

EXECUTION VERSION

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT (the “**Agreement**”) made as of June 26, 2009 between **GA TELESIS, LLC.**, a Delaware limited liability company, with its principal place of business at 5400 Northwest 35th Avenue, Fort Lauderdale, FL 33309, USA (“**GAT**”) and **BROADWAY ON LEX TRADING LTD**, a British Virgin Islands limited company with offices at c/o Craigmuir Chambers, PO Box 71 Road Town, Tortola, BVI (“**Owner**”).

RECITALS

WHEREAS, Owner is (or will be) the owner of certain Equipment specified on one or more Equipment Schedules substantially in the form of Attachment A hereto (each such schedule an “**Equipment Schedule**” and together the “**Equipment Schedules**”) and desires to offer the Equipment for sale and dismantling for parts for further marketing and selling; and

WHEREAS, GAT has experienced sales, marketing, technical and administrative personnel capable of selling aircraft and aircraft parts, 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

Owner hereby appoints GAT as its marketing and sales agent for the sale and dismantling for parts 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 agent for the Inventory and exclusive marketing and sales agent for the Parts Inventory consigned under this Agreement.

Equipment shall become subject to this Agreement and shall become Inventory effective upon the execution of an Equipment Schedule specifying such Equipment by Owner and GAT and upon the date of such Equipment Schedule, subject only to the acquisition of such Equipment by Owner. To the extent the terms and conditions specified in any Equipment Schedule with respect to the Inventory which is subject to such Equipment Schedule are different than those specified in this Agreement with respect to all Inventory, the terms and conditions of the Equipment Schedule shall govern as to the subject Inventory.

[Consignment Agreement]

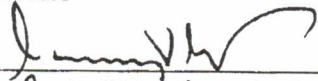
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

By: GA TELESIS, LLC

By: _____
Its: _____

**BROADWAY ON LEX TRADING
LIMITED**

By: BROADWAY ON LEX II LIMITED
Its: Director

By: 
Name: GWENTH VANTERPOOL
Title: AUTHORIZED SIGNATORY

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

By: GA TELESIS, LLC

By: _____

Its: _____

Andrew Toub
Executive Vice President

**BROADWAY ON LEX TRADING
LIMITED**

By: BROADWAY ON LEX II LIMITED

Its: Director

By: _____

Name: _____

Title: _____

**ATTACHMENT A
TO CONSIGNMENT AGREEMENT**

Form of Equipment Schedule

Broadway on Lex Trading Limited – GAT Equipment Schedule No. 1
Dated as of 26 June 2009

Description of Equipment (attach details as necessary):

Consignor:

Consignee:

BROADWAY ON LEX TRADING
LIMITED

GA TELESIS, LLC

By: Broadway on Lex II Limited, Director

By

Title Director

FOR WESTLAW LIMITED

By

Title

EVP

**Schedule 1 to
Broadway on Lex Trading Limited – GAT Consignment Agreement
Equipment Schedule No. 1**

Airframe Manufacturer	Airframe Model	Airframe Serial Number
Boeing	767-300	23216
Bocing	767-300	23217
Boeing	757-200	23199

BILL OF SALE

FOR ONE DOLLAR (\$1) AND OTHER GOOD VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS AN OWNER TRUSTEE, AS SELLER ("SELLER") DOES HEREBY SELL, GRANT, TRANSFER AND DELIVER TO BROADWAY ON LEX TRADING LIMITED, AS PURCHASER ("PURCHASER") ALL RIGHTS, TITLE AND INTEREST IN AND TO THE AIRFRAME, EQUIPMENT, DOCUMENTS AND OTHER PROPERTY DESCRIBED BELOW (COLLECTIVELY THE "AIRFRAME"):

1. ONE (1) BOEING MODEL 767-346 AIRFRAME BEARING MANUFACTURER'S SERIAL NUMBER 23216,
2. ALL EQUIPMENT, ACCESSORIES, APPLIANCES, INSTRUMENTS AND PARTS INSTALLED IN OR ATTACHED TO SUCH AIRFRAME; AND
4. ALL LOGS, MANUALS, CERTIFICATES AND DATA, AND INSPECTION, MODIFICATION AND OVERHAUL RECORDS RELATING THERETO TO THE EXTENT SUCH ITEMS ARE IN SELLER'S POSSESSION

TO HAVE AND TO HOLD THE SAID PROPERTY FOREVER.

THE TRANSFER EVIDENCED HEREBY IS MADE "AS IS, WHERE IS" WITHOUT RECOURSE OR WARRANTY BY SELLER, AND NEITHER SELLER, IN ITS INDIVIDUAL CAPACITY, NOR ANY OTHER PERSON SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, AIRWORTHINESS, VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE AIRFRAME OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRFRAME OR ANY PART THEREOF, EXCEPT THAT SELLER HEREBY WARRANTS TO PURCHASER AND ITS SUCCESSORS AND ASSIGNS THAT THERE IS HEREBY CONVEYED TO PURCHASER GOOD AND MARKETABLE TITLE TO THE AIRFRAME, FREE AND CLEAR OF ANY LIENS, ENCUMBRANCES AND SECURITY INTERESTS AND SELLER WILL WARRANT AND DEFEND SUCH TITLE FOREVER AGAINST ALL CLAIMS AND DEMANDS WHATSOEVER.

SELLER HEREBY IRREVOCABLY ASSIGNS TO PURCHASER ALL OF SELLER'S RIGHTS UNDER ANY WARRANTY, EXPRESS OR IMPLIED, SERVICE POLICY OR PRODUCT AGREEMENT OF ANY MANUFACTURER, OF ANY MAINTENANCE AND OVERHAUL AGENCY OR OF ANY SUBCONTRACTOR, SUPPLIER OR VENDOR OF ANY ITEM OF THE AIRFRAME TO THE EXTENT THAT SUCH RIGHTS RELATE TO ANY TIME PERIOD AFTER THE DATE HEREOF, ARE ASSIGNABLE AND ARE NOT EXTINGUISHED AS A RESULT OF SUCH ASSIGNMENT.

THIS BILL OF SALE IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, SELLER HAS CAUSED THIS BILL OF SALE TO BE DULY EXECUTED AS OF THIS
1st DAY OF June, 2009.

BANK OF UTAH,
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS AN OWNER
TRUSTEE,
AS SELLER

BY 
NAME: Michael Hoggan
TITLE: Vice President

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

FORM APPROVED
OMB NO. 2120-0042

FOR AND IN CONSIDERATION OF \$ 1.00 OVC
THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N767NG**
AIRCRAFT MANUFACTURER & MODEL
Boeing 767-346

AIRCRAFT SERIAL No.
23216

DOES THIS 30th DAY OF April, 2009
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.)


**Bank of Utah, not in its individual capacity
but solely as an owner trustee**

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 I HAVE SET MY HAND THIS _____ DAY OF JUNE 2008

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
GA Telesis, LLC		Abdul Maabery

ACKNOWLEDGEMENT (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

BILL OF SALE

For One Dollar (\$1) and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JALUX Inc. as seller ("Seller") does hereby sell, grant, transfer and deliver to GA Telesis, LCC as purchaser ("Purchaser") all rights, title and interest in and to the airframe, equipment and documents described below (collectively the "Airframe"):

1. one (1) Boeing model 767-346 airframe bearing manufacturer's serial number 23216, Registration Number JA8234;
2. all equipment, accessories and Parts installed in or attached to such airframe; and
4. the Airframe Documents; and

to have and to hold the said property forever.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Sale and Purchase Agreement dated as of April 24th, 2009 (as amended, modified or supplemented, the "Sale Agreement") between Seller and Purchaser.

THE TRANSFER EVIDENCED HEREBY IS MADE "AS IS, WHERE IS" WITHOUT RECOURSE OR WARRANTY BY SELLER, AND NEITHER SELLER, IN ITS INDIVIDUAL CAPACITY, NOR ANY OTHER PERSON SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, AIRWORTHINESS, VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE AIRFRAME OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRFRAME OR ANY PART THEREOF, except that Seller hereby warrants to Purchaser and its successors and assigns that there is hereby conveyed to Purchaser good and marketable title to the Airframe, free and clear of any Liens and Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is governed by the laws of Japan.

EXECUTION

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of this 30th day of April, 2009.

JALUX Inc.,
as Seller

By Seigi Miyanaga
Name: Seigi Miyanaga
Title: Executive Officer



Japan Airlines International
M1 Bldg. 3-5-1 Haneda Airport
Ota-ku Tokyo, 144-0041, Japan

JIZ-09C-011
April 21, 2009

JA8234 Major Incident/Accident Status Report

JA8234, S/N 23216 was delivered by The Boeing Company to Japan Airlines International on September 25, 1986. It was operated by JALI from September 25, 1986 to March 31, 2009.

Current Time : 51411:07 / Current Cycle : 40905

This letter serves to confirm that since the delivery of the subject aircraft to JALI, there has been neither major incident nor major accident on this aircraft.

During that period of operation, we also certify that the Aircraft and APU, and their associated components were not operated by governmental or military entities, nor have any parts which may have been installed during operation been acquired from any government or military source.

A handwritten signature in black ink, reading 'Yuichi Kitada', is positioned above a horizontal line.

Yuichi Kitada
Director,
Quality Assurance Department
Japan Airlines International Co., Ltd.