

**air
lib**

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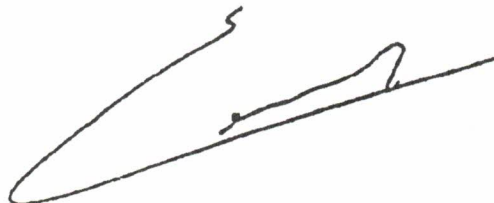
Non Incident Statement

Société d'Exploitation AOM AIR LIBERTE S.A. ("AIR LIB") certifies that to the best of our knowledge the aircraft registered F GPVD Serial Number 47865 equipped with the three CF6-50C2 engines Serial Number 517870, 455484, 517793 has not been involved in an accident or accident during the time the aircraft was operated under AIR LIB Operating Certificate.

Name : M. GARNIER Jean-Noël

Title : Directeur de la Flotte.

Date : February 10th, 2003.



Société d'Exploitation
AOM AIR LIBERTE
Société Anonyme
au Capital de 15.000.000 Euros
RCS GRETEL : B 450 000 009
Siret : 430 000 000 000 14
FR : 32 430 000 009
Code NAF 821 Z
Siège Social : Batiment 363
Zone Contrôlée de l'Aéroport d'Orly
91150 PARAY VIEILLE POSTE

CONSIGNMENT AGREEMENT

THIS AGREEMENT made as of June 28, 2004 between GA TELESIS TURBINE TECHNOLOGIES, L.L.C., A Florida Limited Liability Company offices at 5400 NW 35th Avenue, Building 16, Fort Lauderdale, Florida 33309, USA ("GAT") and INNERCOVE INVESTMENTS LTD a registered Company organized under the laws of the British Virgin Islands with primary offices at Palm Grove House, P O Box 438, Road Town, Tortola, British Virgin Islands (together defined as "INNERCOVE INVESTMENTS").

RECITALS

WHEREAS, INNERCOVE INVESTMENTS owns one (1) McDonnell Douglas DC10-30 aircraft fitted with three (3) General Electric CF6-50C2 engines, described more specifically on Exhibit A hereto (the "Inventory") and desires to offer the Inventory for lease, 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, selling and leasing engines, and engine parts, dismantling engines, 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:

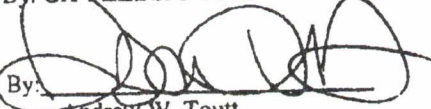
ARTICLE 1: AGREEMENT TO CONSIGN AND SELL

INNERCOVE INVESTMENTS 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.

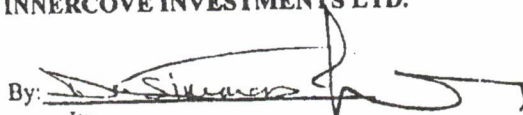
ARTICLE 2: DEFINITIONS

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

By: **GATELEESIS TURBINE TECHNOLOGIES, L.L.C.**

By: 
Andrew W. Toutt
Its: Executive Vice President

INNERCOVE INVESTMENTS LTD.

By: 
Its:

**For F.M.C. Limited
Corporate Director**

Exhibit A

Engine Manufacturer	Engine Model	Engine Serial Number	Engine Condition
General Electric	CF6-50C2	455-445	
General Electric	CF6-50C2	517-870	
General Electric	CF6-50C2	455-268	

Aircraft Manufacturer	Aircraft Model	Aircraft Serial Number
McDonnell Douglas	DC10-30	47865

AIRCRAFT SALE AGREEMENT

Dated

24 June, 2004

between

AIRCRAFT FUNDING SARL

as Seller

and

INNERCOVE INVESTMENTS LIMITED

as Purchaser

in respect of one McDonnell Douglas
DC10-30 Aircraft with Manufacturer's
Serial Number 47865

ATTN.
MICHELY
BORGOS

Bill of Sale

For and in consideration of amounts received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Aircraft Funding SARI, a company incorporated under the laws of Luxembourg with an address at 10 Avenue Monterey, L-2163 Luxembourg (the "Seller"), owner of the full legal and beneficial title to that certain McDonnell Douglas DC10-30 aircraft bearing manufacturer's serial number 47865 together with three General Electric CF6-50C2 engines installed thereon with manufacturer's serial numbers 317870, 435445 and 435268, respectively, and all appliances, parts and equipment installed on or furnished with such aircraft and engines and the Technical Records and Manuals relating thereto (hereinafter referred to as the "Aircraft"), does hereby sell, grant, transfer and deliver all its right, title and interest in and to the Aircraft unto Wells Fargo Northwest, national association, not in its individual capacity but solely as owner trustee for the benefit of Innocove Investments Limited, a company incorporated under the laws of the State of the British Virgin Islands and having its registered office address at Palm Grove House, PO Box 438, Road Town, Tortola, British Virgin Islands (the "Purchaser") (the "Owner Trustee") and its successors and assigns, to have and to hold the Aircraft forever. This Bill of Sale is executed and delivered to the Owner Trustee by the Seller pursuant to the terms of an Aircraft Sale Agreement (the "Aircraft Sale Agreement") dated 24 June, 2004 and made between the Seller and the Purchaser. All capitalized terms not defined herein shall have the same meaning as that given to such terms in the Aircraft Sale Agreement.

The Seller does hereby transfer full legal and beneficial title to the Aircraft unto the Owner Trustee, in each case, free and clear of any and all Liens and the Seller does for itself and its successors and assigns covenant and hereby agree with the Owner Trustee and its successors and assigns to warrant and defend such title to the Aircraft unto the Owner Trustee and its successors and assigns against all claims and demands whatsoever, forever.

This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed this 24 day of June, 2004.

AIRCRAFT FUNDING SARI


By:

Title:

[Signature]
J. Harney in fact.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement the day and year first above mentioned.

AIRCRAFT FUNDING SARL

By: 
Name: E. PEPPARD
Title: ATTORNEY IN FACT

INNERCOVE INVESTMENTS LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties hereto have entered into this Agreement the day and year first above mentioned.

AIRCRAFT FUNDING SARI

By: _____

Name: _____

Title: _____

INNERCUBE INVESTMENTS LIMITED

By:  _____

Name: Euan O'Brien / Miss Jaton

Title: For IWC Limited
Corporate Director

Aircraft Funding SaRL
10, Avenue Monterey
L-2163 Luxembourg

Finnair Oyj
Helsinki-Vanta:1 Airport
Finland

Dated as of 17 March 2004

Re: Aircraft Purchase Agreement (the "Purchase Agreement") dated 29 November, 1996 between Finnair Oyj ("Finnair") as Seller and Capra Corporation as Purchaser relating, inter alia, to McDonnell Douglas DC-10-30 Aircraft MSN 47865 and 47956 (the "Aircraft") which Purchase Agreement was ultimately assigned to PK Airfinance (formerly Credit Lyonnais / PK Airfinance by 2 Purchase Agreement Assignments dated 12 March, 1997 and 24 April, 1997, respectively. PK Airfinance subsequently assigned the Aircraft to Aircraft Funding SaRL (previously known as PK Aircraft Funding SaRL) ("Owner")

Dear Sirs,

We refer to the Purchase Agreement and, in particular, to the Engines described hereunder.

The purpose of this letter is to identify such Engines by serial number and to provide for title to such Engines to be vested in Owner.

Accordingly, for valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Finnair and Owner agrees as follows:-

1. The following General Electric Model CF6-50C2 Engines are hereby designated as the "Engines" (as defined in the Purchase Agreement) and exchanged between Finnair and Aircraft Funding:-

MSN of Aircraft

47865

47956

ESN

517870, 455445 & 455268

455411, 455484 & 528330. *1/4*

