



NORTHWEST AIRLINES®

Northwest Airlines, Inc.
Department Number
C8020

7500 Airline Drive
Minneapolis MN 55450-1101
nwa.com

CERTIFICATION

NWA Aircraft 1232

This is to certify that based on the documentation in Northwest Airlines' possession as of March 28, 2006, with respect to Boeing/Douglas aircraft NWA 1232; registration number N232NW, Serial number 46961, and all parts installed and/or attached thereto, to the best of Northwest Airlines' knowledge, we find that the aircraft has not been subjected to classification under Paragraph 8 (c) of FAA Advisory Circular 20-62D (dated 5/24/96). As of March 28, 2006 a search conducted by the NTSB Aviation Accident and Incident Data system or the FAA Accident Incident Data System (AIDS) for aircraft registration number N232NW revealed no known incidents.

SO CERTIFIED

Northwest Airlines, Inc.

Myles Nichols
Director, Quality Assurance
March 28, 2006

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of February 6, 2006, by and between Merrill Lynch GENCO, LLC, a Delaware limited liability company ("Consignor") and GA Telesis Turbine Technologies, LLC, a Florida limited liability company ("Consignee").

BACKGROUND

Consignor is the owner of the Airframes specified on Schedule A (the "Airframes") and the engines specified on Schedule A (the "Engines") including those parts and components thereof which are specified in any component list attached thereto (each Airframe and its associated Engines, an "Aircraft" and together, the "Aircraft"). Except as otherwise expressly specified on Schedule A, the Airframes, the Engines, all parts, components, equipment, material, assemblies, sub-assemblies, avionics, instruments, controls, interior fixtures, equipment, materials and other elements of all kinds currently attached to, installed on, or incorporated, associated or delivered hereunder to Consignee with the Aircraft ("Parts") and all items taken in exchange therefor, shall be subject to this Agreement and referred to as the "Consigned Goods."

Consignee is in the business of marketing aircraft, aircraft engines, aircraft parts, components, and material substantially similar to the Consigned Goods, and Consignor would like to engage Consignee to market for lease, sale or exchange, and to manage and repair the Consigned Goods in accordance with the terms and conditions of this Agreement.

AGREEMENT

A. Engagement; Sales.

1. Sales. Consignor hereby engages Consignee on an exclusive basis to receive, maintain in inventory, market and sell the Consigned Goods in accordance with the terms and conditions of this Agreement. Consignee hereby accepts such engagement and agrees to use its commercially reasonable best efforts in its performance hereunder, including the sale of the Consigned Goods at then current market terms and conditions. Consignee has prepared a sales model, attached as Schedule B hereto, to reflect the revenue potential of the Consigned Goods. All Consigned Goods leased, sold or exchanged by Consignee under this Agreement shall be referred to as "Sold Goods" and the parties acquiring Sold Goods shall be referred to as "Customers."

2. Delivery. Consignee will take possession of each Aircraft at 5400 NW 35th Ave., Ft. Lauderdale, FL 33309 (the "Delivery Location") on one or more dates specified on Schedule A (each a "Delivery Date"). If the Delivery Location is other than the Consignee's Facility (as specified in Section A.4 hereof), Consignee will be responsible for arranging for shipment of the Consigned Goods from the Delivery Location to Consignee's Facility as hereinafter specified at Consignee's sole cost and expense and

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first appearing above.

Consignor:

By 

Title Director

Consignee:

By _____

Title _____


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first appearing above.

Consignor:

By _____

Title _____

Consignee:

By  _____

Title Abdol Moabery
President & CEO

SCHEDULE A
TO CONSIGNMENT AGREEMENT

Two McDonnell Douglas DC-10-30 Aircraft
as described below with all available records

<u>Aircraft Serial #</u>	<u>Registration Mark</u>	<u>Engine Make and Model</u>	<u>Engine Serial Numbers</u>
46961	N232NW	General Electric CF6-50C2	455150 455441 517807
46640	N233NW	General Electric CF6-50C2	517255 455322 455764

**TRUST AGREEMENT
(ML GENCO II)**

THIS TRUST AGREEMENT, dated as of October 26, 2005, (the "Agreement") by and between Merrill Lynch GENCO, LLC, a limited liability company organized and existing under the laws of Delaware ("Trustor"), and Wells Fargo Bank Northwest, National Association, a national banking association organized and existing under the laws of the United States of America ("Owner Trustee");

WITNESSETH:

WHEREAS, Trustor desires to cause title to the Aircraft (as hereinafter defined) and related assets to be conveyed to Owner Trustee free and clear of all liens and encumbrances;

WHEREAS, Trustor desires to create a trust (the "Trust") and contribute the Aircraft thereto in order to ensure the eligibility of the Aircraft for United States registration with the Federal Aviation Administration (the "FAA");

WHEREAS, this Trust Agreement is designed to create a Trust in order that the Owner Trustee may hold the Aircraft and related assets until such time as Trustor directs the Owner Trustee to distribute the Aircraft and related assets in accordance with Trustor's written instructions; and

WHEREAS, Owner Trustee is willing to accept the trusts as herein provided;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Trustor and Owner Trustee agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings assigned thereto below, unless such terms are otherwise defined herein or the context hereof shall otherwise require. The terms "hereof", "herein", "hereunder" and comparable terms refer to this Agreement, as amended, modified or supplemented from time to time, and not to any particular portion hereof. References in this Agreement to sections, paragraphs and clauses are to sections, paragraphs and clauses in this Agreement unless otherwise indicated.

"Affidavit" means the Affidavit of Owner Trustee pursuant to Section 47.7(c)(2)(iii) of Part 47 of the Federal Aviation Regulations.

"Aircraft" means the aircraft contributed to the Trust from time to time by Trustor, including, without limitation, the aircraft listed on Exhibit A to this Trust Agreement, together with, in each case, all engines, propellers, avionics, parts, components, accessories and other equipment installed thereon, and all logs, manuals and other technical documents related thereto.

"Aircraft Registration Application" means AC Form 8050-1 Aircraft Registration Application by Owner Trustee covering each Aircraft that is subject to FAA registration.

"Citizen of the United States" means "citizen of the United States" as that term is defined in Section 40102(a)(15) of Title 49 of the United States Code.

"FAA Bill of Sale" means a Bill of Sale conveying title to an Aircraft from the relevant Seller to Owner Trustee.

"Lessee" means any lessee under any Lease, or any operator under any Operating Agreement, including, without limitation, each Lessee set forth on Exhibit A.

"Lease" means any lease from time to time entered into with respect to an Aircraft by the Owner Trustee, as Lessor, and a Lessee, at the direction of the Trustor or any other operating agreement entered into between the Owner Trustee and the Trustor or contributed to this Trust, including, without limitation, each of the Leases set forth on Exhibit A.

"Operating Agreement" means any operating agreement entered into between the Owner Trustee and the Trustor.

"Seller" means each seller of an Aircraft shown on Exhibit A.

"Trust Estate" means all estate, right, title and interest of Owner Trustee in and to the Aircraft, the Leases, and the FAA Bills of Sale, including, without limitation, all amounts of the rentals under any Lease, insurance proceeds (other than insurance proceeds payable to or for the benefit of Owner Trustee, for its own account or in its individual capacity, or Trustor), and requisition, indemnity or other payments of any kind for or with respect to the Aircraft, (other than amounts owing to Owner Trustee, for its own account or in its individual capacity, Trustor or any Lessee of the Aircraft).

ARTICLE 2

CREATION OF TRUST

Section 2.01 Transfer of Control. Trustor shall cause title to each Aircraft to be conveyed to Owner Trustee free and clear of all liens and encumbrances other than the Leases and any permitted encumbrances under the terms of such Leases.

Section 2.02 Acceptance and Declaration of Trust. Owner Trustee accepts the Trust created hereby, and declares that it will hold the Trust Estate upon the

IN WITNESS WHEREOF, Owner Trustee and Trustor have caused
this Agreement to be duly executed all as of the date first above written.

TRUSTOR:
Merrill Lynch GENCO, LLC

By: 

Name: **PIERRE BATROUNI**
Title: **VICE PRESIDENT**

OWNER TRUSTEE:
Wells Fargo Bank Northwest, National Association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Owner Trustee and Trustor have caused this Agreement to be duly executed all as of the date first above written.

TRUSTOR:
Merrill Lynch GENCO, LLC

By: _____
Name:
Title:

OWNER TRUSTEE:
Wells Fargo Bank Northwest, National Association

By:  _____
Name: Michael D. Hoggan
Title: Vice President

EXHIBIT A

AIRCRAFT AND LEASES

Aircraft	Manufacturer Serial Number	Registration Number	Seller	Lessee	Lease Date & Description
McDonnell Douglas DC -10-30	46961	N232NW	Banc of America Commercial Finance Corporation	Northwest Airlines, Inc.	Operating Lease dated November 15, 1995, as amended and supplemented.
GE CF6-50C2	455150 455441 517807				
McDonnell Douglas DC -10-30	46640,	N233NW	Banc of America Commercial Finance Corporation	Northwest Airlines, Inc.	Operating Lease dated February 7, 1996, as amended and supplemented.
GE CF6-50C2	517255 455322 455764				

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(N232NW)

LEASE AGREEMENT RELEASE AND TERMINATION

CONVEYANCE RECORDED

Lease Agreement Release and Termination, dated April 26, 2006, (this "Termination"), between Wells Fargo Bank Northwest, National Association, as Owner 1 39 Trustee, lessor ("Lessor"), and Northwest Airlines, Inc., a Minnesota corporation ("Lessee")

FEDERAL AVIATION
ADMINISTRATION

WITNESSETH:

WHEREAS, reference is made to that certain Lease Agreement dated as of November 15, 1995, originally between Greyrock Capital Group Inc. ("Greyrock") as lessor and Lessee, which was supplemented by Lease Supplement No. 1 dated as of November 20, 1995, and recorded together as one instrument by the Federal Aviation Administration ("FAA") on December 18, 1995, as Conveyance No. KK20805, and amended by Amendment No. 1 of Lease and Lease Supplement dated as of June 20, 1996, between NationsCredit Commercial Corporation ("NationsCredit"), formerly Greyrock, as lessor and Lessee, recorded by the FAA on September 26, 1996, as Conveyance No. JJ18406, as further supplemented by Lease Supplement No. 2 (N232NW) dated as of August 4, 2000, between Banc of America Commercial Finance Corporation ("BOA"), formerly NationsCredit, as lessor and Lessee, recorded by the FAA on September 6, 2000, as Conveyance No. RR022203 and by Lease Supplement No. 3 (N232NW) dated as of December 6, 2004, recorded by the FAA on December 21, 2004, as Conveyance No. U085246, as assigned by the Assignment and Assumption Agreement (N232NW) dated October 28, 2005, between BOA as assignor and Lessor as assignee, recorded by the FAA on November 17, 2005, as Conveyance No. YY041390, and as further amended by Second Amendment to Lease Agreement dated as of February 13, 2006, between Lessor and Lessee, recorded by the FAA on March 10, 2006, as Conveyance No. QQ032629 (herein called the "Lease"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in or by reference to the Lease. The Lease provides for the lease by Lessor to Lessee of that certain Airframe and Engines described below (together, the "Aircraft") and other property described therein.

AIRFRAME

One airframe identified as follows:

Manufacturer	Model	FAA Registration Number	Manufacturer's Serial Number
McDonnell Douglas	DC-10-30	N232NW	46961

CERTIFIED COPY-TO BE RECORDED

only wtd to DTPH

ENGINES

Three aircraft engines, each such engine having 750 or more rated take-off horsepower or the equivalent thereof, identified as follows:

Manufacturer	Manufacturer's Model	Serial Number
General Electric	CF6-50C2	455150
General Electric	CF6-50C2	455441
General Electric	CF6-50C2	517807


WHEREAS, the Lessor and Lessee desire to terminate the Lease in its entirety.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Release. For valuable consideration receipt of which is hereby acknowledged, each of Lessor and Lessee does hereby (without recourse, representation or warranty whatsoever) release from the lien of the Lease the Aircraft, and the Lease shall be of no further force or effect with regard to any of the equipment covered thereby.
2. Termination. The Lease is hereby terminated for all purposes.
3. Counterparts. This Termination may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument.
4. Severability. Any provision of this Termination which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
5. Governing Law. **THIS TERMINATION HAS BEEN DELIVERED IN THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**
6. Miscellaneous. No term or provision of this Termination may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Lessor, Lessee and any assignee of Lessor's rights hereunder. The section and paragraph headings in this Termination are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof and all references herein to numbered sections, unless otherwise indicated, are to sections of this Termination.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Termination to be duly executed as of the date first above written.

WELLS FARGO BANK NORTHWEST, N. A.,
as Owner Trustee, ~~Lessor~~

By: 
Name: Michael D. Hoggan
Title: Vice President

NORTHWEST AIRLINES, INC., Lessee

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Termination to be duly executed as of the date first above written.

WELLS FARGO BANK NORTHWEST, N. A.,
as Owner Trustee, *Lessor*

By: _____
Name:
Title:

NORTHWEST AIRLINES, INC., *Lessee*

By: 
Name: Daniel B. Matthews
Title: Sr. Vice President & Treasurer