



U·S AIRWAYS

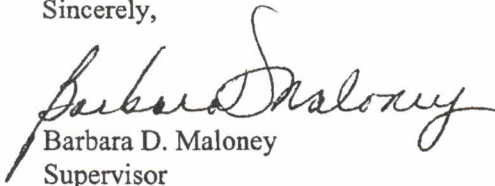
September 16, 2002

RE: CFM56-3B Engine S/N 724318

To Whom It May Concern:

This certifies the information provided for the above referenced engine was obtained from the US Airways approved records system and is, to the best of our knowledge, complete and accurate as of the last engine removal.

Sincerely,



Barbara D. Maloney
Supervisor
Technical Records

cc: N. Falbo



GE Engine

*GE Engine Services – Dallas, LP
9311 Reeves St., Dallas, TX 75235-2095
214 956-5000, Fax: 214 956-5723*

July 23, 2003

Tom McFarland
GA Telesis Turbine Technologies LLC
13000 NW 45th Avenue
Opa Locka, FL 33054

Dear Tom,

Re: Engine Teardown

This is to confirm that the CFM56-3 engine, serial number 724318 was torn down and parts returned to G A Telesis in "as removed" condition on contract number DAL-03-1001. The work was performed on GE Engine Services – Dallas shop order CC246X and was performed under Repair Certificate RA1R445K.

Sincerely,

A. Michael Bodner
Contract Analysis

MARKETING AND CONSIGNMENT AGREEMENT

THIS MARKETING AND CONSIGNMENT AGREEMENT, dated as of March 24, 2003, by and among LINC 737, LLC, a Delaware limited liability company ("LINC"), GA Telesis Turbine Technologies, LLC, a Florida limited liability company ("GA Telesis"), and Republic Credit Corporation I, a Colorado corporation (the "Company"), as servicer of the Project (as hereinafter defined), is effective as of the Effective Date.

WITNESSETH

WHEREAS, LINC has entered into a Purchase Agreement dated as of March 13, 2003 with Wachovia Bank, N.A., as trustee (the "Purchase Agreement"), pursuant to which LINC will acquire some or all of the aircraft described on Exhibit A hereto (the "Aircraft"); and

WHEREAS, the Company will manage the Project pursuant to a Services Agreement dated as of March 24, 2003; and

WHEREAS, the Company desires to deliver some or all of the Aircraft and/or Parts (as hereinafter defined) under consignment to GA Telesis for (i) break down and part out or lease or (ii) exchange and break down and part out or lease, in each case on the terms and conditions stated herein, and GA Telesis desires to act as consignee; and

WHEREAS, the Company also desires to engage GA Telesis to assist in marketing as whole units for sale, lease or otherwise those Aircraft and/or Parts that are not under consignment with GA Telesis hereunder on the terms and conditions stated herein, and GA Telesis desires to perform such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Company, LINC and GA Telesis hereby agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 "Accounting Criteria" has the meaning given such term in Section 2.4(c) hereof.
- 1.2 "Addendum" means an addendum to this Agreement that describes the terms under which the Company would allow GA Telesis to subconsign, exchange or lease a Consigned Asset (most probably an engine).
- 1.3 "Agreement" means this Marketing and Consignment Agreement, dated as of March 24, 2003, by and among the Company, LINC and GA Telesis, including all schedules and

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officer to execute and deliver this Agreement on its behalf as of the day and year first above written.

GA TELESIS TURBINE
TECHNOLOGIES, LLC

By: [Signature]
Name: Abdul H. Hossain
Title: PRESIDENT/MEMBER

LINC 737, LLC

By: LINC Capital, Inc., its Manager

By: _____
Robert S. Possehl, Vice President

REPUBLIC CREDIT CORPORATION I

By: _____
Robert S. Possehl, Vice President

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officer to execute and deliver this Agreement on its behalf as of the day and year first above written.

GA TELESIS TURBINE
TECHNOLOGIES, LLC

By: _____
Name:
Title:

LINC 737, LLC

By: LINC Capital, Inc., its Manager .

By: Robert S. Possehl
Robert S. Possehl, Vice President

REPUBLIC CREDIT CORPORATION I

By: Robert S. Possehl
Robert S. Possehl, Vice President

**EXHIBIT A
TO CONSIGNMENT
AGREEMENT**

DESCRIPTION OF AIRCRAFT

AIRCRAFT REGISTRATION MARK: N407US
MODEL NUMBER: Boeing 737-401
SERIAL NUMBER: 23877
together with two CFM International model CFM 56-3B-2 rated engines bearing manufacturer's serial numbers 721261 and 722272

AIRCRAFT REGISTRATION MARK: N408US
MODEL NUMBER: Boeing 737-401
SERIAL NUMBER: 23878
together with two CFM International model CFM 56-3B2 rated engines bearing manufacturer's serial numbers 722278 and 722280

AIRCRAFT REGISTRATION MARK: N411US
MODEL NUMBER: Boeing 737-401
SERIAL NUMBER: 23880
together with one CFM International model CFM 56-3B2 rated engine bearing manufacturer's serial number 725121

AIRCRAFT REGISTRATION MARK: N412US
MODEL NUMBER: Boeing 737-401
SERIAL NUMBER: 23881
together with two CFM International model CFM 56-3B2 rated engines bearing manufacturer's serial numbers 722327 and 725139

AIRCRAFT REGISTRATION MARK: N413US
MODEL NUMBER: Boeing 737-401
SERIAL NUMBER: 23882
together with two CFM International model CFM 56-3B2 rated engines bearing manufacturer's serial numbers 722279 and 725147

AIRCRAFT REGISTRATION MARK: N415US
MODEL NUMBER: Boeing 737-401
SERIAL NUMBER: 23883
together with two CFM International model CFM 56-3B2 rated engines bearing manufacturer's serial numbers 723288 and 725102

AIRCRAFT REGISTRATION MARK: N534AU
MODEL NUMBER: Boeing 737-3B7
SERIAL NUMBER: 24516
together with two CFM International model CFM 56-3B2 rated engines bearing manufacturer's serial numbers 724318 and 724319

FORM BILL OF SALE
[N534AU]

MOJAVE SEVEN, LLC, a Delaware limited liability company ("Seller"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby sells to LINC 737, LLC, a Delaware limited liability company ("Purchaser"), all of its right, title and interest in and to the Boeing 737 aircraft described in Attachment 1, together with all parts, components, equipment, instruments, appliances, avionics, radio and radar devices, accessories and loose equipment as originally installed or installed as replacements and improvements and all manuals and technical records pertaining to said aircraft (as defined in the Purchase Agreement between Seller, Wachovia Bank, National Association not in its individual capacity but as secured party in possession for and on behalf of the Certificate Holders and solely as Equipment Trust Trustee or Indenture Trustee under certain Equipment Trusts or an Indenture Trust, as Trustee, Purchaser and Republic Financial Corporation as guarantor dated March 13, 2003, "Manuals and Technical Records") (said aircraft, engines, parts, components, equipment, instruments, appliances, avionics, radio and radar devices, accessories and loose equipment as originally installed or installed as replacements and improvements and all Manuals and Technical Records being hereinafter collectively called the "Aircraft").


Except as expressly set forth below, and notwithstanding the form of the FAA Bill of Sale for the Aircraft delivered by Seller to Purchaser, THE AIRCRAFT IS SOLD ON AN "AS IS, WHERE IS" BASIS AND SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO: THE TITLE, MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, AIRWORTHINESS, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR A PARTICULAR PURPOSE OR A PARTICULAR USE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT AND ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER, WHETHER FOR CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE SALE, USE OR OPERATION OF THE AIRCRAFT OR OTHERWISE, ARE EXCLUDED BY SELLER AND WAIVED BY PURCHASER.

SELLER hereby represents and warrants that the Aircraft is free from any and all liens and encumbrances and claims of third parties that have been created by Seller, that Seller has the right to sell and does hereby convey to Purchaser all of Seller's right, title and interest in and to the Aircraft and that Seller will warrant and defend such sale of all of Seller's right, title and interest in and to the Aircraft against the claims and demands of all persons (other than any claims or demands created by or through Purchaser).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Seller has caused these presents to be signed by its duly authorized officer as of the 26th day of March, 2003.

MOJAVE SEVEN, LLC, a Delaware limited liability company

By: 
Printed Name: Robert L. Bice
Title: Manager

Attachment 1 to Form Bill of Sale
Description of Aircraft
[N534AU]

AIRCRAFT REGISTRATION MARK: N534AU
MODEL NUMBER: Boeing 737-300
SERIAL NUMBER: 24516
together with two CFM International model CFM 56-3B2 rated engines bearing manufacturer's serial numbers 724318 and 724319

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2003 MAR 14 PM 12 02

OKLAHOMA CITY
OKLAHOMA

TRANSFER STATEMENT
(N534AU)

THIS TRANSFER STATEMENT (this "Transfer Statement") is executed as of March 14, 2003, by WACHOVIA BANK, N.A. (successor of Meridian Trust Company ["Meridian"] through mergers), as Indenture Trustee (herein "Secured Party"), whose address is 401 South Tyron Street, 12th Floor, Charlotte, North Carolina 28288-1179.

1. WILMINGTON TRUST COMPANY, as Owner Trustee (herein "Debtor"), whose address is 1100 North Market Street, Wilmington, DE 19890-0001, and Meridian, as Indenture Trustee (Secured Party's predecessor in interest), are parties to that certain Trust Indenture and Security Agreement dated as of December 1, 1989, as supplemented, amended and restated, and as filed with and recorded by the Federal Aviation Administration (the "FAA"), all as more particularly described in Exhibit A attached hereto (said Trust Indenture and Security Agreement as supplemented, amended and restated being referred to herein as the "Security Agreement").

2. As security for the payment and performance of certain obligations (the "Obligations") described in the Security Agreement, and under and pursuant thereto, Debtor granted, and at all times pertinent hereto Secured Party has held, a security interest in all of Debtor's right, title and interest in and to the airframe and engines described in Exhibit B attached hereto (said airframe and engines being collectively referred to herein as the "Aircraft"), together with all logs, manuals and data and inspection, maintenance, modification and overhaul records relating to the Aircraft and required to be maintained with respect thereto under all applicable laws (the Aircraft and other collateral described above being collectively referred to herein as the "Collateral").

3. Debtor subsequently defaulted in connection with one or more of the Obligations secured by the Collateral. Secured Party has exercised its post-default remedies with respect to the Collateral, including disposing of the Collateral pursuant to Section 9-610 of the Uniform Commercial Code as in effect in the State of New York.

4. By reason of the exercise by Secured Party of such remedies, Mojave Seven, LLC (herein the "Transferee"), whose address is 401 South Tyron Street, 12th Floor, Charlotte, North Carolina 28288-1179, has acquired the rights of Debtor in the Collateral.

5. With respect to the requirements of the FAA, this Transfer Statement constitutes a bill of sale and all of the rights, title and interests of Debtor and Secured Party in and to the Aircraft and other Collateral are hereby sold and transferred to Transferee. Said transfer to Transferee has been made under the law of the State of New York, that being the law applicable thereto.

IN WITNESS WHEREOF, this Transfer Statement has been executed as
of the date first above written.

WACHOVIA BANK, N.A.,
Indenture Trustee

By: 

Name: Robert L. Bice, II

Title: Vice President

EXHIBIT A
to
Transfer Agreement
(N534AU)

DESCRIPTION OF SECURITY AGREEMENT

Instrument	Date	FAA Recordation Date	FAA Conveyance No.
Trust Indenture and Security Agreement between Wilmington Trust Company, Owner Trustee ("Wilmington") and Meridian Trust Company, Indenture Trustee ("Meridian") with Trust Agreement and Indenture Supplement No. 1 attached thereto, filed as one instrument.	12/01/89 12/28/89	01/09/90	W08473
Trust Indenture and Security Agreement as Amended and Restated among Wilmington, Meridian and USAir, Inc.	03/01/90	05/11/90	Q44286

EXHIBIT B
to
Transfer Agreement
(N534AU)

DESCRIPTION OF AIRCRAFT

AIRFRAME			
Manufacturer	Model	FAA Registration No.	Manufacturer's Serial No.
The Boeing Company	737-3B7	N534AU	24516

ENGINES		
Manufacturer	Model	Manufacturer's Serial No.
CFM International	56-3B-2	724318
CFM International	56-3B-2	724319

Each Engine is of 750 or more "rated take-off horsepower" or the equivalent of such horsepower.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2003 MAR 14 PM 12 01
OKLAHOMA CITY
OKLAHOMA

CERTIFICATE OF REPOSSESSION OF ENCUMBERED AIRCRAFT
(N534AU)


The undersigned, WACHOVIA BANK, N.A. (successor of Meridian Trust Company ["Meridian"] through mergers), as Indenture Trustee (herein "Secured Party"), hereby certifies that it is the true and lawful holder of a note or other evidence of indebtedness secured by a Security Agreement (as hereinafter described) on the airframe and engines described in Exhibit A attached hereto (said airframe and engines being collectively referred to herein as the "Aircraft").

The security interest in the Aircraft was granted pursuant to that certain Trust Indenture and Security Agreement dated as of December 1, 1989, executed by Wilmington Trust Company, as Owner Trustee (herein "Debtor"), to Meridian, as Indenture Trustee (Secured Party's predecessor in interest), as supplemented, amended and restated, and as filed with and recorded by the Federal Aviation Administration (the "FAA"), all as more particularly described in Exhibit B attached hereto (said Trust Indenture and Security Agreement as supplemented, amended and restated being referred to herein as the "Security Agreement").

On the 11th day of August, 2002, the Debtor breached the obligations and promises contained in the Security Agreement. The undersigned certifies that the Secured Party has performed all obligations imposed on it by the Security Agreement and applicable local laws; that in accordance with the terms of the Security Agreement, and pursuant to the pertinent laws of the State of New York, the Secured Party repossessed the Aircraft and foreclosed on the 14th day of March, 2003, and that pursuant to local law, divested the Debtor, and any and all persons claiming by, through or under Debtor (including, but not limited to, US Airways, Inc., formerly known as USAir, Inc., the Lessee under that certain Lease, as supplemented, amended and restated, described with particularity in Exhibit C attached hereto), of any and all title they had or may have had in or to the Aircraft and said Lease, and the Aircraft has been sold to Mojave Seven, LLC.

IN WITNESS WHEREOF, this Certificate of Repossession of Encumbered Aircraft has been
executed as of March 14, 2003.

WACHOVIA BANK, N.A.,
Indenture Trustee

By: 

Name: Robert L. Bice, II

Title: Vice President

EXHIBIT A
to
Certificate of
Repossession
(N534 AU)

DESCRIPTION OF AIRCRAFT

AIRFRAME			
Manufacturer	Model	FAA Registration No.	Manufacturer's Serial No.
The Boeing Company	737-3B7	N534AU	24516

ENGINES		
Manufacturer	Model	Manufacturer's Serial No.
CFM International	56-3B-2	724318
CFM International	56-3B-2	724319

Each Engine is of 750 or more "rated take-off horsepower" or the equivalent of such horsepower.

EXHIBIT B
to
Certificate of
Repossession
(N534AU)

DESCRIPTION OF SECURITY AGREEMENT

Instrument	Date	FAA Recordation Date	FAA Conveyance No.
Trust Indenture and Security Agreement between Wilmington Trust Company, Owner Trustee ("Wilmington") and Meridian Trust Company, Indenture Trustee ("Meridian") with Trust Agreement and Indenture Supplement No. 1 attached thereto, filed as one instrument.	12/01/89 12/28/89	01/09/90	W08473
Trust Indenture and Security Agreement as Amended and Restated among Wilmington, Meridian and USAir, Inc.	03/01/90	05/11/90	Q44286

EXHIBIT C
to
Certificate of
Repossession
(N534AU)

DESCRIPTION OF LEASE

Instrument	Date	FAA Recordation Date	FAA Conveyance No.
Lease Agreement between Wilmington Trust Company, Owner Trustee ("Wilmington"), as Lessor, and USAir, Inc. ("USAir"), as Lessee, with Lease Supplement No. 1, attached thereto, filed as one instrument	12/01/89 12/28/89	01/09/90	W08474
Lease Agreement as Amended and Restated, between Wilmington, as Lessor, and USAir, Inc. ("USAir"), as Lessee (the "Amended and Restated Lease Agreement")	03/01/90	05/11/90	Q44287
Amendment No. 1 to the Amended and Restated Lease Agreement between Wilmington and USAir	07/01/91	08/26/91	RR01060



U.S AIRWAYS

September 16, 2002


RE: CFM56-3B Engine S/N 724318

To Whom It May Concern:

We have reviewed the records for the above referenced engine and have determined that during the time it was operated by US Airways, it was not involved in an accident or incident as defined by National Transportation Safety Board Rules – NTSB Part 830.

To the best of our knowledge, this information is complete and accurate.

Sincerely,


Barbara D. Maloney
Supervisor
Technical Records

cc: N. Falbo