



September 27, 2004

L-QA-04-038

To Whom it may Concern:

Subject: No Major Accident and/ or Incident on Aircraft B747SR, S/N 22594

(Old registration No.JA8152)

This is to advise that the aircraft B747SR manufacturer serial number 22594 has not suffered any major accident and/or incident since its delivery to All Nippon Airways from Boeing Commercial Airplane on the day of February 27, 1981.

Sincerely yours,


Kazuhiro Ishii

Director

Quality Assurance Dept.

Engineering & Maintenance

All Nippon Airways

CONSIGNMENT AGREEMENT

THIS AGREEMENT made as of December 20, 2004 between **GA TELESIS TURBINE TECHNOLOGIES, L.L.C.**, A Florida Limited Liability Company offices at 5400 NW 35th Ave., Ft. Lauderdale, FL 33309, USA ("**GAT**") and Woodberry International, Inc., a BVI company with its principal office at Woodberry International Inc., Palm Grove, House Road Town Tortola, BVI (together defined as "**Woodberry or Consignor**").

RECITALS

WHEREAS, CONSIGNOR owns one (1) Boeing 747SR aircraft fitted with two (2) General Electric CF6-45C2 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

CONSIGNOR 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.

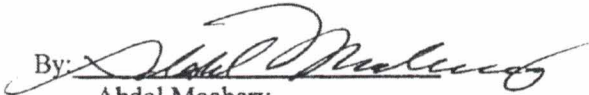
ARTICLE 2: DEFINITIONS

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:

"**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 Agreement on the date first above written.

By: GA TELESIS TURBINE TECHNOLOGIES, L.L.C.

By: 
Abdol Moabery
Its: President & CEO

WOODBERRY INTERNATIONAL, INC.

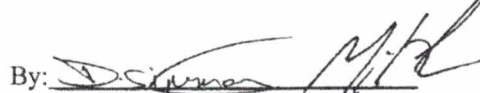
By: 
F.M.C. Limited
Its: Sole Director

Exhibit A

General Electric	CF6-45A2	517815	SVC
General Electric	CF6-45A2	517594	SVC

Boeing	747SR-81	22594
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AIRCRAFT SALE AGREEMENT

THIS AIRCRAFT SALE AGREEMENT, dated as of December 20 , 2004 (as from time to time amended, modified or supplemented, the "Sale Agreement"), by and between GA Telesis Turbine Technologies, LLC, a Florida limited liability company with offices at 5400 NW 35th Ave., Ft. Lauderdale, FL 33309 ("Seller") and Woodberry International, Inc., a BVI company with its principal office at Woodberry International Inc., Palm Grove House Road Town Tortola BVI ("Buyer").

WITNESSETH

WHEREAS, Seller is the owner of one (1) used Boeing 747SR-81 aircraft bearing serial number 22594 together with two General electric CF6-45A2 engines bearing serial numbers 517815 and 517594 (the "Aircraft") (as more fully described in this Sale Agreement and schedule 1 attached); and

WHEREAS, pursuant to the terms and conditions of this Sale Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Aircraft (as defined below); and

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS

The following terms, when capitalized, shall have the following meanings for all purposes of this Sale Agreement, except where the context otherwise requires:

Acknowledgment of Delivery and Sale means the Acknowledgment of Delivery and Sale substantially in the form attached hereto as Exhibit A.

Additional Insured means each of Seller, its respective Affiliates, officers, directors, shareholders, members, agents, employees, and successors and assigns.

Affiliate means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Bill of Sale means the Bill of Sale substantially in the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Sale Agreement through their respective duly authorized officers, all as of the day and year first above written.

GA TELESIS TURBINE TECHNOLOGIES,
LLC (SELLER)

By: 

Name: Abdol Moabery

Title: President & CEO

WOODBERRY INTERNATIONAL, INC.
(BUYER)

By: 

Name: F.M.C. Limited

Title: Sole Director

EXHIBIT A

FORM OF ACKNOWLEDGMENT OF DELIVERY AND SALE

By this Acknowledgment of Delivery and Sale, GA Telesis Turbine Technologies, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Seller"), and Woodberry International, Inc., a BVI company with its principal office at Woodberry International Inc., Palm Grove House Road Town Tortola BVI ("Buyer"), acknowledge that pursuant to the Aircraft Sale Agreement dated as of December 23, 2004, at 8:00 a.m./p.m. (Miami time) Seller did deliver to Buyer and Buyer did accept and make payment of the Purchase Price for the following property:

One (1) Boeing 747SR-81 Aircraft bearing manufacturers serial number 22594, the Parts and the Records related thereto.

Two (2) General Electric CF6-45A2 Engines bearing manufacturer's serial numbers 517815 and 517594 .

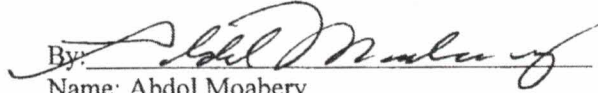
And that accordingly as of the date hereof, Seller's title to such property has by delivery passed from Seller to Buyer and that the Delivery Date as defined and set forth in the Sale Agreement has occurred.

This Acknowledgment of Delivery and Sale may be signed in one or more counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall, taken together, be considered an original of this Acknowledgment of Delivery and Sale.

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IN WITNESS WHEREOF, the undersigned have duly executed this Acknowledgment of Delivery and Sale as of this 23rd day of December, 2004.

GA TELESIS TURBINE
TECHNOLOGIES, LLC (SELLER)

By: 
Name: Abdol Moabery
Title: President & CEO

WOODBERRY INTERNATIONAL, INC.
(BUYER)

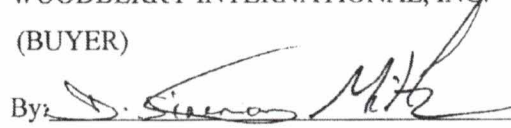
By: 
Name: F.M.C. Limited
Title: Sole Director

EXHIBIT B

FORM OF BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GA Telesis Turbine Technologies, LLC, ("Seller"), does, on the date hereof, grant, convey, transfer, bargain, sell, deliver and set over to Woodberry International, Inc., a BVI company with its principal office at Woodberry International Inc., Palm Grove House Road Town Tortola BVI ("Buyer").

Woodberry International, Inc a limited liability company organized and existing under the laws of the British Virgin Islands ("Buyer"), its successors and assigns, all of Seller's right, title and interest in and to that certain Boeing 747SR-81 Aircraft bearing manufacturer's serial number 22594, together with (i) two (2) attached General Electric CF6-45A2 Engines bearing manufacturer's serial numbers 517815 and 517594, (ii) all equipment or property incorporated, installed in or on or attached to said Aircraft and (iii) all Records (collectively, the "Aircraft"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Aircraft Sale Agreement, dated as of December 20, 2004 (as from time to time amended, modified or supplemented, the "Sale Agreement").

TO HAVE AND TO HOLD said Aircraft unto Buyer, its successors and assigns, for its and their own use forever.

THAT Seller hereby warrants to Buyer, its successors and assigns, that it is the holder of title to the Aircraft and has the right to sell the same as aforesaid and that this Bill of Sale conveys to Buyer on the date hereof, good title to the Aircraft, free and clear of all liens, encumbrances and rights of others created by Seller (including any rights of Beneficiary), and that Seller will warrant and defend such title forever against all claims and demands whatsoever.

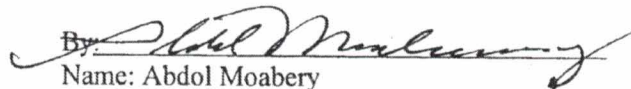
THE AIRCRAFT, AND THE RECORDS SOLD HEREUNDER (THE "AIRCRAFT") IS SOLD TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS" AND, EXCEPT AS TO THE WARRANTY OF TITLE, IS WITHOUT ANY WARRANTY WHATSOEVER. THE REPRESENTATIONS SET FORTH HEREIN AS TO TITLE ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ANY AND ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, OF SELLER AND ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES AND ASSIGNS. BUYER ALSO HEREBY WAIVES, RELEASES AND RENOUNCES ANY AND ALL RIGHTS, CLAIMS AND REMEDIES, EXPRESS OR IMPLIED, OF BUYER AGAINST SELLER AND ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES AND ASSIGNS, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE EQUIPMENT, WHETHER LATENT, HIDDEN OR OTHERWISE UNDISCOVERABLE, INCLUDING BUT NOT LIMITED TO: (A) ANY

WARRANTY AS TO THE AIRWORTHINESS OR CONDITION OF THE EQUIPMENT; (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE EQUIPMENT OR FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE; (C) STRICT LIABILITY WITH RESPECT TO THE EQUIPMENT; (D) ANY IMPLIED WARRANTY WITH RESPECT TO THE EQUIPMENT ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT WITH RESPECT TO THE EQUIPMENT, WHETHER OR NOT ARISING FROM THE ACTUAL OR IMPUTED NEGLIGENCE OF SELLER OR ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES AND ASSIGNS; AND (F) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY TANGIBLE OR INTANGIBLE THING, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR ITS CONDITION; IT BEING AGREED THAT NEITHER SELLER NOR ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES, SUCCESSORS OR ASSIGNS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY OF THE FOREGOING MATTERS AND THAT ALL RISKS OF ANY NATURE INCIDENT THERETO ARE TO BE BORNE BY BUYER.

The laws of the State of New York shall govern this Bill of Sale, without giving effect to its conflicts-of-laws principles.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officers this 23rd day of December, 2004.

GA TELESIS TURBINE TECHNOLOGIES,
LLC

By: 
Name: Abdol Moabery
Title: President

BILL OF SALE

GAP Investment Six, LLC (Seller), in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and assign to GA Telesis Turbine Technologies, LLC (Buyer), its successors and assigns, the following described property (including all appliances, parts, instruments, appurtenances, accessories, furnishings, or other equipment or property installed on or attached to the aircraft and engines):

<u>Aircraft Manufacturer's Model No.</u>	<u>Aircraft Registration Markings</u>	<u>Aircraft Manufacturer's Serial No.</u>	<u>Engine Manufacturer's Model No.</u>	<u>Engine Manufacturer's Serial No.</u>
747SR-81	N/A	22594	(1) CF6-45A2	517582
			(2) CF6-45A2	517804
			(3) CF6-45A2	517815
			(4) CF6-45A2	517594

TO HAVE AND TO HOLD said property to Buyer, its successors and assigns, to its and their own use forever.

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

That Seller hereby warrants to Buyer, its successors and assigns, that there is hereby conveyed to Buyer on the date hereof, good title to the aforesaid aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and/or other equipment or property, free and clear of all liens, encumbrances and rights of others, and that it will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale will be governed by the laws of the State of Washington and will be deemed executed and delivered in Roswell, New Mexico with respect to the Airframe and Ft. Lauderdale, Florida with respect to the Engines, regardless of where executed counterparts hereof may be delivered for convenience of closing.

IN WITNESS WHEREOF, Seller has caused its corporate name to be subscribed hereto by its duly authorized representative this 23rd day of December, 2004.

GAP INVESTMENT SIX, LLC

By: 

Its: VICE PRESIDENT

UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION	
AIRCRAFT BILL OF SALE	
FOR AND IN CONSIDERATION OF \$1.00 and other valuable considerations THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:	
UNITED STATES REGISTRATION NUMBER	N238BA
AIRCRAFT MANUFACTURER & MODEL BOEING 747SR-100	
AIRCRAFT SERIAL No. 22594	
DOES THIS <u>28th</u> DAY OF OCTOBER, 2004, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:	

RECORDED

Federal Aviation Administration

Date 11/22/2004 Time 11:21 am
 Conveyance Number 44026387
 By [Signature]

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME AND MIDDLE INITIAL.)		
	GAP Investment Six, LLC C/O Guggenheim Aviation Partners 4199 E. Lake Sammamish Parkway SE Sammamish, WA 98075		
	DEALER CERTIFICATE NUMBER		
AND TO ITS SUCCESSORS AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF WE HAVE SET OUR HAND THIS <u>28th</u> DAY OF OCTOBER, 2004.			
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
	Boeing Aircraft Holding Company	<u>[Signature]</u> Karen S. Tytgat	Assistant Secretary

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

ORIGINAL
TO BE RETURNED TO M&T

BILL OF SALE

All Nippon Airways Co., Ltd. (Seller), a Japanese corporation, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and assign to Boeing Aircraft Holding Company, a wholly-owned subsidiary of The Boeing Company (Buyer), its successors and assigns, the following described property (including all appliances, parts, instruments, appurtenances, accessories, furnishings, or other equipment or property installed on or attached to the aircraft and engines):

<u>Aircraft Manufacturer's Model No.</u>	<u>Aircraft Registration Markings</u>	<u>Aircraft Manufacturer's Serial No.</u>	<u>Engines Manufacturer's Model No.</u>	<u>Engines Manufacturer's Serial No.</u>
Boeing	JAB152	22594	General Electric Co.	
747SR-81			(1) CF6-45A2	517502
			(2) CF6-45A2	517804
			(3) CF6-45A2	517815
			(4) CF6-45A2	517594

TO HAVE AND TO HOLD said property to Buyer, its successors and assigns, to its and their own use forever.

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

That Seller hereby warrants to Buyer, its successors and assigns, that there is hereby conveyed to Buyer on the date hereof, good title to the aforesaid aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and/or other equipment or property, free and clear of all liens, encumbrances and rights of others, and that it will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale will be governed by the laws of the State of Washington and will be deemed executed and delivered at Seattle, Washington, regardless of where executed counterparts hereof may be delivered for convenience of closing.

IN WITNESS WHEREOF, Seller has caused its corporate
name to be subscribed hereto by its duly authorized
representative this 27th day of September, 2004.

ALL NIPPON AIRWAYS CO., LTD.

By: 魏 昭 誠

Its: Vice President, Purchasing