

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of April 1, 2011, between Global Principal Finance Company, LLC, a Delaware limited liability company ("Consignor") and GA Telesis, LLC, a Delaware limited liability company ("Consignee").

BACKGROUND

Consignor is the owner of the equipment specified on Schedule A 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 Schedule A, 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 asset management 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.

AGREEMENT

A. Engagement; Sales.

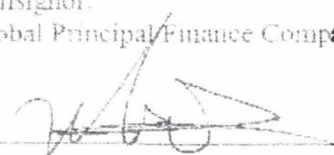
1. Sales. Consignor hereby engages Consignee on an exclusive basis to receive, maintain in inventory, market and sell the Consigned Goods in accordance with the terms and conditions of this Agreement. Consignee hereby accepts such engagement and agrees to use its commercially reasonable efforts in its 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".

2. Delivery; Receipt of Consigned Goods. Consignee will take possession of the Consigned Goods at 1850 NW 49th Street, Ft. Lauderdale, FL 33309 (the "Delivery Location") on one or more dates specified on Schedule A (each a "Delivery Date"). If the Equipment is located in any location other than the Delivery Location, Consignee will be responsible for arranging for shipment of the Consigned Goods from such then-current location to the Delivery Location as hereinafter specified at Consignee's sole cost and expense and shall be reimbursed pursuant to Section B. 2 herein. Consignee will provide a written receipt to Consignor for the Consigned Goods received at the Delivery

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

Consignor:

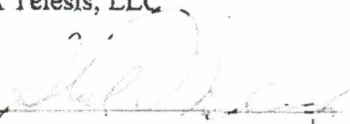
Global Principal Finance Company, LLC

By 

Title Marc Cho
Vice President

Consignee:

GA Telesis, LLC

By 

Title CEO

SCHEDULE A
TO CONSIGNMENT AGREEMENT
FORM OF EQUIPMENT SCHEDULE

<u>Engine Serial Number</u>	<u>Engine Model</u>	<u>Delivery Date:</u>
690140	CF6-80C2A2	February 1, 2011
695102	CF6-80C2A2	February 1, 2011



EXHIBIT 2
BILL OF SALE

The undersigned owner of the full legal and beneficial title of the Engines as further equipped with and described as follows:

Model: General Electric CF6-80C2A2
Serial Numbers: 695102 and 690140

including all appliances, equipment, components, parts, furnishings, instruments and accessories installed in and on such Engines on the Delivery Date together with the Engine Documents, certifies that same is not subject to mortgage or other encumbrances of any kind whatsoever and does hereby sell, grant, transfer and deliver all of its right, title and interest in and to such Engines unto:

GLOBAL PRINCIPAL FINANCE COMPANY, LLC

Seller hereby warrants to Buyer and its successors and assigns that immediately prior to the delivery of this Bill of Sale, Seller had good and marketable title and hereby transfers such title to the Engines free and clear of all security interests and lawful right to sell the same, and that there is hereby conveyed to Buyer on the date hereof, full legal title to the Engines free and clear of all security interests, and that Seller shall warrant and defend such title forever against all claims and demands whatsoever resulting from events occurring prior to the delivery of this Bill of Sale.

In testimony whereof we have set our hand this 1st day of October 2010

National Aviation Company of India Ltd

By [Signature]

Name & Title P. C. RAI

Director



21st May 2010

TO WHOMSOEVER IT MAY CONCERN

The CF6-80C2A2 Engine S/No.695-102, was operated by AIR-INDIA since birth. TSN/CSN as on date is 45270/17454.

During the time of operation with AIR-INDIA.

1. The engine was not involved in any incident/accident.
2. The subject engine was not obtained from or operated by any foreign or U.S. Government or Military Source and has not been subjected to severe stress or heat or immersed in salt water (As in a major engine failure, accident or fire).

(T.P.Khanna)
Dy. Quality Manager
Engine Overhaul Department

ओल्ड एअरपोर्ट, कालिना, सांताक्रुज (पूर्व), मुंबई - 400 029. इंडिया. फोन: 2626 5555
Old Airport, Kalina, Santacruz (East), Mumbai - 400 029. India. Tel.: 2626 5555

रजिस्टर्ड कार्यालय: नेशनल एविएशन कंपनी ऑफ इंडिया लि., एअरलाइन्स हाउस, 113, गुरुद्वारा रकाबगंज रोड, नई दिल्ली - 110 001. फोन: 2342 2000
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