

American Airlines®

MAINTENANCE AND ENGINEERING CENTER

TO WHOM IT MAY CONCERN

Subject: Non-Incident Letter

80C2 A5

ESN 690248

To the knowledge of the undersigned, research using the NTSB, FAA and historical documents has determined the above mentioned engine was produced under an FAA approved production system; has been maintained in accordance with a 121 Carrier operator's manual while in American Airlines custody; and was found clear of any history of accidents, or significant structural damage while in operation at American Airlines; and has never been subjected to military or government operations.



Mark Cantrell
American Airlines
Mgr. Quality Assurance

OCT 21 2018

Date

**PARTS CONSIGNMENT AND ENGINE LEASE MANAGEMENT
AGREEMENT**

BY AND BETWEEN

SASOF TR-02, LLC

(“OWNER”)

AND

GA TELESIS, LLC

(“CONSIGNEE”)

PARTS CONSIGNMENT AND ENGINE MANAGEMENT AGREEMENT

THIS PARTS CONSIGNMENT AND ENGINE MANAGEMENT AGREEMENT (this "**Agreement**") is made as of the 1st day of October, 2010 (the "**Effective Date**"), by and between **SASOF TR-02, LLC**, having its principal place of business at 848 Brickell Ave, Suite 500, Miami, Florida 33131 (hereinafter referred to as "**OWNER**"), and **GA TELESIS, LLC**, having its principal place of business at 5400 NW 35th Avenue, Ft. Lauderdale, Florida 33309 (hereinafter referred to as "**CONSIGNEE**"). **OWNER** and **CONSIGNEE** are collectively the "**Parties**" and each is individually a "**Party**" to this Agreement.

PREAMBLE

WHEREAS:

(a) **OWNER** is (or will be) the owner of certain Aircraft, Engines and Parts specified on one or more Schedules substantially in the form of Attachment A hereto (each such schedule, a "**Schedule**" and together the "**Schedules**") and desires to offer the Aircraft, Engines and Parts for sale and dismantling for parts for further marketing and selling; and

(b) **CONSIGNEE** is in the business of marketing aircraft, aircraft engines, selling and repairing aircraft parts and components;

(c) **OWNER** is desirous of appointing **CONSIGNEE** as the exclusive **CONSIGNEE** to arrange for the disassembly and sale of the Equipment as defined below;

(d) **OWNER** is also desirous of appointing **CONSIGNEE** as a non-exclusive lease manager to arrange for lease of the Engines on certain conditions; and

(e) **CONSIGNEE** has represented to **OWNER** that it has the staff, facilities and financial security to carry out its proposed obligations as set out below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, **OWNER** and **CONSIGNEE** hereto hereby agree as follows:

1. DEFINITIONS

Any law, regulation or act defined in this Agreement shall include each amendment, modification and supplement thereto.

"**Additional Insureds**" has the meaning set forth in Section 7.1.


"**Agreed Value**" means that value for the Equipment as determined by **OWNER** for insurance purposes, as described on the applicable Schedule.

"**Agreement**" means this Agreement and any exhibits and/or amendments attached hereto.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-02, LLC

GA TELESIS, LLC

By: 
Name: **Robert G. Korn**
Title: **Manager**


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-02, LLC

By: _____
Name:
Title:

GA TELESIS, LLC

By: 
Name: **Andrew Toutt**
Title: **Executive Vice President**

SASOF TR-02, LLC – GAT Equipment Schedule No. 6

Dated as of May 10, 2012 Time: 4:00 p.m. EST

This is to confirm that, at the date and time set forth above, SASOF TR-02, LLC (“**Owner**”) has delivered, and GA TELESIS, LLC (“**Consignee**”) has accepted, possession and control of the following:

The parts inventory list attached as Attachment 1 from one General Electric CF6-80C2B engine bearing manufacturer’s serial number 690248, in accordance with the terms of the Consignment Agreement between Consignee and Owner dated as of October 1, 2010 (the “**Agreement**”).

Owner and Consignee acknowledge that the Agreed Value for purposes of the Agreement for the engine parts described above shall be [REDACTED]

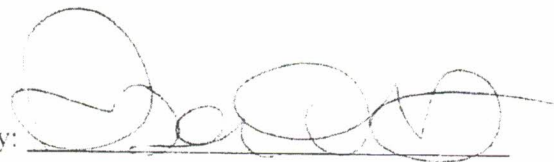
Owner
SASOF TR-02, LLC
by: Apollo Aviation Fund Management, LLC
Its Manager

By: 

Name: Robert Korn

Title: President

Consignee
GA TELESIS, LLC

By: 

Name: Andrew Toutt

Title: Executive Vice President

BILL OF SALE

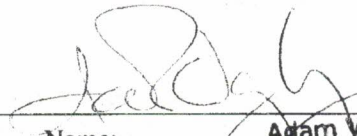
KNOW ALL MEN BY THESE PRESENTS, that Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee ("*Seller*"), pursuant and subject to that certain Trust Agreement [1988 Trust AA-G], dated as of September 1, 1988 (the "Trust Agreement"), by and between SASOF TR-02, LLC (as successor Owner Participant) ("Owner Participant") and Wilmington Trust Company, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for itself and its successors and assigns, does hereby sell, transfer, convey and deliver to the Owner Participant, (the "*Purchaser*"), all of Seller's right, title and interest in and to those certain General Electric model CF6-80C2A5 engines bearing manufacturer's serial numbers 690243 and 690248 (the "*Engines*").

THE ENGINES ARE SOLD "AS IS" AND WHEREVER NOW LOCATED WITHOUT ANY WARRANTY EXPRESS OR IMPLIED. SELLER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY, DESCRIPTION, DURABILITY, OR SUITABILITY OF THE ENGINES IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF PURCHASER, except that the Engines are free and clear of all claims, liens, security interests and other encumbrances by or in favor of any person claiming by, through or under Seller.

This Bill of Sale shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York without regard to conflict-of-laws principles including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Seller has caused the undersigned duly authorized signatory to execute this Bill of Sale this 21st day of December, 2010.

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

By: 
Name: Adam Vogelsong
Title: Senior Financial Services Officer

PARTIAL LEASE TERMINATION – MSN 466

The undersigned hereby certify and acknowledge that the Lease Agreement [1988 Trust AA-G] dated as of September 1, 1988, between Wilmington Trust Company, not in its individual capacity, but solely as owner trustee, as lessor, and Airbus A300 Leasing, Inc. as 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 (except with respect to those provisions of the Lease which expressly survive any such termination) solely with respect to the one (1) Airbus Industrie model A300B4-605R airframe bearing manufacturer's serial number 466 and U.S. registration mark N80058 and one (1) General Electric CF6-80C2A5 turbofan engine bearing manufacturer's serial no. 690248 covered thereby which 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 22nd day of Nov., 2010.

[signature pages follow]

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 NOV 22 PM 2 27
OKLAHOMA CITY
OKLAHOMA

Wilmington Trust Company, not in its individual
capacity, but solely as owner trustee

By: 

Name: **Adam Vogelsong**
Title **Senior Financial Services Officer**

Airbus A300 Leasing, Inc.

By: _____

Name: **Alejandro Camp**
Title: **Authorized Transaction Officer**

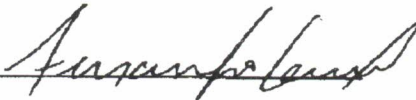
Wilmington Trust Company, not in its individual
capacity, but solely as owner trustee

By: _____

Name:

Title

Airbus A300 Leasing, Inc.

By: 

Name: Alejandro Camp

Title: Authorized Transaction Officer

Description of Lease

Lease Agreement [1988 Trust AA-G], dated as of September 1, 1988, in respect of the Airframe, the Engines and the Spare Engine (the "Lease"), which Lease was recorded with the FAA on September 09, 1988, assigned conveyance no. E99368 and amended and supplemented 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	09/09/88	09/09/88	E99368
Amendment No. 1 to Lease Supplement No. 1	07/30/90	08/07/90	P91934
Amendment No. 2 to Lease Supplement No. 1	02/27/98	Not filed with the FAA	

CERTIFICATE OF RE-DELIVERY – MSN 466

This Certificate of Redelivery is delivered on and as of the date set forth below by (1) Wilmington Trust Company, not in its individual capacity, but solely as owner trustee, as lessor ("Lessor") to Airbus A300 Leasing, Inc., as lessee ("Sublessor") pursuant to the Lease Agreement (1988 Trust AA-G) dated as of September 1, 1988 between Lessor and Sublessor (the "Lease") and (2) Sublessor to American Airlines, Inc. ("Sublessee"), pursuant to Sublease (1988 Trust AA-G) dated as of September 1, 1988, each, as amended and supplemented from time to time, between Sublessor and Sublessee (hereinafter referred to as the "Sublease Agreement"). Capitalized terms used herein without definition are used as defined in the Sublease Agreement.

1. Details of Acceptance

Sublessor hereby confirms to Sublessee, and Lessor hereby confirms to Sublessor, that it has on the 22nd day of November 2010 accepted the following in Roswell, NM, in accordance with the provisions of the Sublease Agreement and the Lease, respectively:

	Serial Number	TSN (estimate)	CSN	Engine Detail
Aircraft A300B4- 605R	466	55,198	21,352	
Engine	690248	40,791	15,661	CF6-80C2A5

2. Confirmation

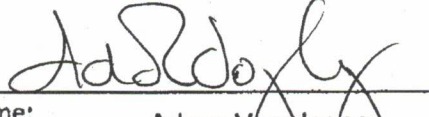
Sublessor confirms that as at 12:00 noon Eastern Standard Time today, the above described Airframe and Engine were duly accepted by Sublessor, in accordance with and subject to the provisions of the Sublease Agreement. Lessor confirms that as at 12:00 noon Eastern Standard Time today, the above described Airframe and Engine were duly accepted by Lessor, in accordance with and subject to the provisions of the Lease.

3. Exceptions

None

IN WITNESS WHEREOF, the parties hereto have caused this Certificate of Redelivery to be executed by their duly authorized representatives, as of the date written in Paragraph 1 above.


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

By: 
Name: Adam Vogelsong
Title: Senior Financial Services Officer

SUBLESSOR: AIRBUS A300 LEASING, Inc.,

By: 
Name: Alejandro Camp
Title: Authorized Transaction Officer

SUBLESSEE: American Airlines, Inc.

By: 
Name: Fred Swanevelt
Title: Principal, Fleet Transactions