

Court Ordered Judicial Sale

AIRCRAFT TO BE SOLD ABSOLUTE



1995 Dassault Falcon 900B SN 143

PH-LCG



Online Auction: December 6, 2013, 11:00 am to 3:00 pm.

Aircraft Inspection: December 2, 2013, 1:00 pm to 5:00 pm, Jet Aviation, 112 Charles A. Lindbergh Dr., Teterboro, NJ 07608 (Teterboro Airport) By Appointment Only. Call Tim Minoughan 908-208-0336

Aircraft Log Book Inspection: December 2 and 3, 2013, 9:00 am to 12:00noon, Sils Cummis & Gross P.C., One Riverfront Plaza, Newark, NJ 07102. By Appointment Only. Call Tim Minoughan 908-208-0336

Deposit: \$250,000 cashier's check payable to CWS Marketing Group, Due by COB December 5, 2013.

Final Payment Due: December 30, 2013

Buyer's Premium: 2.5% of sale price.

Broker Commission: 1.0% of sale price, Broker must qualify their client prior to auction via written agreement.



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1995 Dassault Falcon 900B | PH-LCG Serial Number 143

Contact: Tim Minoughan 908 208-0336
email: tminoughan@cwsams.com

Aircraft/Engine times and work completed were gathered from available log books. Last flight per flight log is dated September 13, 2011 destination Teterboro Airport, Teterboro, NJ. Aircraft has been at Jet Aviation since that time, no maintenance, stored outside.

AIRFRAME: TSN-7303.27, CSN 3005 as of September 2011

ENGINES: TFE731-5BR-1C per Inspection Report last MPI was completed (See below).

S/N P101243 - Scheduled 2500 hour MPI June 14, 2010 TSN: 6621.85, CSN: 2658
Time as of September 2011 - TSN: 7154.26, CSN: 2924
Report with log books.

S/N P101224 - Bird Strike/Early 2500 hour MPI approved August 2010 TSN: 6474.68, CSN: 2644
Time as of September 2011 - TSN: 6819.54, CSN: 2799
Report with log books.

S/N P101229 - Scheduled 2500 hour MPI August 14, 2010 TSN: 6717.52, CSN: 2711
Time as of September 2011 - TSN: 7062.44, CSN: 2866
Report with log books.

Inspection report from spring of 2013 is available for review on-line and with the Log book inspections.

APU: Installed November 2005, 2542 APU Hours, as of September 2011, 3661 APU Hours

Terms & Conditions – Online Auction - December 6, 2013 Dassault Falcon 900B, PH-LCG, Serial # 143 (Aircraft)

PLEASE NOTE All persons participating in this sale are responsible to read, understand, and comply with the terms of sale as specified herein to be bound thereby.

REGISTRATION Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and submit a bid deposit form prior to sale.

QUALIFYING BIDDERS To qualify to bid at the auction, bidders must complete a bidder registration form and a bid deposit form with a \$250,000.00 deposit in the form of a cashier's check payable to CWS Marketing Group.

CONDITION & DESCRIPTION The condition of the item being offered is considered USED and is being sold "AS IS WHERE IS" The buyer understands and agrees; (1) that any description furnished by CWS Marketing Group is derived from records and documents, that may be unverified as to accuracy, is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied; (2) that the Dassault Falcon 900B PH-LCG Serial # 143 is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS." CWS MARKETING GROUP MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION.

INSPECTION Bidders are urged to inspect aircraft and log books prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Aircraft and log books are available for inspection only at place and time specified by CWS Marketing Group, by appointment only. Absolutely no access to aircraft or log books is allowed without prior CWS Marketing Group's authorization.

BIDDING It is the bidder's responsibility to pay attention to items being offered for sale and to bid on items in which he/she is interested. Normally, items are sold in the sequence listed online. Lot numbers are for administrative purposes only and do not describe the merchandise. Lot numbers in photos do not often correspond to the actual numbered lot. Please reference the lot number assigned at the beginning of the lot description. CAUTION: Lot numbers identify a particular item or portion of items being sold. Bidders are responsible to ensure the online or announced description of any item they intend to purchase matches the merchandise on which he/she are bidding. Sale of merchandise will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or failure to inspect merchandise.

LIVE ONLINE BIDDING All online bidders must pre-register by clicking on the Register link. You will be prompted to review the Terms and Conditions of Sale and agree to said Terms in order to establish a user name and password. To complete the registration process, you must download the Bid Deposit Form and mail it with your \$250,000.00 cashier's check deposit. Make cashier's check payable to CWS Marketing Group. Deposit and bid form must arrive no later than 5:00 PM ET on December 5, 2013. Send to: CWS Marketing Group, 11091 Crooked Stick Lane, Carmel IN 46032, ATTN: Eric King Court Ordered Judicial Sale, Dassault Falcon 900B Auction. CWS Marketing Group recommends using an overnight delivery service in order to ensure your deposit arrives by the date and time indicated. You will be sent a confirming email with the link to the online auction site. Successful bidders will be notified via email of their status as the winning bidder and will be bound by the same payment terms as found in the "FINAL PAYMENT" paragraph below. NOTE: CWS Marketing Group accepts no responsibility for loss of connectivity, technical difficulties, or any other circumstances beyond our control. Unsuccessful bidders' deposits will be returned within five (5) business days via Federal Express or similar courier.

DEPOSIT A cashier's check deposit in the amount of \$250,000.00 is required to bid. Cashier's checks must be made payable to CWS Marketing Group and must be received by 5:00 ET on December 5, 2013. See "Live Online Bidding" above for further details.

BUYER'S PREMIUM A fee of 2.5% of the total sale amount will be charged to the buyer and paid to CWS Marketing Group.

AIRCRAFT BROKER COMMISSION CWS Marketing Group will pay a fee equal to 1% of the sale price to the qualifying aircraft broker who formally registers the successful bidder at the auction prior to December 5, 2013.

FINAL PAYMENT FORM Acceptable forms of final payment are cashier's check or bank wire U.S. funds only. Bank wires may only be used for final payment. Make cashier's checks payable to CWS Marketing Group. Cash, personal or business checks, certified checks, bank letters, debit cards or letters of credit are not accepted. See "Final Payment" below for any exceptions. (Note: Credit Cards will not be accepted.)

FINAL PAYMENT Final payment(s) must be made by 4:00PM ET on December 30, 2013. Bank wire or cashier's check may be used for final payment. Cashier's checks must be made payable to CWS Marketing Group and be sent to: CWS Marketing Group, 11091 Crooked Stick Lane, Carmel IN 46032, ATTN: Eric King, Court Ordered Judicial Sale, Dassault Falcon 900B Auction. NO EXTENSIONS FOR FINAL PAYMENT

REFUNDS CWS Marketing Group makes no refunds, adjustments, or returns. All purchases are final.

DEFAULT Failure to make required payments or merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the merchandise. Said merchandise shall revert and repossess to seller without further notice to the buyer and will result in any monies paid being forfeited and the transaction shall be null and void as to buyer.

COURT ORDERED JUDGMENT (Complete Judgment posted online and on Aircraft) The purchaser of the Aircraft at the Judicial Sale shall have possession of and title to the Aircraft free and clear of all liens, encumbrances and other liabilities upon payment or credit bid, except that the purchaser shall be solely responsible for payment and satisfaction of senior statutory liens, including under N.J.S.A. 2A:44-2, if any, against the Aircraft.

RESERVE CWS Marketing Group reserves the right to accept or reject any and all bids. Merchandise is offered subject to acceptance of the seller, unless the merchandise, in explicit terms, is offered without reserve. If reserve price is not achieved, the auctioneer may withdraw the merchandise at any time.

REMOVAL Merchandise must be paid in full before removal. Buyer must present a photo I.D. and sale documents provided by CWS at the time of property release. Should registered buyer wish to send an agent to pick up merchandise, buyer must prepare and sign an authorization letter identifying the agent to act on his/her behalf. Please Note the successful buyer will be responsible for all incurred fees while the aircraft has been stored at Jet Aviation prior to removal. Please contact Kevin Patterman at Kevin_patterman@jetaviation.com to get estimated and final cost for removal.

ADDITION OR DELETION FROM SALE CWS Marketing Group reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, and to group or subdivide lots.

DISPUTES & REBIDS The CWS Marketing Group Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

ANNOUNCEMENTS Announcements made during the auction process shall take precedence over previous information pertinent to that merchandise. Announcements do not alter in any way the basic terms and conditions of sale.