

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of February 29, 2012, between Global Principal Finance Company, LLC, a Delaware limited liability company ("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 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

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

Consignor:

Global Principal Finance Company, LLC

By



Title

Marc Cho

Vice President

Consignee:

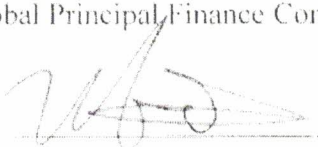
GA Telesis, LLC

By

Title

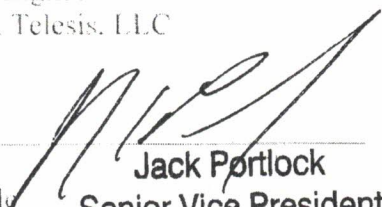
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first appearing above.

Consignor:
Global Principal Finance Company, LLC

By 

Title Marc Cho
Vice President

Consignee:
GA Telesis, LLC

By 

Title **Jack Portlock**
Senior Vice President
Chief Financial Officer

SCHEDULE A
TO CONSIGNMENT AGREEMENT

FORM OF EQUIPMENT SCHEDULE

<u>Engine Serial Number</u>	<u>Engine Model</u>	<u>Delivery Date:</u>
695226	CF6-80C2	January 10, 2012
695265	CF6-80C2	January 17, 2012

BILL OF SALE

FOR VALUE RECEIVED, the undersigned ("Seller") hereby sells to GLOBAL PRINCIPAL FINANCE COMPANY, LLC ("Buyer") the following (collectively, the "Aircraft"):

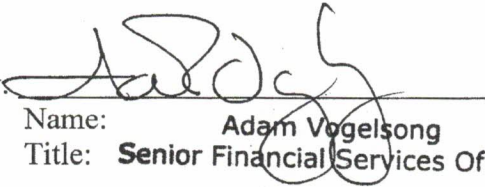
One (1) Airbus model A300B4-605R aircraft bearing manufacturer's serial number 517 and U.S. Nationality and Registration Mark N70074, including any and all avionics, appliances, parts, furnishings, instruments, accessories and other equipment installed therein or thereon, equipped with two General Electric CF6-80C2A5 aircraft engines bearing manufacturer's serial numbers 695226 and 695265 (the "**Aircraft**").

THE AIRCRAFT IS SOLD "AS-IS, WHERE-IS," WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, AND SELLER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, AIRWORTHINESS, QUALITY, DESCRIPTION, DURABILITY, OR SUITABILITY OF SUCH EQUIPMENT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF BUYER, except that title to the Aircraft is conveyed free and clear of all liens, security interests and other encumbrances.

Dated: January 30, 2012

Seller:

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

By: 

Name:

Adam Vogelsong

Title: **Senior Financial Services Officer**

AVSA
AIRCRAFT WARRANTY
BILL OF SALE
[1989 TRUST AA-S]

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned AVSA S.A.R.L., a French societe a responsabilite limitee ("SELLER"), is the owner of full legal and beneficial title to that certain Airbus A300B4-605R aircraft bearing (with respect to the airframe thereof) Federal Aviation Administration Registration No. N70074 and Manufacturer's Serial Number 517, together with the 2 General Electric CF6-80C2A5 turbo fan engines installed thereon, bearing Manufacturer's Serial Numbers 695-226 and 695-265, respectively, and together with all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment or property incorporated, installed in or on or attached to said aircraft and engines, including without limitation, all Buyer Furnished Equipment as described more fully in the BFE Bill of Sale [1989 Trust AA-S], dated the date hereof, delivered by American Airlines, Inc. to SELLER.

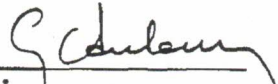
THAT for and in consideration of the payment by Wilmington Trust Company, as owner trustee ("BUYER") under the Trust Agreement [1989 Trust AA-S], dated as of June 15, 1989, between Wilmington Trust Company and FPL Investments Inc, of the sum of Fifty-Three Million Eight Hundred Thirteen Thousand Eighty-Four United States Dollars (U.S. \$53,813,084), SELLER does on the date written below grant, convey, transfer, bargain, sell, deliver and set over at Toulouse, France, all its right, title and interest in and to the above-described aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment and property (including, without limitation, the aforesaid Buyer Furnished Equipment), unto BUYER, and to BUYER's successors and assigns forever.

THAT SELLER hereby warrants to BUYER, it successors and assigns, that there is hereby conveyed to BUYER good title to the aforesaid aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment and property, free and clear of all liens, encumbrances and rights of others, and SELLER agrees with BUYER, and its successors and assigns, that SELLER will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, SELLER has caused this instrument to be executed by its duly authorized officer this 28th day of June, 1989.

AVSA S.A.R.L.

By: _____

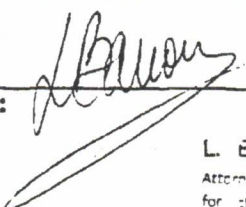

Title: **Gérard AUBOUIN**
AVSA Chief Executive

AIRBUS INDUSTRIE G.I.E. WARRANTY

AIRBUS INDUSTRIE G.I.E. hereby warrants to the aforesaid BUYER that this Bill of Sale [1989 Trust AA-S] conveys to said BUYER, on the date hereof, good title to the aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment and property described herein, free and clear of all liens, encumbrances and rights of others, and that AIRBUS INDUSTRIE G.I.E. will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, AIRBUS INDUSTRIE G.I.E. has caused this warranty to be executed this 28th day of June, 1989.

AIRBUS INDUSTRIE G.I.E.

By: 

Title: _____

L. BARRON
Attorney-in-fact
for the
Administrateur-Gérant

LEASE TERMINATION

The undersigned hereby certify and acknowledge that the Lease Agreement [1989 Trust AA-S] dated as of June 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 517 and U.S. Registration No. N70074 and two (2) General Electric CF6-80C2A5 turbofan engines bearing manufacturer's serial nos. 695226 and 695265 covered thereby and that the same are no longer subject to the terms and provisions thereof.

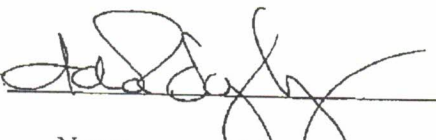
This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this 15 day of August, 2011.

[signature pages follow]

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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 [1989 Trust AA-S], dated as of June 15, 1989, in respect of the Airframe and the Engines (the "**Lease**"), which Lease was recorded by the FAA on July 17, 1989, assigned conveyance no. C14571 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	June 28, 1989	July 17, 1989	C14571
Amendment No. 1 to Lease Supplement No. 1 [1989 Trust AA-S]	December 17, 1990	January 14, 1991	Q48601
Amendment No. 2 to Lease Supplement No. 1 1989 Trust AA-S	February 15, 2000	Not filed with the FAA	
Lease Amendment No. 1	May 26, 2011	Not filed with the FAA	

SUBLEASE TERMINATION – MSN 517

The undersigned hereby certify and acknowledge that the Sublease [1989 Trust AA-S] dated as of June 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 517 and U.S. Registration No. N70074 and (b) two (2) General Electric model CF6-80C2A5 Engines bearing manufacturer's serial numbers 695226 and 695265 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 1st day of August 2011.

[signature pages follow]

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Sublease Termination – MSN 517 (TRUST AA-S)

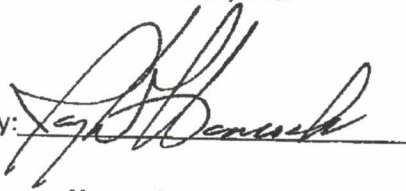
Airbus A300 Leasing, Inc.

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-S] dated as of June 15, 1989, between Airbus A300 Leasing, Inc. as sublessor and American Airlines, Inc. as sublessee, as supplemented by Sublease Supplement No. 1 [1989 Trust AA-S] dated as of June 28, 1989, recorded by the FAA on July 17, 1989, as Conveyance No. C14572.

Sublease Termination – MSN 517 (TRUST AA-S)

American Airlines®

MAINTENANCE AND ENGINEERING CENTER

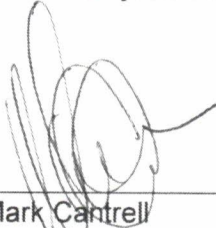
TO WHOM IT MAY CONCERN

Subject: Non-Incident Letter

80C2A5

ESN 695226

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

6/10/11

Date