



## TOMAHAWK AERO SERVICES, LCC

200 Hoover Ave, Suite 2013, Las Vegas, NV 89101

Office: (360) 510-1139

### Exclusive Aircraft Consignment Marketing Agreement

**THIS AGREEMENT** is for professional services from Tomahawk Aero Services, LLC, a State of Washington LLC and State of Nevada registered LLC entity, and further acting as a Washington State Licensed Aircraft Dealer/Broker, (hereinafter referred to as “the Broker”), whose principal address is 200 Hoover Avenue, Suite 2013, Las Vegas, NV 89183; with such professional services to be provided to **Thomas R Plehn, Trustee, Seller** (hereinafter referred to as “the Seller”), E-Mail: tpc170@aol.com, Phone: (702) 595-8019, with an FAA-registered address of **5308 Singing Hills Dr, Las Vegas, NV 89130-2033**, under which each party endeavors to sell the following described aircraft by through the exclusive actions of the Broker:

Yr/Make/Model: 1964 Beechcraft S35 Bonanza

Registration: N6855Q

Serial or Construction Number: D-7464

Initial Selling Price: \$239,500.00

**1. EXCLUSIVITY.** The Seller hereby grants the Broker the exclusive right to arrange a sale of the above referenced aircraft. The Seller agrees that this is an Exclusive Agreement, meaning that the Seller will not permit any company, agent, agency or other entity, or person, including him or herself, to co-list, list, advertise, preview, represent and/or sell or transact on the said aircraft during the agreed period of this consignment, without the Broker’s permission.

**2. CONSIGNMENT TERM.** The initial consignment under this agreement shall be for six months commencing on **Wednesday, February 11, 2026**, and ending on **Tuesday, August 11, 2026**. The Broker does not guarantee that the aircraft will be sold during the above period. If the aircraft does not sell within the time allotted, this agreement will automatically renew for up to three 30-day periods unless cancelled by either party. The Seller may also cancel this agreement at any time before the above-stated ending date, in writing for good cause, however, the Seller shall be liable for all advertising costs incurred by the Broker up to the point of cancellation. Furthermore, after the cancellation, if any sales lead generated by the Broker actually purchases the aircraft, the Broker shall be entitled to his full commission notwithstanding the cancellation.

**3. SELLING PRICE.** The Broker will make a good faith attempt to suggest a fair market selling price for this airplane and the Seller will grant his or her approval of the initial selling price before the listing is publicized. If it becomes necessary to reduce or increase the listed selling price for any reason, the Broker will have any changes in price approved by the Seller as well. However, the agreed initial selling price, listed above, will be used when initiating this listing.



**4. PAYMENT OF COMMISSION.** The Seller agrees to pay a commission to the Broker according to PART C hereof. This commission shall apply to any sale of the listed airplane during the time the Broker acts under this agreement, regardless of the origin of the Buyer, or at any time in the future after the agreement ends, if a Buyer generated by the Broker buys the airplane. The commission shall be paid in full to the Broker at the time the sale of the aircraft is finalized, either at close of escrow via wire transfer or directly to the Broker.

**5. SELLER'S WARRANTY.** The Seller warrants that there are no liens or encumbrances except as disclosed, including tax liens, against said aircraft except, as accrued but not yet payable. The Seller agrees to indemnify the Broker for any such lien currently due and payable, which has not been paid. In the event that any valid liens are discovered during the escrow process, the Seller agrees to purchase title insurance or to take steps needed with the escrow company to effectuate a cancellation of the active lien.

**6. BROKER'S EFFORTS.** The Broker agrees to use his market knowledge, the best industry trade practices, his highest professional ethics and his best sales and marketing efforts in procuring and securing a qualified purchaser for the aircraft. All advertising and marketing costs shall be entirely borne by the Broker except if the Seller cancels this contract prior to the term stated in paragraph 2 above, in which case, the Seller agrees to fully reimburse the Broker for such expenses. The Broker shall not incur, without the Seller's prior written consent, any expense pertaining to the aircraft which the broker anticipates Seller will reimburse.

**7. ESCROW & SALE DOCUMENTS.** The Broker prefers to use the services of aircraft escrow companies located in Oklahoma City, OK when the sale is closed. Typically, in any aircraft sale, the Seller will agree to pay half of the escrowing fees to the escrow agent at the time of closing, and the buyer agrees to pay the other half. Escrowing fees are usually \$300 or less per side. The Broker shall furnish a written purchase and sale contract together with all necessary FAA paperwork to complete the sale. The Seller shall, at the appropriate time, review, sign, and complete all documents and send them to the escrowing agent to permit the sale to close and the ownership to transfer to any buyer of the said aircraft.

**8. ACCESS TO AIRPLANE AND LOGBOOKS.** The Seller hereby grants access to the Broker of the Seller's airplane for the purposes of demonstrations, including but not limited to the making and reproduction of photographic images of the said airplane; static ground tours of the airplane, and offering and conducting demonstration flights in the aircraft. Any demonstration flight will be completed only after the approval and qualification process of the prospective buyer in accordance with FAA regulations and flight standards by the Broker. All costs for conducting demonstration flights shall be the responsibility of the Seller. The Seller reserves the right to limit or deny any request for demonstration flight. The Seller will also provide full access to all aircraft logs, FAA STC modification forms, work orders, annual inspection reports, owner's manuals, and equipment belonging to the airplane so they may be used by the Broker to properly market the aircraft.

**9. AIRCRAFT PREBUY INSPECTIONS.** After an offer for purchase has been made and has been made known to and accepted by the Seller, the Seller shall at an appropriate time, permit agents of qualified prospective buyers to inspect the aircraft, to include reviews of the airframe,



powerplant, avionics, and logbooks belonging to the aircraft. All pre-buy inspections shall be conducted at the expense of the prospective Buyer.

**10. AIRCRAFT MAINTENANCE.** The Seller agrees to keep the aircraft in an airworthy and well-maintained condition throughout the period of this consignment agreement. All maintenance and repair of the aircraft shall be made at the sole expense of the Seller. If an annual inspection becomes due or if any maintenance or repair work becomes necessary during the consignment period, the Broker will seek permission and direction from the Seller to complete the necessary repairs. The Seller's failure to properly maintain the aircraft or keep it up to date in the aircraft's annual inspection will qualify as a *defacto* cancellation by the Seller, and the Broker will be intitled to receive reimbursement for all advertising expenses and costs.

**11. AIRCRAFT LOCATION.** The Seller agrees that it is more advantageous to have the aircraft sold in the Las Vegas regional marketing area. The Seller will provide a tie down space and/or hangar at North Las Vegas Airport (KVGT) for the Seller's aircraft, during the period of marketing stated herein. The Broker may also elect, from time to time, to park the aircraft outside of the hangar on a tie down at the airport with "for sale" tags on the prop to increase local exposure of the airplane. If the Seller elects to keep the aircraft at another location or at its original location, the Seller will be responsible for conducting showings and demonstrations of the aircraft when asked to do so by the Broker.

**12. INSURANCE & HOLD HARMLESS.** The Seller agrees to maintain hull insurance on said aircraft during the stated consignment period until transfer of the registration out of Seller's name has occurred by legal filing of the FAA Bill of Sale and Registration Application. The Broker shall not permit any pilot to operate the Seller's aircraft or who is not covered under the Seller's open pilot insurance coverage or who has no independent source of hull coverage for up to the purchase price. The Seller shall hold the Broker harmless for any damage to the aircraft or claims made by any party or entity during the marketing period.

**13. USE OF LISTING AFTER THE SALE.** If the Broker is successful in selling the Seller's aircraft, the Seller consents to having the aircraft remain listed on the Broker's website and promotional materials as an aircraft that the Broker has sold.


**14. DISPUTE RESOLUTION.** This agreement shall be interpreted under the provisions of Nevada State law. Each party to any dispute arising under this agreement shall carry their own costs of legal representation no matter what the outcome may ultimately be.

**15. ENTIRETY OF AGREEMENT.** This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes any prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendments of this agreement shall be binding unless it is executed in writing by each of the parties. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.



**PART A: Approval by the Seller:**

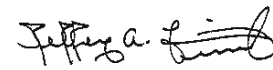
The foregoing agreement was reviewed and is hereby entered into by the Seller:

  
Thomas R. Plehn (Feb 12, 2026 13:06:26 PST)  
Thomas R. Plehn, Trustee, Seller  
tpc170@aol.com

Date: 02/12/2026

**PART B: Approval by the Broker:**

The foregoing agreement was reviewed and is hereby entered into by the Broker, TOMAHWAK AERO SERVICES, LLC.

  
Jeffrey A. Lustick, Manager  
Tomahawk Aero Services, LLC  
[Jeff@Lustick.com](mailto:Jeff@Lustick.com)

Date: 02/11/2026

**PART C: Tomahawk Aero Services, LLC Consignment Rate**

As agree in paragraph 4 of this agreement stated above, the formula used for determining Broker's commission for the sale of this aircraft shall be as follows:

**The reduced commission rate of 7.75% of the final selling price payable to Tomahawk Aero Services, LLC, at the time when the sale closes.**

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAG-DLdCRFBSeouGI0OJZgJRR05wY-XITd












# Consignment Agreement - N6855Q

Final Audit Report

2026-02-12

Created:	2026-02-11
By:	Jeffrey Lustick (Jeff@Lustick.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg-DLdCRFBSeouGI0OJZgJRR05wY-XITd

## "Consignment Agreement - N6855Q" History

-  Document created by Jeffrey Lustick (Jeff@Lustick.com)  
2026-02-11 - 4:33:25 AM GMT- IP address: 75.163.2.106
-  Document emailed to Thomas Plehn (tpc170@aol.com) for signature  
2026-02-11 - 4:33:30 AM GMT
-  Document emailed to Jeffrey Lustick (Jeff@Lustick.com) for signature  
2026-02-11 - 4:33:30 AM GMT
-  Email viewed by Thomas Plehn (tpc170@aol.com)  
2026-02-11 - 5:00:42 AM GMT- IP address: 146.75.146.0
-  Email viewed by Jeffrey Lustick (Jeff@Lustick.com)  
2026-02-12 - 4:36:18 AM GMT- IP address: 146.75.146.0
-  Document e-signed by Jeffrey Lustick (Jeff@Lustick.com)  
Signature Date: 2026-02-12 - 4:36:43 AM GMT - Time Source: server- IP address: 75.163.2.106
-  Email viewed by Thomas Plehn (tpc170@aol.com)  
2026-02-12 - 5:13:20 AM GMT- IP address: 104.28.85.128
-  Document e-signed by Thomas Plehn (tpc170@aol.com)  
Signature Date: 2026-02-12 - 9:06:26 PM GMT - Time Source: server- IP address: 104.28.124.77
-  Agreement completed.  
2026-02-12 - 9:06:26 PM GMT