

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of August 1, 2011, 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 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 each 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 Location. Notwithstanding anything to the contrary contained in this Agreement, for

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:

By: 

Title **Executive Vice President**

SCHEDULE A
TO CONSIGNMENT AGREEMENT

<u>Engine Serial Number</u>	<u>Engine Model</u>	<u>Anticipated Delivery Date:</u>
695221	CF6-80C2A5	June 30, 2011
695225	CF6-80C2A5	May 20, 2011

AMENDMENT NO. 1 TO CONSIGNMENT AGREEMENT

THIS AMENDMENT NO. 1 TO CONSIGNMENT AGREEMENT ("Amendment No. 1") is made and entered into as of August 30, 2011 by and between **WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as owner trustee** ("Consignor") and GA Telesis, LLC ("Consignee").

WHEREAS Consignor and Consignee are parties to that certain Consignment Agreement dated as of August 1, 2011 (the "Agreement") with respect to the Equipment (as defined in the Agreement).

WHEREAS Consignor and Consignee wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Owner and Consignee agree that the Agreement is amended as follows:

I. **CAPITALIZED TERMS**: Capitalized terms used herein and not defined shall have the same meaning as in the Agreement.

II. **EFFECTIVE DATE**: The effective date of this Amendment No. 1 shall be August 22, 2011.

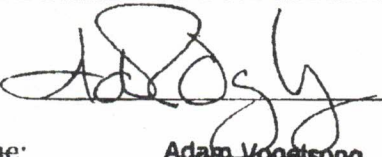
III. **SCHEDULE A TO CONSIGNMENT AGREEMENT**: The equipment listed on Exhibit A to this Amendment No. 1 shall be added to Schedule A of the Agreement as Equipment and all terms of the Agreement shall apply to such Equipment.

IV. **ALL OTHER AGREEMENT TERMS ARE VALID**: All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date first above written.

CONSIGNOR:

**WILMINGTON TRUST COMPANY,
NOT IN ITS INDIVIDUAL CAPACITY,
BUT SOLELY AS OWNER TRUSTEE**

By: 
Name: Adam Vogetson
Senior Financial Services Officer
Title: _____

CONSIGNEE:

GA TELESIS, LLC

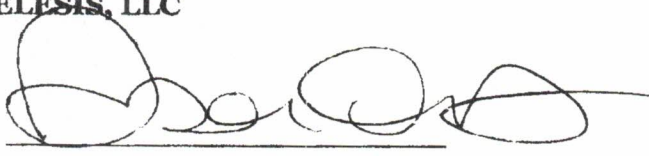
By: 
Name: Andrew Toult
Title: Executive Vice President

EXHIBIT A

SCHEDULE A
TO CONSIGNMENT AGREEMENT

<u>Aircraft Serial Number</u>	<u>Aircraft Model</u>	<u>Anticipated Delivery Date:</u>
507	A300B4-605R	September 16, 2011
508	A300B4-605R	September 16, 2011

<u>Engine Serial Number</u>	<u>Engine Model</u>	<u>Anticipated Delivery Date:</u>
690275	CF6-80C2A5	September 16, 2011
690327	CF6-80C2A5	September 16, 2011

LEASE TERMINATION

The undersigned hereby certify and acknowledge that the Lease Agreement [1989 Trust AA-L] dated as of February 15, 1989, 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) with respect to the one (1) Airbus Industrie model A300B4-605R Airframe bearing manufacturer's serial number 507 and U.S. Registration No. N40064 and two (2) General Electric CF6-80C2A5 turbofan engines bearing manufacturer's serial nos. 690327 and 695221 and one (1) General Electric CF6-80C2A5 turbofan spare engine bearing manufacturer's serial no. 695260 covered thereby and that the same are no longer subject to the terms and provisions thereof.

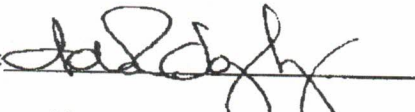
This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this 5th day of May, 2011.

[signature pages follow]

FILED WITH FAA
AIRCRAFT REGISTRATION OR
2011 MAY 5 AM 10 51
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

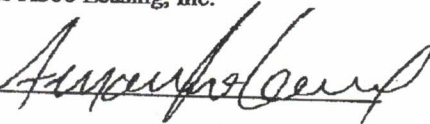
By: _____

Name:

Title

Airbus A300 Leasing, Inc.

By: _____

A handwritten signature in dark ink, appearing to read "Alejandro Camp", written over a horizontal line.

Name: Alejandro Camp

Title: Authorized Transaction Officer

Description of Lease

Lease Agreement [1989 Trust AA-L], dated as of February 15, 1989, in respect of the Airframe, the Engines and the Spare Engine (the "Lease"), which Lease was recorded by the FAA on February 16, 1989, assigned conveyance no. M18338 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	February 15, 1989	February 16, 1989	M18338
Amendment No. 1 to Lease Supplement No. 1 [1989 Trust AA-L]	October 2, 1990	October 17, 1990	W12384

SUBLEASE TERMINATION – MSN 507

The undersigned hereby certify and acknowledge that the Sublease [1989 Trust AA-L] dated as of February 15, 1989, between Airbus A300 Leasing, Inc. as sublessor and American Airlines, Inc. as sublessee, as further described on the attached Appendix (as the same has been amended, supplemented and/or assigned as of the date hereof, the "Sublease"), has been terminated (except with respect to those provisions of the Lease which expressly survive any such termination) and that (a) the one (1) Airbus Industrie model A300B4-605R Airframe bearing manufacturer's serial number 507 and U.S. Registration No. N40064, (b) two (2) General Electric model CF6-80C2A5 Engines bearing manufacturer's serial numbers 690327 and 695221 and (c) one (1) General Electric model CF6-80C2A5 Spare Engine bearing manufacturer's serial number 695260 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 5th day of May 2011.

[signature pages follow]

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AIRCRAFT REGISTRATION BR
2011 MAY 5 AM 10 51
OKLAHOMA CITY
OKLAHOMA

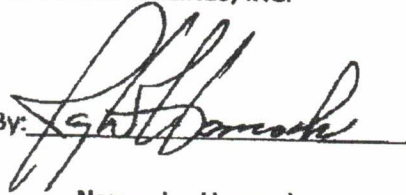
Sublease Termination – MSN 507 (TRUST AA-L)

Airbus A300 Leasing, Inc.

By: 
Name: Alejandro Camp

Title: Authorized Transaction Officer

AMERICAN AIRLINES, INC.

By: 

Name: Jay Hancock

Title: Managing Director,
Fleet Transactions

APPENDIX

Description of Sublease

Sublease [1989 Trust AA-L] dated as of February 15, 1989, between Airbus A300 Leasing, Inc. as sublessor and American Airlines, Inc. as sublessee, as supplemented by Sublease Supplement No. 1 dated as of February 15, 1989, recorded by the FAA on February 16, 1989, as Conveyance No. M18339, as amended by Amendment No. 1 to Sublease [1989 Trust AA-L] dated as of March 1, 1990, recorded March 30, 1990, as Conveyance No. WW30913.

Sublease Termination — MSN 507 (TRUST AA-L)

American Airlines®

MAINTENANCE AND ENGINEERING CENTER

TO WHOM IT MAY CONCERN

Subject: Non-Incident Letter

80C2A5

ESN 690327

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

2/22/11
Date