

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "**Agreement**") is dated as of October 6, 2014, between CrossIron Enterprises, Inc., a company formed in Alberta, Canada ("**Consignor**") and GA Telesis, LLC, a Delaware limited liability company ("**Consignee**").

BACKGROUND

Consignor is the owner of the equipment specified on Schedules A, B and C, including those parts and components thereof which are specified in any component list attached thereto (each shall be referred to as the "**Equipment**"). Except as otherwise expressly specified on Schedules A, B and C, the Equipment, all parts, components, equipment, material, assemblies, sub-assemblies, avionics, instruments, controls, interior fixtures, maintenance records, technical records and other elements of all kinds currently attached to, installed on, or incorporated, associated or delivered hereunder to Consignee with the Equipment 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 managing and 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. All leased items must be approved by Consignor.

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 all reasonable efforts in its performance hereunder, including the sale of the Consigned Goods at then-current market terms and conditions. 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**." Qwest Air Parts, Inc. ("**Qwest**") shall retain the right to market and sell Schedule B Consigned Goods only.

2. Delivery; Receipt of Consigned Goods. Consignee will take possession of the Consigned Goods set forth in Schedules A and C at 1850 NW 49th Street, Fort Lauderdale, FL 33309 ("**Consignee's Facility**") on one or more dates specified on Schedules A and C (each a "**Delivery Date**"). Consignee will provide a written receipt to Consignor for the Schedules A and C Consigned Goods received at Consignee's Facility. Notwithstanding anything to the contrary contained in this Agreement, for purposes of the Uniform Commercial Code as in effect in any relevant jurisdiction, none of the Schedules A and C Consigned Goods shall be deemed to be in the possession of

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


Consignor:

CROSSIRON ENTERPRISES INC.

By Mike Borrelli 
Title Director

Consignee:

GA TELESIS, LLC

By 
Title Jack Portlock
Senior Vice President
Chief Financial Officer

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, not in its individual capacity but solely as owner trustee, ("Seller"), owner of the airframe, equipment and documents described below (hereinafter referred to as the "Airframe"):

1. one (1) Boeing Model 767-31A/ER airframe bearing manufacturer's serial number 26469;
2. all Parts; and
3. the Airframe Documentation,

does hereby sell, grant, transfer and deliver all its right, title and interest in and to the Airframe to **CROSSIRON ENTERPRISES LTD.** ("Purchaser"), to have and to hold the Airframe forever. Seller hereby warrants to Purchaser, and its successors and assigns, that there is hereby conveyed to Purchaser full legal and beneficial title to the Airframe free and clear of any Security Interests other than Security Interests created by or through Purchaser, and that it will forever defend such title against any and all such non-permitted claims and demands whatsoever.

This Bill of Sale is being delivered pursuant to the Airframe Sale Agreement dated as of April 30, 2012, between Seller and Purchaser (the "Sale Agreement").

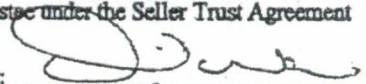
The terms "Parts", "Airframe Documentation", and "Security Interests" shall have the same meanings in this Bill of Sale as in the Sale Agreement.

THE AIRFRAME AND EACH PART IS BEING SOLD AND DELIVERED TO PURCHASER "AS IS" AND "WHERE IS," AND, EXCEPT AS EXPRESSLY PROVIDED ABOVE OR IN PART A(6) OF SCHEDULE 3 OF THE SALE AGREEMENT, WITHOUT ANY REPRESENTATION, GUARANTEE OR WARRANTY OF SELLER EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR OTHERWISE AS TO THE CONDITION THEREOF.

THIS BILL OF SALE IS DELIVERED BY SELLER TO PURCHASER IN THE STATE OF NEW YORK. THIS BILL OF SALE IS GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of this 4th day of May 7, 2012, while the Airframe was located in Crestview, Florida, at 2:30 PM local time.

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as owner
trustee under the Seller Trust Agreement

By: 
Name: David Wall
Title: Assistant Vice President

EXECUTION VERSION

AIRCRAFT LEASE AGREEMENT (26469)

dated as of March 31, 2010

between

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Owner Trustee,
as Lessor

and

MARTINAIR HOLLAND N.V.,
as Lessee

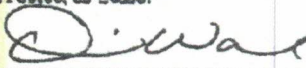
Concerning: One Boeing 767-31AER Aircraft, MSN 26469 and
Two Pratt & Whitney Engines

THIS AIRCRAFT LEASE AGREEMENT (26469) (THIS "LEASE") HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS LEASE CONSTITUTES TANGIBLE CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST HEREIN MAY BE PERFECTED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART HEREOF OTHER THAN THE ORIGINAL COUNTERPART. THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART SHALL BE THE COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY LESSOR ON THE SIGNATURE PAGE.

[Aircraft Lease Agreement (26469)]

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed by their authorized officers on the date first above written.

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION,
not in its individual capacity but solely as
Owner Trustee, as Lessor

By: 
Name: David Wall
Title: Assistant Vice President

MARTINAIR HOLLAND N.V., as Lessee

By: 
Name: P. Gregorowitsch
Title: Managing Director

By: 
Name: R. Hougee
Title: Managing Director

Non-incident ferry flight statement

To whom it may concern,

Boeing aircraft bearing manufacturer's serial number 26469 including Two (2) Pratt & Whitney Engines bearing manufacturer's serial numbers P724141 & P724173, Landing Gears, APU and associated components.

This is to confirm and certify that the above described aircraft including engines, landing gears, APU and associated components was operated by Martinair Holland N.V. for the purpose of ferry flight from Amsterdam to Cecil Field Jacksonville, United States.

During that period of operation, they were not involved in an accident, incident or subjected to extreme heat, fire or stress.

Date of operation: 17-November-2011,
Purpose: Lease Return
Ferry Flight from AMS to VQQ
Flight Times: 10 Hours 07 Minutes
Flight Cycles: 2
Log Page No. 1278413

Schiphol, 18 November 2011


Mathieu Slewe
Quality Manager CAMOA / MOA
Safety & Security Management
Martinair Holland NV

Martinair reference: SSM/11.031

Non-accident or incident statement

To whom it may concern,

To the best of my knowledge, I can hereby declare that during Martinair's operation the following aircraft and any parts fitted thereto have not been involved in an accident or serious incident as defined in ICAO Annex 13, Chapter 1 that affected the airworthiness which caused permanent structural damage to the aircraft.

Aircraft Type: B767-31A
Aircraft Serial Number: 26469
Period of operation: between 11 February 1992 and 31 October 2011.
Total Hours: 102,716:39 Total Cycles: 17,751

No.1 Engine Type: PW4060
No.1 Engine Serial Number: P724141
Total Hours: 87,303 Total Cycles: 13,460

No.2 Engine Type: PW4060
No.2 Engine Serial Number: P724173
Total Hours: 83,156 Total Cycles: 13,044

Auxiliary Power Unit Type: GTCP331-200ER
Auxiliary Power Unit Serial Number: P-2249
Total Hours: 17,543

Nose Gear part number: 162T0000-263
serial number: M0389
Total Cycles: 14,242

Left Main Gear part number: 161T1000-333
serial number: T4890
Total Cycles: 14,242

Right Main Gear part number: 161T1000-334
serial number: T4891
Total Cycles: 14,242

Schiphol, 15 November 2011


Mathieu Sieuw
Quality Manager CAMOA / MOA
Safety & Security Management
Martinair Holland NV



PRO-TECH ADVISORS INC.
AVIATION CONSULTANTS

TO WHOM IT MAY CONCERN

Non-Incident and Accident Statement

Subject aircraft / equipment:

B767-31A MSN 26469 N326MP

PW4060 - ESN's 724141 and 724173

APU GTCP331-200ER S/N P-2249

On behalf of our client, Global Principal Finance, we certify that between November 19, 2011 and April 30, 2012 the above referenced aircraft and the installed components have not been involved in a major incident or accident. Furthermore, the equipment has not been subject to a major failure or fire, extreme stress, immersion in salt water and to our knowledge has not been obtained from or used by any government or military sources.

Martinair last operated the aircraft on November 18, 2011 – AMS to VQQ

The aircraft was ferried from VQQ to CEW on April 30, 2012

Time Log for: B767-31A(ER) N326MP (Ex PH-MCL) MSN 26469 L/N 415 Verbl. VN672

Event	Date	Hours	Cycles	TAT	TAC	724141		724173		APU SN P-2249	
						ETT	ETC	ETT	ETC	ETT	ETC
	At VQQ			102726:48	17753	87313	13482	83166	13046	17545	17545
Ferry VQQ - Crestview (CEW)	4/30/12	:48	1	102727:34	17754	87314	13483	83167	13047	17546	17546

ESN 724141 removed from the No. 1 position on May 3, 2012 and shipped back to VQQ
ESN 724173 removed from the No. 2 position on May 3, 2012 and shipped back to VQQ

Digitally signed by Steve
Weisberg
DN: cn=Steve Weisberg, o=Pro-
Tech Advisors, Inc., ou,
email=sweisberg@protechadvis
ors.com, c=US
Date: 2012.05.07 17:58:03
-04'00'

FLORIDA OFFICE
Port Orange, FL
904 756 6301 FAX 904 756 6302

MIDWEST OFFICE
Woodbridge, IA
712 647 1670 FAX 712 647 1673

WEST COAST OFFICE
Scottsdale, AZ
480 970 6486 FAX 480 970 6547