

## CONSIGNMENT AGREEMENT

**THIS CONSIGNMENT AGREEMENT** (the "Agreement") made as of February/5, 2006 between **GA TELESIS TURBINE TECHNOLOGIES, LLC.**, a Florida limited liability company, with its principal place of business at 5400 Northwest 35<sup>th</sup> 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 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**

**OWNER** 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.

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

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

By: GA TELESIS TURBINE TECHNOLOGIES, LLC

By: 

Its: **Abdol Moabery**  
**President & CEO**

**BROADWAY ON LEX TRADING LIMITED**

By: BROADWAY ON LEX II LIMITED

Its: Director

By: 

Name: Abdol Moabery


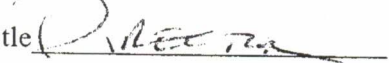

Title: Director

ATTACHMENT A  
TO CONSIGNMENT AGREEMENT

Equipment Schedule

Broadway on Lex Trading Ltd – GAT Equipment Schedule No. 1  
Dated as of 15 February 2006

Description of Equipment (attach details as necessary):

<p>Consignor: BROADWAY ON LEX TRADING LTD. By: Broadway on Lex II Limited, Director</p> <p>By: </p> <p>Title: </p>	<p>Consignee: GA            TELESIS            TURBINE TECHNOLOGIES, LLC By GA Teles Holdings, Inc., Manager</p> <p>By: </p> <p>Title: <b>Abdul Moabery</b> <b>President &amp; CEO</b></p>
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Schedule 1 to  
Broadway on Lex Trading Ltd – GAT Consignment Agreement  
Equipment Schedule No. 2

Engine Manufacturer	Engine Model	Engine Serial Number	Engine Condition
CFM International	CFM56-2C1	693208	
CFM International	CFM56-2C1	693378	
CFM International	CFM56-2C1	692136	
CFM International	CFM56-2C1	692140	

Airframe Manufacturer	Airframe Model	Airframe Serial Number
Douglas DC-8-71F	DC-8-71F	45970

**BILL OF SALE**  
**(Engine Serial Number 693378)**

**KNOW ALL MEN BY THESE PRESENTS:**

GA Telesis Turbine Technologies, LLC ("**Seller**"), a Florida limited liability company, is the owner of the full legal and beneficial title to that certain CFM International CFM56-2C1 Engine bearing Serial Number 693378.

That for and in consideration of the sum of \$10.00 and other good and valuable consideration, Seller does this 15<sup>th</sup> day of February, 2006, grant, convey, transfer, bargain and sell, deliver and set over, at Fort Lauderdale, Florida, pursuant and subject to the terms and conditions hereof, all of Seller's right, title and interest in and to the above described engine unto Broadway on Lex Trading Limited, a British Virgin Islands Limited Company ("**Buyer**"), and unto its successors and assigns forever.

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 engine free and clear of all liens, encumbrances and rights of others, and that Seller will warrant and defend such title forever against all claims and demands whatsoever, excepting only any liens, encumbrances or other rights arising out of or through acts or omissions of Buyer its successors or assigns.


EXCEPT AS PROVIDED HEREIN, THE ENGINE IS BEING CONVEYED ON AN "AS-IS, WHERE-IS" BASIS. THE WARRANTIES EXPRESSLY MADE HEREIN ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED.

This Bill of Sale is governed by the laws of the State of New York.

\* \* \*

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized representatives and its seal to be affixed this 15<sup>th</sup> day of February, 2006.

**GA TELESIS TURBINE  
TECHNOLOGIES, LLC**

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

**Abdol Moabery  
President & CEO**



BILL OF SALE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Airplanes Finance Limited ("**Seller**"), owner of the aircraft, engines, equipment and documents described below (hereinafter referred to as the "**Aircraft**");

- DC8-71 Fx1 aircraft bearing manufacturer's serial number 45970 and Brazilian Registration Mark PR-GPT;
- CMF56-2C1 engines bearing manufacturer's serial numbers 692140, 692136, 693378 & 693208
- all equipment, accessories and parts belonging to, installed in or appurtenant to such aircraft or engines, to the extent that title thereto has been vested in Seller; and
- the Aircraft Documents,

does hereby sell, grant, transfer and deliver all its right, title and interest in and to the Aircraft, subject to Permitted Liens, to GA Telesis Turbine Technologies, LLC ("**Purchaser**") under an Aircraft Sale Terms Agreement dated December 27, 2005 between Seller and Purchaser (the "**Agreement**"), to have and to hold the Aircraft forever. Seller hereby warrants to Purchaser, and its successors and assigns, that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any Security Interests other than Permitted Liens.

The terms "Security Interests", "Permitted Liens" and "Aircraft Documents" are defined in the Agreement.

Except as otherwise provided herein or in the Agreement, the Aircraft is sold **AS IS** and **WHERE IS**.

IN WITNESS whereof, Seller has caused this Bill of Sale to be duly executed as of this 6<sup>th</sup> day of January 2006

Seller

EXECUTED as a DEED by Tom Kelly

acting by: a director (alternate)

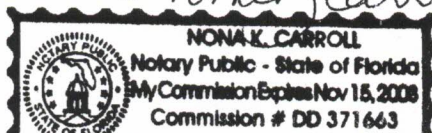
in the presence of: Susan Crampton

Purchaser

EXECUTED as a DEED by **Abdol Meabery**

acting by: **President & CEO**

in the presence of:



**EXECUTION COPY**

TO THE EXTENT THAT THIS AIRCRAFT LEASE AGREEMENT CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS AIRCRAFT LEASE AGREEMENT MAY BE CREATED THROUGH TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE COUNTERPART DESIGNATED AS THE ORIGINAL ON THE SIGNATURE PAGE OF THIS AGREEMENT BY LESSOR

**AIRCRAFT LEASE AGREEMENT**

**Dated as of September 2, 2003**

**between**

**AEROUSA, INC.**

**as Lessor**

**and**

**PROMODAL TRANSPORTES AEREOS LTDA.**

**as Lessee**

**in respect of Aircraft: McDonnell Douglas DC8-71F**

**Serial No: 45970**

\_\_\_\_\_  
incorporating the provisions of a  
**COMMON TERMS AGREEMENT**

**Dated as of September 2 2003**  
\_\_\_\_\_



## AIRCRAFT LEASE AGREEMENT

**THIS AIRCRAFT LEASE AGREEMENT** is made as of September 2, 2003, and is  
**BETWEEN:**

- (1) AEROUSSA, INC., a Connecticut corporation organized under the laws of the state of Connecticut in the United States of America, having its chief executive office and principal place of business at 100 NE 3<sup>rd</sup> Avenue, Suite 800, Fort Lauderdale - Florida 33301 ("Lessor"); and
- (2) PROMODAL TRANSPORTES AEREOS LTDA ("Lessee"), a company incorporated under the Laws of Brazil with its registered office at Avenida Miruna #168, Quarto Piso, São Paulo - SP 04084-000, Brazil WHEREAS:
  - (A) Lessee wishes to lease the Aircraft (as defined below) from Lessor, and Lessor wishes to lease the Aircraft to Lessee, on the terms and subject to the conditions provided herein;
  - (B) Airplanes Holdings Limited, an Affiliate of Lessor, and Lessee have entered into the Common Terms Agreement (as defined below) in respect of aircraft that may be leased from time to time by Lessee or one of its Affiliates from Lessor or one of its Affiliates; and
  - (C) Lessor and Lessee wish to incorporate by reference such Common Terms Agreement, as well as Schedules A and B attached hereto, into this Aircraft Lease Agreement for the Aircraft;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### 1. INTERPRETATION

- 1.1 **Definitions:** In this Aircraft Lease Agreement, the following capitalized words and expressions have the respective meanings set forth below:

**AD Compliance Period is not applicable for this Aircraft Lease Agreement**

**Aircraft** means the McDonnell Douglas DC8-71F aircraft having, at the date hereof, Manufacturer's serial number 45970 (which term includes, where the context admits, a separate reference to all Engines, Parts and Aircraft Documents and Records) with four (4) CFM56-2C1 Engines as more completely described on Schedule A hereto.

**Airframe Structural Check and Assumed Ratio** have the meanings specified in Schedule B.

IN WITNESS WHEREOF, the parties hereto have executed this Aircraft Lease Agreement, each by their duly authorized representative(s), as of the date shown at the beginning of this Aircraft Lease Agreement.

LESSOR:

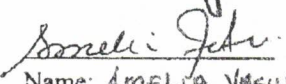
AEROUASA, INC.

By: 

Name: Adolpho Julio C. de Carvalho  
RG nº 13.565.284-4

Title:

Witnesses:

  
Name: AMELIA YASUKO TATAI  
ID: 5.086.090

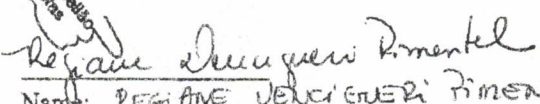
LESSEE:

PROMODAL TRANSPORTES AEREOS  
LTD.

By: 

Name:

Title:

  
Name: REGIANE VENCIGERI PIMENTEL  
ID: 14.413.272-2

30º Tabelião de Notas da Capital - Osvaldo Fernandes Testoni  
Av. Moema, 420 - Moema  
Fone / Fax: (011) 5081-1000  
RECONHECO, por semelhança, a(s) firma(s) de: ANTONIO AUGUSTO CONCETOS RORAI  
LEITE FILHO, REGIANE VENCIGERI PIMENTEL, as quais conferem com os dados  
necessários. São Paulo, 18 de setembro de 2003.  
Em testemunho da verdade.

Este documento para  
e para valer contra  
VERTIDO EM VERNACULO E REGISTRADO A  
TRADUÇÃO.

REGISTRO DE NOTAS  
D PALLO - CAPITAL  
Regiane Vencigeri Pimentel  
REGISTRO AUTORIZADO

8.º Cartório de Notas da Capital - SP - Tabelião Bel. Douglas Eduardo Dualibi  
Rua XV de Novembro, 193 - Centro - CEP 01013-001 - PABX: (11) 3241-0322 / Fax: (11) 3104-1252  
Reconheço por SEMELHANÇA a(s) firma(s) de: ADOLFO JULIO CARVALHO DE  
CARVALHO (42916); AMELIA YASUKO TATAI (201000)  
que conferem com os dados cadastrados neste cartório.  
Pago R\$7,00 EM TEST. DA VERDADE.  
São Paulo, 18 de setembro de 2003. Rec. semelhança com valor reconhecido  
Seq: 4937405730494051494949495556 Visto somente com o selo de autenticação

30º Tabelião de Notas da Capital - Osvaldo Fernandes Testoni  
Av. Moema, 420 - Moema  
Fone / Fax: (011) 5081-1000  
RECONHEÇO, por semelhança, a(s) firma(s) de: ADOLFO JULIO CARVALHO DE  
CARVALHO (42916); AMELIA YASUKO TATAI (201000)  
que conferem com os dados cadastrados neste cartório.  
Pago R\$7,00 EM TEST. DA VERDADE.  
São Paulo, 18 de setembro de 2003. Rec. semelhança com valor reconhecido  
Seq: 4937405730494051494949495556 Visto somente com o selo de autenticação

**SCHEDULE A**

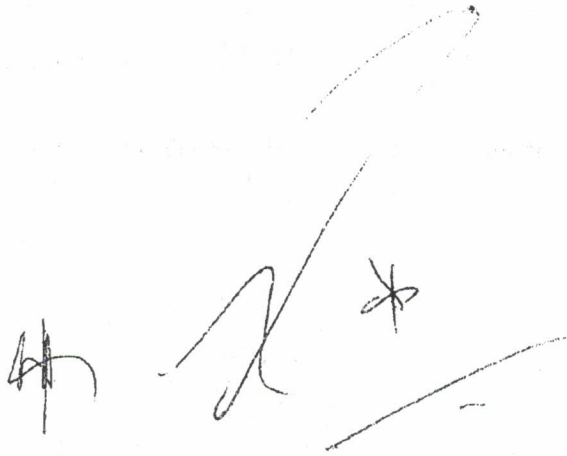
**PART I-AIRFRAME AND ENGINES DESCRIPTION**

**AIRCRAFT**

Manufacturer: McDonnell Douglas  
Model: DC8-71F  
Serial Number: 45970

**ENGINES** (each of which has 750 or more rated takeoff horsepower or the equivalent of such horsepower)

Engine Type: CFM56-2C1  
Serial Nos: 692140  
692136  
693378  
693208

Handwritten signatures and initials, including a large stylized signature and several smaller marks.

A-1

GA Telesis Turbine Technologies  
5400 Northwest 35<sup>th</sup> Avenue  
Fort Lauderdale, FL 33309

February 8, 2006

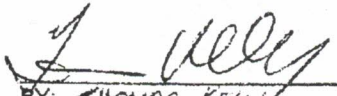
RE: One (1) McDonnell Douglas DC-8 aircraft bearing  
manufacturer's serial number 45970 (the "Aircraft")

Pursuant to your request, this letter is to confirm that AeroUSA, Inc., previous lessor of the above-referenced aircraft to Promodal Transportes Aereos Ltda., is an affiliate of Airplanes Finance Limited, previous owner of the above-referenced aircraft.

This letter in no way limits or modifies the provisions of the Sale Terms Agreement dated as of December 27, 2005 with respect to the Aircraft, including without limitation, Section 8 thereof, or of any of the related documents, such as bills of sale or acceptance certificates. Furthermore, this letter is for your benefit only and not for that of any other party. We shall neither have, not accept, any liability or obligation in connection with this letter.

Sincerely,

AIRPLANES FINANCE LIMITED


  
BY: THOMAS KELLY  
ITS: ATTORNEY-IN-FACT



To whom it may concern:

The Aircraft DC8-71F, serial number 45.970 with 4 CFM56-2 installed (Engine 1 S/N 692140, Engine 2 S/N 692136, Engine 3 693378 and Engine 4 S/N 693208) was delivered to Promodal from GECAS on November 2003 and operated by Promodal Transportes Aéreos to at Total Hours: 95398,2 Hs and Total Cycles: 36309.

This Aircraft not been involved in any Major Accident or Incident and has not been subjected to extreme heat or stress. The Aircraft DC8-71F, serial number 45.970 was not operated by or obtained from any Government or Military source.

  
(signature)

Name: Aloizio Sérgio N. Silva  
Title : Maintenance Director  
Date : April 10, 2004