

The CFM56-2C3 Engine Serial Numbers: 693253, 692281, 693271 and 693294 installed on Aircraft S/N 46084 were operated and maintained by Saudi Arabian Airlines as part of The Royal Aircraft Fleet. These engines were not operated by a government or military agency and were not involved in any accidents, incidents or fires.


These engines were operated from May 13<sup>th</sup>, 1986 through October 15<sup>th</sup>, 1996 when the aircraft was last flown to Dallas Love Field.

These engines were received with the following times and cycles:

ESN	Total Hours	Total Cycles
693253	504:23	247
692281	504:23	247
693271	504:23	247
693294	271:45	109

The Final times and Cycles at the delivery time in Dallas were:

ESN	Total Hours	Total Cycles
693253	2877	1230
692281	2834	1099
693271	2601	1054
693294	2709	1104

 for

Abdulrahman A. Altayeb  
Royal Aircraft Engineering  
Saudi Arabian Airlines  
Jeddah, Saudi Arabia



CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of August 15, 2006, by and between Compass Capital Corporation, a California corporation ("Consignor") and GA Telesis, LLC, a Florida limited liability company ("Consignee").

BACKGROUND

Consignor owns the inventory of parts specified in Schedule 1 removed from four (4) CFM56-2C3 engines m/s/n 693271, 693294, 692281 and 693253 without QEC (together, the "Parts"). All parts, components, equipment, material, assemblies, sub-assemblies, controls, equipment, materials and other elements of all kinds currently attached to, installed on, or incorporated, associated or delivered hereunder to Consignee with the Parts and all items taken in exchange therefore (but net of those Parts which are scrapped as hereinafter discussed) (together, the "Equipment"), shall be subject to this Agreement and referred to as the "Consigned Goods."

Consignee is in the business of marketing aircraft parts, components, and material substantially similar to the Consigned Goods, and Consignor would like to engage Consignee to manage, market, repair and dispose of the Consigned Goods in accordance with the terms and conditions of this Agreement.

AGREEMENT

A. Engagement; Sales.

1. Consignment. 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 its commercially reasonable best efforts in its performance hereunder, including the sale of the Consigned Goods at then current market terms and conditions. All Consigned Goods 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." Consignor will refer all inquiries for Consigned Goods to Consignee.

2. Delivery; Preliminary Scrapping. Consignee will take possession of all Parts at 5400 Northwest 35th Avenue, Prospect Park III, Building 16, Fort Lauderdale, FL (the "Consignee's Facility"). Consignor will deliver the Equipment to Consignee's Facility at Consignor's Expense. Upon delivery Consignee may scrap those Parts which Consignee believes are impractical to remarket and shall advise Consignor of those parts which are scrapped.

3. Tear-Down. [intentionally omitted]



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

Consignor:

COMPASS CAPITAL CORPORATION

By 

Title E.U.C.

Consignee:

GA TELESIS, L.L.C.

By GA Telesis Holdings, Inc., Manager

By 

Title **Abdul Moabery**  
**President & CEO**

Signatures

Consignment Agreement 4 CFM56-2C3



**TRISTAR SALES**

TRISTAR INTERNATIONAL SALES CO.  
AL-ANWAE BUILDING - OLAYA MAIN ROAD  
P.O. BOX-1955  
RIYADH - 11441, SAUDI ARABIA

Tel: (1) 465 0909  
Fax: (1) 465 3696

Tristar International Sales Co.  
("Seller")

and

PSG Industries  
("Buyer")

**AIRCRAFT ENGINE BILL OF SALE**

**KNOWN ALL MEN BY THESE PRESENTS:**

THAT TRISTAR INTERNATIONAL SALES Co. a Saudi Arabia corporation having its principal place of business at Al-Anwa Building - Olaya Main road, P.O.Box-1955, Riyadh - 11441, Saudi Arabia ("Seller"), in consideration of the sum of ~~One million~~ One million US Dollars paid by PSG Industries, a Texas corporation having its principal place of business at 906 Fountain Parkway, Grand Prairie TX 75030 ("Buyer"), the receipt and sufficiency of which is hereby acknowledged by Seller, has granted, exchange, sold, conveyed, transferred and delivered and does by these presents hereby grant, exchange, sell, convey, transfer, deliver and set over unto Buyer the following described property, with all rights and privileges of ownership thereto:

Four (4) used CFM International model CFM56-2C3 aircraft engines bearing the manufacturer's serial numbers 693271, 693294, 692281 and 693253 in "AS-IS, WHERE-IS" and "WITH ALL FAULTS" condition and in bare engine configuration, excluding nose cowl, thrust reverser, and engine shipping stand and including all available operating, repair, and maintenance records pertaining to the engine (the "Property").

**TO HAVE AND TO HOLD** the same unto Buyer, its successors and assigns forever. The undersigned covenants and agrees with Buyer to warrant and defend the title to the Property hereby sold to Buyer, its successors and assigns, against the lawful claims of all persons whomsoever, and further warrants that the Property is free from any and all liens, claims, or encumbrances whatsoever.





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Except as set forth above, THE PROPERTY IS SOLD TO BUYER "AS IS, WHERE IS" AND "WITH ALL FAULTS". SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, AND NO REPRESENTATION OR AFFIRMATION OF FACT IS MADE, WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY BUYER AS A RESULT OF SALE OF THE PROPERTY TO BUYER.

IN WITNESS WHEREOF, this Bill of Sale has been executed on behalf of Seller by its authorized representative this 20 day of October 2003, at Riyadh - Saudi Arabia.

TRISTAR INTERNATIONAL SALES Co.

By: 

Name: Abdul Aziz Bin Ibrahim Al Ibrahim

Title: Sole Director



EXHIBIT "A"

to that certain  
Aircraft Engine Sale Agreement  
between

PSG INDUSTRIES, INC.  
("Seller")

and

COMPASS CAPITAL CORPORATION  
("Buyer")

**AIRCRAFT ENGINE BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT PSG INDUSTRIES, INC, a Texas corporation having its principal place of business at 906 Fountain Parkway, Grand Prairie, Texas 75050 ("Seller"), in consideration of the sum of Ten Dollars and other valuable consideration in hand paid by Compass Capital Corporation, a California corporation having its principal place of business at 750 Battery Street, Suite 430 San Francisco, California 94111 ("Buyer"), the receipt and sufficiency of which is hereby acknowledged by Seller, has granted, exchange, sold, conveyed, transferred and delivered and does by these presents hereby grant, exchange, sell, convey, transfer, deliver and set over unto Buyer the following described property, with all rights and privileges of ownership thereto:

Four (4) used CFM International model CFM56-2C3 aircraft engines bearing the manufacturer's serial numbers 693271, 693294, 692281 and 693253 in "AS-IS, WHERE-IS" and "WITH ALL FAULTS" condition and in bare engine configuration, excluding QECs, nose cowl, thrust reversers, and engine shipping stands and including all available operating, repair, and maintenance records pertaining to each engine (the "Property").

**TO HAVE AND TO HOLD** the same unto Buyer, its successors and assigns forever. The undersigned covenants and agrees with Buyer to warrant and defend the title to the Property hereby sold to Buyer, its successors and assigns, against the lawful claims of all persons whomsoever, and further warrants that the Property is free from any and all liens, claims, or encumbrances whatsoever.



Except as set forth above, THE PROPERTY IS SOLD TO BUYER "AS IS, WHERE-IS" AND "WITH ALL FAULTS". SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, AND NO REPRESENTATION OR AFFIRMATION OF FACT IS MADE, WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY BUYER AS A RESULT OF SALE OF THE PROPERTY TO BUYER.

IN WITNESS WHEREOF, this Bill of Sale has been executed by Seller by its authorized representative this 10 day of October 2003, at 4:45 pm.

PSG INDUSTRIES, INC.

By: [Signature]

Name: Karl Drusch

Title: President

STATE OF TEXAS

This instrument was acknowledged before me on the 10 day of October, 2003,  
by Karl Drusch, an officer of PSG Industries Inc., on behalf of said  
corporation



[Signature]

Notary Public for and in the State of Texas