolvent under the Insolvency Law and will not be rendered insolvent by the transactions contemplated hereby; the Seller is paying its debts as they become due and, after giving effect to the transactions contemplated hereby, will have adequate capital to conduct its business.

2 Each Contributed Engine and each Engine which is owned by an Owner Trust the Beneficial Interest in which is a Contributed Beneficial Interest complies with the Engine Representations and Warranties made by the Seller pursuant to the Agreement.

3 As of the Transfer Date and giving effect to the transfers made hereby, no Servicer Default has occurred and is continuing.

Engine and BI Transfer Cert 860228

FEB-28-02 10:40AM FROM: WILLIS LEASE FINANCE

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T-845 P.07/12 F-808

The Parties' Confirmations. The Seller and the Issuer hereby confirm that:

The sum of the Net Book Values of the Contributed Engines and each Engine which is owned by an Owner Trust the Beneficial Interest in which is a Contributed Beneficial Interest (the "Contributed Engine Aggregate Net Book Value") is the Contributed Engine Aggregate Net Book Value set forth on Annex 1 hereto.

The sum of the Net Book Values of the Released Engines and each Engine which is owned by an Owner Trust the Beneficial Interest in which is a Released Beneficial Interest (the "Released Engine Aggregate Net Book Value") is the Released Engine Aggregate Net Book Value set forth on Annex 1 hereto.

All terms and conditions of the Agreement with respect to the Issuer, the Seller and the Contributed Assets and the Released Assets are hereby ratified, confirmed and incorporated herein.

All transfers of Released Assets by Issuer to Seller under this Certificate are made without recourse to or representation or warranty of Issuer.

Terms capitalized hereby and not defined herein shall have their respective meanings as set forth in the Agreement.

WILLIS LEASE FINANCE CORPORATION

By: Nicholas J. Novasic
Name: Nicholas J. Novasic
Title: Chief Financial Officer

WLFC FUNDING CORPORATION

By: Nicholas J. Novasic
Name: Nicholas J. Novasic
Title: Chief Financial Officer

Engine and BI Transfer Cert 860228

PE9-28-02 10:40AM FROM:WILLIS LEASE FINANCE

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T-845 P.08/12 F-000

**ANNEX 1 TO
ENGINE AND BENEFICIAL INTEREST TRANSFER CERTIFICATE**

- (1) The Contributed Engine Aggregate Net Book Value is \$__
- (2) The Released Engine Aggregate Net Book Value is \$ N/A

Engine and BI Transfer Cert 860228

FER-26-02 10:40AM FROM:WILLIS LEASE FINANCE

+415-931-8187

T-840 P.09/12 F-900

**SCHEDULE 1(a) to
Engine and Beneficial Interest Transfer Certificate
Contributed Engines and Related Lease Agreements
Transferred by Seller to Issuer**

ENGINES:

	<u>Manufacturer</u>	<u>Engine</u>	<u>S/N</u>	<u>Lessee</u>
1.	CFM International	CFM56-3C1	860228	None

The foregoing engine(s) has at least 750 rated takeoff horsepower or the equivalent thereof.

LEASES: None**Engine and BI Transfer Cert 860228**

FEB-25-02 10:40AM FROM:WILLIS LEASE FINANCE

+415-991-5187

T-845 P.10/12 F-800

**SCHEDULE 1(b) to
Engine and Beneficial Interest Transfer Certificate
Contributed Beneficial Interests, Related Contributed Engines and
Related Lease Agreements
Transferred by Seller to Issuer**

N/A

FEB-25-02 10:41AM FROM-WILLIS LEASE FINANCE

+415-331-5187

T-845 P.11/12 F-800

**SCHEDULE 2(a) to
Engine and Beneficial Interest Transfer Certificate**

**Released Engines and Related Lease Agreements
Transferred by Issuer to Seller**

N/A

Engine and BI Transfer Cert 860228

FEB-28-02 10:41AM FROM:WILLIS LEASE FINANCE

+415-391-8187

T-845 P.12/12 F-809

**SCHEDULE 2(b) to
Engine and Beneficial Interest Transfer Certificate**

**Released Beneficial Interests, Related Released Engines
and Related Lease Agreements
Transferred by Issuer to Seller**

N/A

Engine and BI Transfer Cert 860228

Bill of Sale

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WLFC FUNDING CORPORATION ("Seller"), owner of the full legal and beneficial title of the item described below:

One (1) CFM56-3C1 aircraft engine, Manufacturer's Serial Number 860228, in bare configuration and one (1) engine stand, bearing serial number 439 for the cradle and 712 for the base plus bag and together with all parts and attachments and all engine records and documents related thereto those particularized (herein, the "Engine")

does hereby sell, grant, transfer and deliver all that full legal and beneficial title and interest in and to said Engine unto RIMMER ENGINE AND AIRCRAFT LEASING LLC ("Buyer"), its successors and assigns, to have and to hold at its and their own use forever.

The interest of the Seller in the Engine, and the interest transferred by this Bill of Sale, is that of absolute ownership.

Seller hereby warrants to Buyer, its successors and assigns, that there is hereby conveyed to Buyer on the date hereof good and marketable legal and beneficial title to the Engine, free and clear of any lien, mortgage, charge, pledge, security interest, leases, encumbrance, assignment, hypothecation, right of set-off, rights of detention or any other agreement, arrangement or set of circumstances having the effect of conferring security, a right of detention or any other encumbrance of whatsoever nature and that it will warrant and defend such title forever against all claims and demands whatsoever.

EXCEPT AS TO THE FOREGOING MATTERS OF TITLE, AND SAVE AS EXPRESSLY STATED IN THE THAT CERTAIN AIRCRAFT ENGINE PURCHASE AGREEMENT MADE BETWEEN BUYER AND SELLER AND DATED AS OF FEBRUARY 1, 2002, SELLER GIVES NO WARRANTIES, EITHER EXPRESSED, IMPLIED OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING UNDERSTOOD AND AGREED THAT SAID ENGINE IS BEING SOLD AS IS, WHERE IS.

This Bill of Sale shall be governed by the laws of the State of California without regard to any conflict of law principles.

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IN WITNESS WHEREOF, we have set our hand and seal this 6th day of March,
2002.

WLFC FUNDING CORPORATION

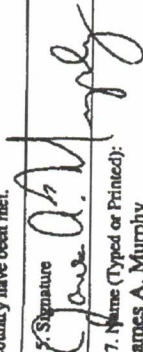
By:



Name:

DONALD A. RIMMER
EXECUTIVE VICE PRESIDENT
CHIEF OPERATING OFFICER

Title:

1. UNITED STATES		2. FAA FORM 8130-3 AIRWORTHINESS APPROVAL TAG U.S. Department of Transportation Federal Aviation Administration				3. System Tracking Ref. No. SOO4745	
4. Organization GENERAL ELECTRIC COMPANY (GEAE), ONE NEUMANN WAY, CINCINNATI, OH 45215		FAA PC108				5. Work Order, Contract, or Invoice Number: S004745	
6. Item	7. Description	8. Part Number	9. Eligibility *	10. Quantity	11. Serial/Batch Number	12. Status/Work	
1	CFM56-3C-1 TURBOFAN ENGINE	9325M90G03 CFM56-3G07	AS DEFINED BY CUSTOMER	1	860228	NEW	
13. Remarks: AIRWORTHINESS APPROVAL - ENGINE FOR DOMESTIC SHIPMENT ONLY. THIS FORM IS NOT AN EXPORT APPROVAL.							
Limited life parts must be accompanied by maintenance history including total time/total cycles/time since new.							
14. New Newly overhauled <input checked="" type="checkbox"/> <input type="checkbox"/> Certifies that the new or newly overhauled part(s) identified above, except as otherwise specified in block 13 was (were) manufactured in accordance with FAA approved design data and airworthiness. Note: In case of parts to be exported, the special requirements of the importing country have been met.		15. Return to Service in Accordance with FAR 43.9 Certifies that the work specified in block 13 (or attached) above was carried out in accordance with FAA airworthiness regulations and in respect to the work performed the part(s) is (are) approved for return to service.					
16. Signature 		16. FAA Authorization No: DMIR840028CE		20. Authorized Signature:		Certification Number: NOT APPLICABLE	
17. Name (Typed or Printed): James A. Murphy		18. Date: 09/21/2000		22. Name (Typed or Printed): NOT APPLICABLE		23. Date: NOT APPLICABLE	

FAA Form 8130-3 (11-93) (Facsimile)

* (Optional) Installer must cross check eligibility with applicable technical data.