

CONSIGNMENT AGREEMENT

THIS AGREEMENT made as of October 27, 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 **PLM TRANSPORTATION EQUIPMENT CORPORATION**, a California corporation, not in its individual capacity but solely as trustee for the benefit of PLM Equipment Growth Fund VI, a California limited partnership with a principal place of business at 200 Nyala Farms, Westport, CT, 06880, USA ("**OWNER**").

RECITALS

WHEREAS, **OWNER** owns a package of McDonnell Douglas MD83 aircraft parts, described more specifically on Exhibit A hereto (the "Inventory") and desires to offer the Inventory for further marketing and selling; and

WHEREAS, **GAT** has experienced, sales, marketing, technical and administrative personnel capable of selling aircraft parts, 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 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:

"Agreed Price" means the U.S. dollar amount for each of the Aircraft Parts as listed in the column labeled 'AGREED PRICE' on Exhibit A hereto.

"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.

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

By: GA TELESIS TURBINE TECHNOLOGIES, LLC

By: 

Abdol Moabery

Its: President

OWNER:

PLM TRANSPORTATION EQUIPMENT CORPORATION,
a California corporation, not in its individual capacity but
solely as trustee for the benefit of PLM Equipment Growth
Fund VI, a California limited partnership

By: 

Its:

EXHIBIT A
to that certain Consignment Agreement
between

GA TELESIS TURBINE TECHNOLOGIES, LLC.
("GAT")

and

PLM TRANSPORTATION EQUIPMENT CORPORATION, a California corporation, not in its individual capacity but
solely as trustee for the benefit of PLM Equipment Growth Fund VI
("OWNER")

ITEM	PART NUMBER	DESCRIPTION	COND	AGREED PRICE	TAG	SHOP REPORT	STORAGE	DATE OF RELEASE	INCIDENT LETTER
1	034964	FAN RADIO RACK	OH		JAA/FAA	YES	BOXED	06-Mar-00	NO
2	102J02FE	TEMP SENSOR	SV		JAA	YES	BOXED	09-Feb-01	NO
3	10-381175-6	IGN EXCITER	SV		JAA	YES	BOXED	27-Jun-99	NO
4	11170-4	NAV CNTRL MON.	SV		FAA	YES	BOXED	27-Sep-02	NO
5	11206-007	VALVE DRAIN	SV		JAA	YES	BOXED	09-Mar-98	NO
6	123562-2-1	AIR CHECK VALVE	SV		JAA	YES	BOXED	01-Dec-00	NO
7	1560	CHIME	SV		JAA	YES	BOXED	02-Sep-01	NO
8	162BL708	IND TEMP	SV		JAA	YES	BOXED	24-Nov-98	NO
9	201EDP1-1	SYS DISPLAY PANEL	SV		JAA	NO	BOXED	31-Oct-02	NO
10	28340081-06	BATT CHARGER	SV		JAA	NO	BOXED	17-Jun-02	NO
11	204950-5-6	COOLING TURBINE	SV		JAA	YES	BOXED	25-Sep-00	NO
12	2117180-1	CABIN PRESS CNT	SV		JAA	YES	BOXED	28-Jan-03	NO
13	213779	ENG CONTROL BOX	SV		JAA	YES	BOXED	21-Dec-02	NO
14	XW21090	WIPER MOTOR	SV		JAA	YES	BOXED	09-Apr-03	NO
15	2587284-862	MACH TRIM ACT	SV		JAA	YES	BOXED	04-Dec-91	NO
16	2587335-113	VERTICAL GYRO	SV		JAA	YES	BOXED	25-Sep-01	NO
17	2587335-113	VERTICAL GYRO	SV		JAA	YES	BOXED	22-Dec-00	NO
18	2587781-901	ROTARY ACTUATOR	OH		FAA/JAA	NO	BOXED	16-Jun-99	NO
19	2587788-902	SERVO DRIVE	SV		FAA	NO	BOXED	12-Mar-99	NO
20	2588302-4	GYRO DIR	SV		JAA	NO	BOXED	22-Sep-98	NO
21	2600-05-1	ELECTR CLOCK	SV		JAA	NO	BOXED	22-Apr-03	NO
22	2CM9ABH7	GENERATOR TACHO	OH		JAA	YES	BOXED	29-Dec-00	NO
23	30-1133-4	WING POS LIGHT	SV		JAA	YES	BOXED	29-Mar-01	NO
24	301EDP1-4	INDICATOR	SV		JAA	YES	BOXED	08-Mar-02	NO
25	358-1432V-1	MASK OXYGEN	SV		JAA	YES	BOXED	12-Sep-02	NO
26	3601030-13-1	SWITCH CENTRIF	SV		JAA	YES	BOXED	18-Dec-00	NO
27	3601030-13-1	SWITCH CENTRIF	OH		JAA	YES	BOXED	04-Apr-00	NO
28	3604524-45	COMB ASSY GCP85	OH		JAA	NO	BOXED	14-Jun-02	NO
29	368-006-005	LSOU	SV		JAA	YES	BOXED	10-Feb-03	NO
30	367-100-001	MODULE ELECT ST	SV		FAA/JAA	YES	BOXED	20-Jan-03	NO
31	381276-1	AUX PWR UNIT	SV		FAA	YES	BOXED	17-Jun-02	NO
32	383342-2-1	AIR STARTER	OH		JAA	NO	BOXED	05-Dec-02	NO
33	3917382-5001	ACT AFT STAIR	OH		FAA/JAA	YES	BOXED	13-Aug-02	NO
34	392550-5	TEMP CNT VALVE	OH		JAA	YES	BOXED	14-May-03	NO
35	392796-2-2	VALVE S/O	SV		JAA	YES	BOXED	17-Dec-02	NO
36	3A071-0005-16-3	SEAT ASSY	SV		JAA	YES	BOXED	21-Mar-02	NO
37	4034234-902	FLT MODE ANNUNC	SV		JAA	YES	BOXED	14-Apr-03	NO
38	4034239-901	ACCELEROMETER	SV		JAA	NO	BOXED	23-Apr-02	NO
39	4034241-971	COMP DUAL FG	SV		JAA/FAA	YES	BOXED	09-Apr-03	NO
40	4055900-905	SYMBOL GEN.	SV		JAA	YES	BOXED	28-Apr-03	NO
41	4058510-903	DISPLAY UNIT	SV		JAA	YES	BOXED	31-Oct-02	NO
42	4058512-915	EFIS MODE SELEC	SV		JAA	YES	BOXED	15-May-03	NO
43	4067800-906	MACH ASI IND	SV		JAA	YES	BOXED	27-Nov-02	NO
44	4057800-906	MACH ASI IND	SV		JAA	YES	BOXED	28-Feb-02	NO
45	416-0001-9	COFFEE MAKER	SV		JAA	YES	BOXED	19-Dec-01	NO
46	416-0001-9	COFFEE MAKER	SV		JAA	YES	BOXED	15-Aug-01	NO
47	416-0001-9	COFFEE MAKER	SV		JAA	YES	BOXED	13-Feb-02	NO
48	416-0001-9	COFFEE MAKER	SV		JAA	NO	BOXED	26-Mar-02	NO
49	416-0001-9	COFFEE MAKER	SV		JAA	NO	BOXED	08-Mar-02	NO
50	416-0001-9	COFFEE MAKER	SV		JAA	NO	BOXED	19-Jun-02	NO
51	416-0001-9	COFFEE MAKER	SV		JAA	YES	BOXED	18-Apr-02	NO
52	416-0001-9	COFFEE MAKER	SV		JAA	YES	BOXED	12-Feb-02	NO
53	416-0001-9	COFFEE MAKER	SV		JAA	YES	BOXED	15-Oct-02	NO
54	416-0001-9	COFFEE MAKER	SV		JAA	NO	BOXED	13-Feb-02	NO
55	416-0001-9	COFFEE MAKER	SV		JAA	NO	BOXED	15-Apr-02	NO
56	416-0001-9	COFFEE MAKER	SV		JAA	YES	BOXED	12-Feb-02	NO
57	42D110	PRESS SWITCH	SV		JAA	NO	BOXED	22-Aug-00	NO
58	42G304	PRESSURE SWITCH	SV		JAA	YES	BOXED	14-Feb-00	NO
59	438034L303	NI CD BATTERY	SV		JAA	YES	BOXED	19-Nov-02	NO
60	021904-000	NI CD BATTERY	SV		JAA	YES	BOXED	20-Nov-02	NO
61	30475-002	BATTERY	SV		JAA	YES	BOXED	04-Dec-02	NO
62	480800-03-06	ATTIT REF UNIT	SV		JAA/FAA	YES	BOXED	02-Jan-03	NO
63	49988	IGN EXCITER	OH		JAA/FAA	NO	BOXED	07-Mar-03	NO

ITEM	PART NUMBER	DESCRIPTION	COND	AGREED PRICE	TAG	SHOP REPORT	STORAGE	DATE OF RELEASE	INCIDENT LETTER
64	5765017-503	RUDDER DAMPER ASSY	SV		JAA	YES	BOXED	04-Jul-02	NO
65	5914362-503	VLV AY RADIO RK	SV		JAA	NO	BOXED	21-Jan-03	NO
66	5930645-509	ENG.NOSE BULLET	SV		JAA	YES	BOXED	05-Aug-02	NO
67	60-1177-9	PWR SUP	SV		JAA	NO	BOXED	27-Feb-02	NO
68	822-0760-001	RCVR NAV	SV		JAA/FAA	YES	BOXED	28-Mar-03	NO
69	822-3371-002	TRX HF	OH		FAA	YES	BOXED	28-Jan-98	NO
70	822-4487-001	AMPL PA	SV		JAA	YES	BOXED	26-Feb-02	NO
71	822-4563-011	IND RADIO ALT	OH		FAA	NO	BOXED	21-May-02	NO
72	2041168-7501	ADF RECEIVER	SV		JAA	YES	BOXED	02-Dec-02	NO
73	822-7878-201	TRANSPONDER	SV		JAA	YES	BOXED	25-Jul-02	NO
74	822-4781-001	CPLR ASSY UNIT	SV		JAA	YES	BOXED	09-Nov-00	NO
75	63240	ACT.THRUST REV.	AR				BOXED		
76	692993	VALVE S/O	SV		JAA	NO	BOXED	29-Dec-87	NO
77	695227-24	FAN COOLING	OH		JAA	YES	BOXED	13-Nov-98	NO
78	702496	STROBE LIGHT	OH		FAA/JAA	YES	BOXED	19-Feb-01	NO
79	702495	STROBE LIGHT	SV		JAA	YES	BOXED	24-Oct-02	NO
80	702537-2	STROBE LIGHT	SV		JAA	NO	BOXED	29-Jul-02	NO
81	705-15V1	GYRO HRZN	SV		JAA	YES	BOXED	02-Apr-03	NO
82	745608	HEATER FUEL	AR		FAA	NO	BOXED	28-May-03	NO
83	773770-1	PANEL FL DATA	SV		FAA/JAA	YES	BOXED	06-Jan-03	NO
84	7892551-011-010	P.M.S.COMPUTER	SV		CAR/JAA	YES	BOXED	21-Jan-03	NO
85	7892551-011-007	P.M.S.COMPUTER	SV		JAA	NO	BOXED	15-Aug-01	NO
86	2587794	FLUX VALVE	SV		FAA	NO	BOXED	08-Dec-99	NO
87	AS66411L-S666	HYD PUMP	OH		FAA/JAA	YES	BOXED	28-Jun-02	NO
88	896052	EXTINGUISHER	OH		JAA	YES	BOXED	14-Aug-02	NO
89	8DJ81LWT4	IND TACH	SV		JAA	YES	BOXED	02-May-01	NO
90	8DW8LAN1	MTR VOLT AMP	SV		JAA	NO	BOXED	18-Jul-02	NO
91	8G441-1	PRESSURE SWITCH	OH		JAA/FAA	NO	BOXED	26-Jul-02	NO
92	8TJ82GAA2	OIL QTY XMITTER	OH		JAA/FAA	YES	BOXED	06-Sep-02	NO
93	8TJ85GCG2	TRANSMITTER F/F	SV		JAA	YES	BOXED	19-Sep-00	NO
94	9008D08-3	RELAY AC PWR	SV		JAA	YES	BOXED	07-Mar-02	NO
95	980-4100-DXUN	UFDR	SV		JAA	YES	BOXED	28-Aug-01	NO
96	980-8005-078	CVR	SV		JAA	NO	BOXED	10-Dec-02	NO
97	980-8109-017	MON MIC CVR	SV		JAA	YES	BOXED	20-Sep-00	NO
98	C-4E	COMPAS STAND BY	SV		FAA/JAA	YES	BOXED	12-May-01	NO
99	D29982-113	SLIDE ASSY.	OH		JAA	YES	BOXED	13-Mar-02	NO
100	D29982-113	SLIDE ASSY.	OH		JAA	YES	BOXED	03-Dec-02	NO
101	D29982-113	SLIDE ASSY.	OH		JAA	YES	BOXED	12-Feb-03	NO
102	G-2933-12	VHF COMM CONT PANEL	SV		FAA	YES	BOXED	04-Dec-97	NO
103	G5584-02	CNT COMM PNL	SV		JAA	YES	BOXED	27-Aug-99	NO
104	G-5584-02	CNT COMM PNL	SV		JAA	YES	BOXED	30-Dec-88	NO
105	G-5586	JACK BOX CNT	SV		JAA	YES	BOXED	07-Jun-01	NO
106	G-5587	ATC CONTROL	SV		JAA	YES	BOXED	20-Apr-97	NO
107	G5686	SELCAL DEC PNL	SV		JAA	NO	BOXED	28-Mar-02	NO
108	G6977-03	CNT AUDIO	SV		JAA	NO	BOXED	18-Apr-02	NO
109	H05A0035-3	AURAL WARN BOX	SV		JAA	YES	BOXED	28-Mar-03	NO
110	HG280D5	DADC	SV		JAA	YES	BOXED	27-Jun-00	NO
111	HG280D80	DADC	OH		FAA	YES	BOXED	04-Mar-99	NO
112	R6357-550	CONTROLLER	SV		FAA/JAA	YES	BOXED	21-Dec-01	NO
113	965-5366-7L	ANTENNA L-BAND	SV		JAA	NO	BOXED	26-Jul-01	NO
114	SC2539A	SELCAL DECODER	SV		JAA	NO	BOXED	15-Jul-02	NO
115	ST-12BH	FLAP POS TRSM	SV		JAA	NO	BOXED	05-Dec-02	NO
116	V3400-292	SOLENOID VLV	OH		FAA	YES	BOXED	26-Mar-99	NO
117	WL101AMS5	ALTIMAIRSP IND	SV		JAA	YES	BOXED	29-Oct-99	NO
118	WL503RC1	IND ROC	SV		JAA	NO	BOXED	16-Aug-02	NO

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("AGREEMENT") is made as of February 27, 1998, by and between PLM TRANSPORTATION EQUIPMENT CORPORATION, a California corporation, not in its individual capacity but solely as trustee for the benefit of PLM Equipment Growth Fund VI, a California Limited Partnership, having a principal place of business at One Market, Steuart Street Tower, Suite 800, San Francisco, California 94105-1301 ("Purchaser"), and AAR ALLEN GROUP INTERNATIONAL, a division of AAR INTERNATIONAL, INC., an Illinois Corporation having a principal place of business at 1100 North Wood Dale Road, Wood Dale, Illinois 60191 ("Seller").

WITNESSETH:

WHEREAS, Seller is negotiating to enter into an Aircraft Parts Access Agreement to be effective February 27, 1998 (the "Access Agreement") with AOM Minerve S.A., ("AOM"), with respect to AOM's right to access various items of rotatable inventory (as further described in the Access Agreement, the "Equipment"); and

WHEREAS, Seller wishes to sell and assign, and Purchaser wishes to purchase and assume, all of the Seller's right, title and interest in and to the Equipment, and all of Seller's right, title, interest, duties and obligations in, to and under the Access Agreement, all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. PURCHASE. Seller hereby agrees to sell, and Purchaser agrees to purchase, all of Seller's right, title and interest in and to the Equipment, and Seller hereby further agrees to assign, and Purchaser agrees to accept and assume, all of Seller's right, title and interest in, to and under the Access Agreement and all documents and instruments executed and delivered in connection therewith (including, but not limited to, any and all agreements with the vendors (if any) solely as they relate to the Equipment, opinions, certificates, and other documents and instruments, collectively the "Access Documents"). Simultaneously upon receipt by Seller of the Purchase Price of the Equipment set forth below and delivery by Seller and Purchaser of the executed documentation substantially in the form set forth as schedules hereto or otherwise required hereunder, and satisfaction of the conditions precedent specified in Section 4 hereof (the "Closing"), Seller will execute and deliver to Purchaser on the date of the Closing (the "Closing Date") an Assignment and Assumption Agreement and Bill of Sale (the "Bill of Sale") in a form acceptable to Purchaser and Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatures appearing below have been and are on the date of this Agreement, and will be on the Closing Date, duly authorized by all necessary and appropriate action to execute this Agreement.

PLM TRANSPORTATION EQUIPMENT CORPORATION, not in its individual capacity but solely as trustee for the benefit of PLM Equipment Growth Fund VI

By: [Signature]
Name: P. A. TIDGELL
Title: V.P.

AAR ALLEN GROUP INTERNATIONAL,
a division of AAR INTERNATIONAL, INC.

By: [Signature]
Name: Ken MacManus
Title: Vice President

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**AIRCRAFT PARTS ACCESS AGREEMENT
BETWEEN AOM MINERVE S.A. AND OWNER**

This Aircraft Parts Access Agreement ("Agreement") is made and entered into this 27th day of February, 1998, by and between AOM Minerve S.A., a French corporation ("AOM"), with offices at Strategic Orly 108, 13-15 Rue du Pont des Halles, 94520 Rungis Cedex, France, and AAR Allen Group International, a division of AAR International, Inc., an Illinois corporation ("OWNER"), with offices at Kruisweg 705, 2132 ND Hoofddorp, The Netherlands.

In consideration of the mutual covenants set forth herein AOM and OWNER hereby agree as follows:

1. Access Terms. OWNER offers to provide AOM access to certain materials subject to the following terms and conditions:

A. OWNER will provide AOM access to a pool of rotatable parts inventory listed in Exhibit A, or any other part that may be substituted for the same when such Parts are installed on or incorporated in an airframe or aircraft (the "Material") for purposes of AOM consummating parts exchanges and services pursuant to its Component Maintenance Service Agreement with AAR dated December 10, 1997 (the "Service Agreement"). Each item of Material will be stored at Europ Industries S.A., 2 Rue des Galliards, Z.I. Des Doucettes, Garges les Gosses, France or such other reasonable location as mutually agreed upon by OWNER and AOM (the "Storage Location").

B. So long as no Event of Default, as defined herein, has occurred and is continuing, AOM will be entitled to access any Material from the Storage Location (subject to AAR's exchange procedures for the Storage Location), and simultaneously replace such Material, as removed ("Removed Material") from such Storage Location with (i) another part of the same manufacture and part number or fully inter-changeable part with utility at least equal to the Removed Material; (ii) an improved or compatible version of the Removed Material; or (iii) a part of same manufacture and part number which is then in the process of being overhauled by AAR under the Service Agreement (each and collectively "Replacement Material").

Title to the Removed Material delivered by Owner to AOM and title to the Replacement Material delivered by AOM to Owner shall each pass from Owner to AOM and from AOM to Owner respectively free and clear of all liens and encumbrances. In the case of AOM delivering Replacement Material, title to the Replacement Material will pass to Owner at the time the Removed Material is being installed in the aircraft. In the case of Owner delivering the Removed Material, title to the Removed Material will pass at the time the Removed Material is being installed in the aircraft.

C. Title to the Material is and shall remain, in OWNER, except as set forth above. AOM will not permit or suffer any lien, claim, mortgage or encumbrance to attach to the Material during the Term of this Agreement. AOM will only have the right of access to the Material for purposes of consummating exchanges as set forth above, and nothing contained herein is intended or will be interpreted as granting to AOM any right, title or interest in or to the Material, whether legal or equitable.

2. Term. This Agreement will commence on the date hereof, and will continue for sixty (60) months thereafter (the "Term").

3. Access Rates/Payment. For the right to access the materials, AOM will pay to OWNER, when due, by wire in United States Dollars ("USD") to OWNER by bank transfer of immediately available funds to the account of OWNER at First National Bank of Chicago, One First National

EXHIBIT 4

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>
034364	FAN	1
10-301175-3	EXCITER	1
102102FE	SENSOR	1
11170-4	NAV MONITOR	1
11200-007	VALVE DRAIN	1
121662-2-1	VALVE	1
1500	SENSOR	1
1620L703C	INDICATOR	1
20100P1-1	INDICATOR	1
20300C102-1	CHARGER	1
204000-5-5	ACH	1
2117188-3	CONTROL	1
213775	CONTROL	1
2311M84-1	WINDSHIELD WIPER	1
2387284-902	MACH TRIM	1
2507335-113	VERTICAL GYRO	1
2507335-113	VERTICAL GYRO	1
2507781-001	MOTOR	1
2507788-902	SERVO	1
2508302-4	GYRO	1
2600-05-1	CLOCK	1
2600ABH7	TACH GENERATOR	1
30-1133-6	LIGHT	1
301EDP1-4	INDICATOR	1
303-1433V1	MASK	1
3031030-11-1	SWITCH	1
3031030-12-1	SWITCH	1
3031030-14	COMBUSTER	1
306-000-005	LOGU	1
307-010-005	SEN	1
301275-1	APU	1
303342-10	STARTER	1
3017382-0001	CYL	1
302500-5	REGULATOR	1
302700-2-2	VALVE	1
30071-0005-10-3	SEAT ASSY	1
4034234-001	F.N.A.	1
4034238-001	2-AXIS ACC	1
4034241-372	COMPUTER	1
4034240-006	SYMBOL GENERATOR	1
4034240-003	DISPLAY UNIT	1
4030012-015	MODE SELEC	1
4037000-006	MACH AIRSP	1
4037000-006	MACH AIRSP	1
610-0001-5	COFFEE MAKER	4
610-0001-8	COFFEE MAKER	8
610-00044	TRANSMITTER	1
620110	SWITCH	1

2

EXHIBIT A

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>
42G304	PRESSURE SWITCH	1
43B034LB02	BATTERY	1
43B034LB03	BATTERY	1
43B034LB03	BATTERY	1
480808-03-06	URU	1
49988	EXCITER BOX	1
6788017-501	DAMPER	1
8914382-603	RADIO RACK	1
3538646-606	NOSE INLET	1
60-1177-9	BATTERY	1
622-5255-001	RECEIVER	1
622-3371-001	HF TRANSCEIVER	1
622-4487-001	AMPLIFIER	1
622-4563-011	INDICATOR	1
622-5222-001	RECEIVER	1
622-7872-301	TRANSPONDER	1
622-9261-001	CONTROL	1
63240	ACTUATOR	1
682883	HEATSHIELD	1
695227-15	FAN	1
702496	STROBE LIGHT	1
702537-1	AFT STROBE	1
702537-2	STROBE LIGHT	1
705-15V1	GYRO	1
742598	HEATER	1
773770-1	PANEL	1
7892551-011-010	PNE COMP	1
7892551-011-010	PNE COMP	1
790312-1	VALVE	1
7913874-1	TRANSMITTER	1
822-0732-206	RECEIVER	1
841685	AC MOTOR PUMP	1
898082	EXTINGUISHER	1
8CU81LWT4U	INDICATOR	1
8DU84LAN1	INDICATOR	1
8G441-1	PRESSURE SWITCH	1
8TJ148AAP1	TRANSMITTER	1
8TJ88GCG2	AUX LOW TRANSMITTE	1
9084069-2	POTENTIAL RELAY	1
940-41000XUN	DPOR	1
988-8005-078	CVR	1
988-6103-017	MONITOR	1
G4E	COMPLEX	1
D2982-113	SLIDE	1
D2982-113	SLIDE	1
D2982-126	SLIDE	1
G2933-12	PANEL	1
G3586	VIF PANEL	1

2

EXHIBIT A

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>
G5584-02	VHF PANEL	1
G5588	PANEL	1
G5587	PANEL	1
G5586	SELCAL	1
G6977-03	AUDIO	1
H06AD035-4	CAWS	1
H0280080	AIR DATA COMPUTER	1
H0280080	AIR DATA COMPUTER	1
RE367-430	CONTROLLER	1
S62-6165-7L	ANTENNA	1
SC2539A	DECODER	1
ST12BH	POSITION INDICATOR	1
VH00-252	VALVE	1
WL101AMS1	ALTIMETER	1
WL803RC1	INDICATOR	1

2

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Aircraft Parts Access Agreement dated February 27, 1998 (as more particularly specified on the attached schedule, the "Access Agreement") between AAR Allen Group International, a division of AAR International, Inc. ("AAR") and AOM Minerve S.A. ("AOM") covering the Material. Capitalized terms used herein without definition shall have the meaning given them in the Access Agreement.

AAR hereby gives AOM notice, and AOM hereby acknowledges receipt of notice, that effective as of February 27, 1998 (the "Closing Date"), AAR has sold, transferred, and assigned its right, title and interest as owner in the Material and the Access Agreement to PLM Transportation Equipment Corporation, a California corporation, not in its individual capacity but solely as trustee for the benefit of PLM Equipment Growth Fund VI, a California limited partnership ("Assignee"), whose offices are at:

One Market
Steuart Street Tower, Suite 800
San Francisco, California 94105
Telephone: 415-974-1399
Facsimile: 415-905-7256

From and after the Closing Date, all payments of Access Fees and other sums now or hereafter becoming due pursuant to the Access Agreement or with respect to the Material will be collected by AAR from AOM and then paid by AAR to Assignee at the following account:

First Union National Bank of North Carolina
Charlotte, NC 28288
ABA# 053000219
Account name: PLM Receipts Trust Account
Acct.# 2000000371781
Ref: TWA

In recognition of Assignee's reliance upon this Notice, AOM certifies, confirms and agrees as follows:

1. The Access Agreement has been duly authorized, executed and delivered by AOM; constitutes the legal, valid and binding obligations of AOM, enforceable against AOM in accordance with the terms thereof (except as enforcement thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights), is in full force and effect on the date of execution of this Notice by AOM, is not subject to any defenses, set-offs, claims, counterclaims, or any right to cancellation or termination, and no Event of Default or event which, with the passage of time or the giving of notice, or both, would constitute an Event of Default under the Access Agreement has occurred.

9. This Notice and Acknowledgment shall be deemed to be a contract made in and under the laws of the State of New York, USA and shall for all purposes be interpreted in accordance with the laws of the State of New York as contracts to be fully performed with the State of New York without regard to its conflict of laws.

Accepted and agreed to as of the 27th day of February, 1998.

AOM MINERVE, S A.

By: [Signature]
Name: Philippe ROBERT
Title: Executive General

PLM TRANSPORTATION EQUIPMENT CORPORATION, not in its individual capacity but solely as trustee for the benefit of PLM Equipment Growth Fund VI

By: [Signature]
Name: R. N. TIDBALL
Title: VICE PRESIDENT

AAR ALLEN GROUP INTERNATIONAL, A DIVISION OF AAR INTERNATIONAL, INC.

By: [Signature]
Name: Terry MacManus
Title: Vice President