

## **CONSIGNMENT AGREEMENT**

**THIS AGREEMENT** made as of June 15, 2005 between **GA TELESIS TURBINE TECHNOLOGIES, L.L.C.**, A Florida Limited Liability Company offices at 5400 NW 35<sup>th</sup> Ave., Ft. Lauderdale, FL 33309, USA ("**GAT**") and Prop Three Limited, a Nevada company with its principal office at 224 Kingsbury Grade, Stateline, Nevada 89449 (together defined as "**Prop Three or Consignor**").

### **RECITALS**

**WHEREAS, CONSIGNOR** owns one (1) Boeing 747SR airframe and two (2) General Electric CF6-45A2 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.

S.S.



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

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

By: 

Andrew Toutt

Its: Executive Vice President

**PROP THREE LIMITED**

By: 

Stuart Sagan

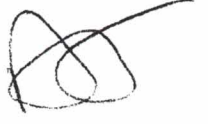
Its:

Manager

## Exhibit A

Engine Manufacturer	Engine Model	Engine Serial Number	Engine Condition
General Electric	CF6-45A2	530438	SVC
General Electric	CF6-45A2	517918	SVC

Aircraft Manufacturer	Aircraft Model	Aircraft Serial Number
Boeing	747SR-81	22712

SS- 

## **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 Prop Three Limited a Nevada company with its principal office at 224 Kingsbury Grade, Stateline, Nevada 89449 ("Buyer").

Prop Three Limited a company organized and existing under the laws of the Nevada ("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 22712, together with (i) two (2) attached General Electric CF6-45A2 Engines bearing manufacturer's serial numbers 530438 and 517918 , (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 June 15, 2005 (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     day of June 15, 2005.

GA TELESIS TURBINE TECHNOLOGIES,  
LLC

By: 

Name: Andrew Toutt

Title: Executive Vice President

Exhibit A to  
Sale and Purchase Agreement for  
Used Aircraft No. U0641

BILL OF SALE

GAP Investment Nine, 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-100	N/A	22712	(1) CF6-45A2	530438
			(2) CF6-45A2	517918
			(3) CF6-45A2	517448
			(4) CF6-45A2	517921

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 Opa Locka, Florida -, 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 15 day of June, 2005.

GAP INVESTMENT NINE, LLC

By: 

Matthew M. Sennett  
Vice President

Its: \_\_\_\_\_

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 **N248BA**  
AIRCRAFT MANUFACTURER & MODEL  
**BOEING MODEL 747SR-100**  
AIRCRAFT SERIAL No.  
**22712**

DOES THIS 8th DAY OF **June, 2005**,  
HEREBY SELL, GRANT, TRANSFER AND  
DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
IN AND TO SUCH AIRCRAFT UNTO:

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 Nine, LLC  
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 8th DAY OF **June, 2005**.

SELLER

NAME (S) OF SELLER  
(TYPED OR PRINTED)

**Boeing Aircraft  
Holding Company**

SIGNATURE (S)  
(IN INK) (IF EXECUTED  
FOR CO-OWNERSHIP, ALL MUST SIGN.)

**Terri S. Bell**

TITLE  
(TYPED OR PRINTED)

**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

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UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION	
<b>AIRCRAFT BILL OF SALE</b>	
FOR AND IN CONSIDERATION OF \$ 1&0VC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DES-CRIBED AS FOLLOWS:	
UNITED STATES REGISTRATION NUMBER	<b>N</b> 248BA
AIRCRAFT MANUFACTURER & MODEL	Boeing 747SR-81
AIRCRAFT SERIAL No.	22712
DOES THIS <u>24th</u> DAY OF <u>May</u> , 2005, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:	

FORM APPROVED  
OMB NO. 2120-0042**RECORDED**

Federal Aviation Administration

Date 5/24/05 Time 2:28 pmConveyance Number RD66438By Danay BrownDo Not Write In This Block  
FOR FAA USE ONLY**PURCHASER****NAME AND ADDRESS**

(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

BOEING AIRCRAFT HOLDING COMPANY  
1901 Oakesdale Avenue  
Building 25-25  
Renton, Washington 98055

DEALER CERTIFICATE NUMBER

AND TO its successors ~~EXERCISES ADMINISTRATION~~ AND ASSIGNS TO HAVE AND TO HOLD  
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:IN TESTIMONY WHEREOF we HAVE SET OUT HAND AND SEAL THIS 24th DAY OF May, 2005.**SELLER**

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
All Nippon Airways Co., LTD.	<u>難波 誠一</u>	Vice President, Purchasing

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

ORIGINAL: TO FAA:

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition





May 13<sup>th</sup>, 2005

L-QA-05-035

To Whom it may Concern:

**Subject: No Major Accident and/ or Incident on Aircraft B747SR, S/N 22712**

(Old registration No.JA8159)

This is to advise that the aircraft B747SR manufacturer serial number 22712 has not suffered any major accident and/or incident since its delivery to All Nippon Airways from Boeing Commercial Airplane on the day of November 12, 1982.

Sincerely yours,

  
Kazuhiro Ishii

Director

Quality Assurance Dept.

Engineering & Maintenance

All Nippon Airways