

CONSIGNMENT AGREEMENT

This Consignment Agreement (this “**Agreement**”) is dated as of May 20, 2010, between Wilmington Trust Company, not in its individual capacity, but solely as owner trustee (“**Consignor**”) and GA Telesis, LLC, a Delaware limited liability company (“**Consignee**”).

BACKGROUND

Consignor is the owner of the airframes and engines specified on Schedule A, as amended from time to time (the “**Airframe(s)**” or the “**Engines**”, as applicable) including those parts and components thereof which are specified in any component list attached thereto (each Airframe and the Engines delivered therewith collectively shall be referred to as the “**Aircraft**”). Except as otherwise expressly specified on Schedule A, each Airframe, each Engine and all parts, components, equipment, material, assemblies, sub-assemblies, avionics, instruments, controls, interior fixtures, equipment, materials and other elements of all kinds currently attached to, installed on, or incorporated, associated or delivered hereunder to Consignee therewith (“**Parts**”) and all records in Consignor’s possession related thereto and items taken in exchange therefor, shall be subject to this Agreement and referred to as the “**Consigned Goods**.”

Consignee is in the business of 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

Section 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 best 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. Consignee will take possession of the Consigned Goods at 5400 NW 35th Ave., Ft. Lauderdale, FL 33309 (the “**Delivery Location**”) or such other location as may be mutually agreed between Consignor and Consignee on one or more dates specified on Schedule A (each a “**Delivery Date**”). If the Delivery Location is other than the Consignee’s Facility (as specified in Section A.4 hereof), Consignee will be responsible for arranging for shipment of the Consigned Goods from the Delivery Location to Consignee’s Facility as hereinafter specified at Consignee’s sole cost and expense and shall be reimbursed pursuant to Section B.2 herein. Notwithstanding anything to the contrary contained in this Agreement, for purposes of the Uniform Commercial Code as in effect in any relevant jurisdiction, none of the Consigned Goods shall be deemed to be in the possession of Consignee until such goods are

[Consignment Agreement]

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

Consignor:

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
owner trustee

By 

Title

Adam Vogelsong
Senior Financial Services Officer

Consignee:

GA TELESIS, LLC

By _____

Title

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

Consignor:

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
owner trustee

By _____
Title

Consignee:

GA TELESIS, LLC

By _____
Title

Andrew Toutt
Executive Vice President

SCHEDULE A
TO CONSIGNMENT AGREEMENT

1. One (1) Pratt & Whitney JT8D-217C engine with serial number
2. One (1) Pratt & Whitney JT8D-217C engine with serial number

NINETEENTH SUPPLEMENT TO SCHEDULE A TO CONSIGNMENT AGREEMENT dated as of December 2, 2014 (this "**Supplement**") of **GA TELESIS, LLC** ("**GAT**") and **WILMINGTON TRUST COMPANY**, not in its individual capacity, but solely as owner trustee ("**WTC**")

W I T N E S S E T H:

WHEREAS, the Consignment Agreement dated as of May 20, 2010 (as amended, supplemented or modified from time to time, the "**Consignment Agreement**") among GAT and Wilmington Trust Company, not in its individual capacity but solely as owner trustee, provides for amendments to Schedule A thereto from time to time which shall particularly describe the Consigned Goods (such term and other defined terms in the Consignment Agreement being herein used with the same meanings) added to Consignment Agreement from time to time.

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. Supplement to Consignment Agreement. (a) GAT and WTC agree that Schedule A to the Consignment Agreement is hereby supplemented to include the assets listed in Annex A hereto (the "**Supplemental Assets**").

(b) GAT and WTC further agree that the Consignment Agreement is amended, solely with respect to the Supplemental Assets, such that (i) the economic terms set forth in Annex B hereto apply to the Supplemental Assets and shall replace the "Sales Commissions" set forth in Section B.3 of the Consignment Agreement and (ii) in the event of a discrepancy between the Consignment Agreement and Annex B hereof, Annex B shall be controlling.

Section 2. Miscellaneous.

(a) This Supplement shall be construed as supplemental to the Consignment Agreement and shall form a part thereof, and the Consignment Agreement is hereby incorporated by reference herein.

(b) This Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(c) Effective as of the date hereof, all references in the Consignment Agreement to the "Agreement" shall be deemed to refer to the Consignment Agreement as amended by this Supplement, and the parties hereto confirm their respective obligations thereunder. Except as otherwise specified in this Supplement, the Consignment Agreement is hereby ratified by the parties hereto and shall remain in all respects unchanged and in full force and effect.

(d) This Supplement is being delivered in the State of New York.

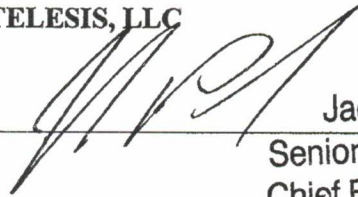
* * *

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

GA TELESIS, LLC

By: _____

Its: _____



Jack Portlock

Senior Vice President
Chief Financial Officer

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as owner
trustee

By: _____

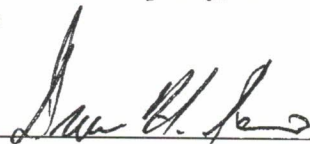
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

GA TELESIS, LLC

By: _____
Its:

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as owner
trustee

By:  _____
Its:

Drew H. Davis
Assistant Vice President

ANNEX A

Consigned Goods Added to Schedule A to the Consignment Agreement

One (1) Boeing model 767-223 aircraft bearing manufacturer's serial number REDACTED and U.S. Registration Number REDACTED, together with two (2) General Electric model CF6-80A engines with manufacturer's serial numbers 580155 and REDACTED

WARRANTY BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

THAT AMERICAN AIRLINES, INC. ("*SELLER*"), a Delaware corporation, whose address is P.O. Box 619616, Dallas/Fort Worth Airport, Texas 75261 - 9616, is the owner of the full legal and beneficial title to that certain GE model CF6-80A2 engine bearing Manufacturer's Serial No. 580155 and that certain GE model CF6-80A engine bearing Manufacturer's Serial No. REDAC together with all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment or property incorporated in, installed in or on or attached to such engines (collectively, the "*Engines*").

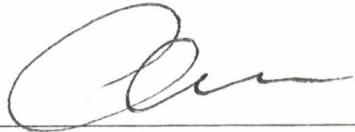
THAT for and in consideration of the sum of \$10.00 and other valuable consideration SELLER does this 23rd day of April, 2014, grant, convey, transfer, bargain and sell, deliver and set over to WILMINGTON TRUST COMPANY, a Delaware trust company whose address is Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, not in its individual capacity but solely as owner trustee ("*BUYER*"), under that certain Trust Agreement, dated as of October 15, 1986, between BUYER and OWNER PARTICIPANT (as defined in the Lease as defined below), as amended, supplemented or otherwise modified prior to the date hereof, all of SELLER'S right, title and interest in and to the Engines.

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 Engines, free and clear of all right, title and interest of SELLER and of liens, encumbrances and rights of others, other than any Lessor's Liens (as defined in that certain Lease Agreement, dated as of October 15, 1986, between SELLER and BUYER, as amended by that certain Lease Amendment (N323AA), dated as of February 6, 2013, between SELLER and BUYER (as otherwise amended, supplemented or modified prior to the date hereof, the "*Lease*")) relating to the Engines or other Liens (as defined in the Lease) granted or created BUYER or OWNER PARTICIPANT, and that it will warrant and defend such title forever against all claims and demands whatsoever.

THIS BILL OF SALE IS DELIVERED BY SELLER TO BUYER IN NEW YORK, NEW YORK, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, SELLER has caused this instrument to be executed in its name by a duly authorized officer this 23rd day of April, 2014.

AMERICAN AIRLINES, INC.

By: 

Name: Fred Swanevelt

Title: Senior Manager – Fleet Transactions

LEASE TERMINATION – MSN 22324

The undersigned hereby certify and acknowledge that the Lease Agreement, dated as of October 15, 1986, between Wilmington Trust Company, as owner trustee, as lessor ("Lessor"), and American Airlines, Inc., as lessee ("Lessee"), as amended by that certain Lease Amendment (N323AA), dated as of February 6, 2013, between Lessor and Lessee, as further described on the attached Appendix (as the same has been amended, supplemented and/or assigned as of the date hereof, the "Lease"), has been terminated and that the one (1) Boeing model 767-223 (Boeing 767-200) airframe bearing manufacturer's serial number 22324 and U.S. Registration No. N323AA (the "Airframe") and two (2) General Electric model CF6-80A engines bearing manufacturer's serial numbers 580299 and 580301 covered thereby are no longer subject to the terms and provisions thereof.

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this 23rd day of April, 2014.

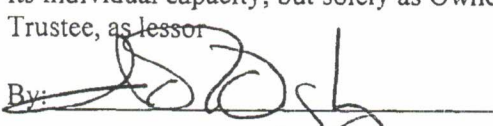
[signature pages follow]

Lease Termination – MSN 22324

**CERTIFIED COPY
TO BE RECORDED**



WILMINGTON TRUST COMPANY, not in
its individual capacity, but solely as Owner
Trustee, as lessor

By: 

Name: Adam R. Vogelsong
Vice President

Title: _____

Lease Termination

AMERICAN AIRLINES, INC.

By: 
Name: Jay W. Hancock
Title: Managing Director – Fleet

Lease Termination

APPENDIX

Description of Lease

Lease Agreement dated as of October 15, 1986 between Wilmington Trust Company, as owner trustee, as lessor, and American Airlines, Inc., as lessee, which was recorded by the Federal Aviation Administration on November 19, 1986 and assigned Conveyance No. B70811, as supplemented and amended by the following described instruments:

<u>Instrument</u>	<u>Date of Instrument</u>	<u>FAA Recording Date</u>	<u>FAA Conveyance No.</u>
Lease Supplement No. 1	10/21/86	11/19/86	B70811
Lease Supplement No. 2	03/01/02	03/15/02	C42702
Amendment to Correct Lease Supplement No. 2	as of 03/01/02	08/27/04	Z003592
Lease Extension and Amendment Agreement	as of 09/15/10	10/04/10	JB003023
Lease Amendment (N323AA)	as of 02/06/13	02/14/13	SD002648

March 18, 2014

Subject: Non-Incident Statement

Engine 580155

TT: 84209:11

TC: 18047

American Airlines certifies that to its knowledge based solely on certain documentation in American Airlines possession or control as of March 18, 2014, with respect to the abovementioned Engine, we find that the Engine has not been subject to classification under Paragraph 8 (c) of FAA Advisory Circular 20-62E (dated 12/23/2010).

This letter does not relieve the recipient of its obligation to review all records provided by American Airlines, with respect to the Engine, or of its obligation to make its own independent determination of the quality, eligibility, and traceability of the parts installed and/or attached to this Engine.



Paul Bahle
Manager Asset Disposition
American Airlines