

## CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of January 25, 2012, between Global Principal Finance Company, LLC ("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 49<sup>th</sup> 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:

GLOBAL PRINCIPAL FINANCE COMPANY, LLC

By 

Title Vice President

Consignee:

GA TELESIS, LLC

By 

Andrew Toutt

Title Executive Vice President

SCHEDULE A  
TO CONSIGNMENT AGREEMENT  
FORM OF EQUIPMENT SCHEDULE

<u>Aircraft Serial Number</u>	<u>Aircraft Model</u>	<u>Delivery Date:</u>
515	A300B4-605R	September 9, 2011
517	A300B4-605R	September 9, 2011

**BILL OF SALE**

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

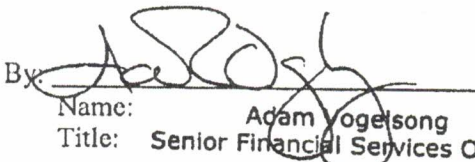
One (1) Airbus model A300B4-605R aircraft bearing manufacturer's serial number 515 and U.S. Nationality and Registration Mark N70072, including any and all avionics, appliances, parts, furnishings, instruments, accessories and other equipment installed therein or thereon, equipped with two General Electric CF6-80C2A5 aircraft engines bearing manufacturer's serial numbers 695249 and 695250 (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: ~~December~~, 2011  
January 23, 2012

Seller:

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

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

### LEASE TERMINATION

The undersigned hereby certify and acknowledge that the Lease Agreement [1989 Trust AA-R] dated as of May 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 515 and U.S. Registration No. N70072 and two (2) General Electric CF6-80C2A5 turbofan engines bearing manufacturer's serial nos. 695249 and 695250 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 17<sup>th</sup> day of June, 2011.

*[signature pages follow]*

FILED WITH FAA  
AIRCRAFT REGISTRATION BR  
2011 JUN 17 1 PM 12 04  
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

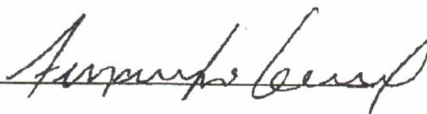
Wilmington Trust Company, not in its individual  
capacity, but solely as owner trustee

By: \_\_\_\_\_

Name:

Title

Airbus A300 Leasing, Inc.

By: 

Name: Alejandro Camp

Title: Authorized Transaction Officer



Description of Lease

Lease Agreement [1989 Trust AA-R], dated as of May 15, 1989, in respect of the Airframe and the Engines (the "Lease"), which Lease was recorded by the FAA on June 5, 1989, assigned conveyance no. L56751 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 1, 1989	June 5, 1989	L56751
Amendment No. 1 to Lease Supplement No. 1 [1989 Trust AA-R]	December 17, 1990	January 14, 1991	Q48603
Amendment No. 2 to Lease Supplement No. 1 1989 Trust AA-R	December 15, 1999	Not filed with FAA	
Lease Amendment No. 1	May 26, 2011	Not filed with FAA	



**SUBLEASE TERMINATION – MSN 515**

The undersigned hereby certify and acknowledge that the Sublease [1989 Trust AA-R] dated as of May 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 515 and U.S. Registration No. N70072 and (b) two (2) General Electric model CF6-80C2A5 Engines bearing manufacturer's serial numbers 695249 and 695250 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 17<sup>th</sup> day of June 2011.

*[signature pages follow]*

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AIRCRAFT REGISTRATION BR  
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OKLAHOMA

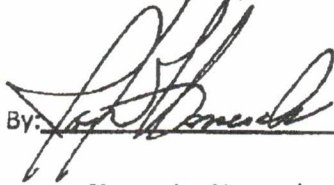
Sublease Termination – MSN 515 (TRUST AA-R)

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-R] dated as of May 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-R] dated as of June [undated], 1989, recorded by the FAA on June 5, 1989, as Conveyance No. L56752.

**Sublease Termination – MSN 515 (TRUST AA-R)**

# AmericanAirlines®

June 17, 2011

To: Wilmington Trust Company, as Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001

Subject: Non-Incident Statement

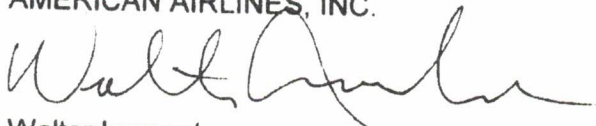
This letter is to advise you, that to American Airlines' knowledge (based solely upon a review the National Transportation Safety Board (NTSB) website, as of June 17, 2011), the equipment referenced below, does not fall within any of the Classifications listed in paragraph 8(c), of FAA Advisory Circular 2-62E (dated December 23, 2010):

- FAA Number: N70072; Serial Number 515

This letter does not relieve you of the obligation to make your own independent determination of the quality, eligibility, and traceability of the parts installed therein, and/or attached thereto, and this letter is for your sole use and benefit, and thus, no third party may rely, or claim reliance on this letter.

Sincerely,

AMERICAN AIRLINES, INC.



Walter Iwanenko  
Manager, Project Planning  
Aircraft Sale/Lease and Storage

0 0 0 0 0 0 CERTIFIED COPY TO BE RECORDED

FAA AGREEMENT OF CONVEYANCE,  
ASSIGNMENT AND TERMINATION

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CONVEYANCE: 10-9

THIS AGREEMENT OF CONVEYANCE, ASSIGNMENT AND TERMINATION (this "Agreement") is made and entered into as of June 1, 2001 by and between ORIX Aircraft Corporation (the "Lessor") and Wilmington Trust Company, not in its individual capacity but solely as owner trustee under Trust Agreement [1989 Trust AA-R] dated as of May 15, 1989 (the "Lessee").

FEDERAL AVIATION  
ADMINISTRATION

WITNESSETH:

WHEREAS, the Lessor and the Lessee are parties to that certain Lease Agreement [1989-5] dated as of June 1, 1989, as more particularly described in Annex I attached hereto (collectively, the "Lease"), with respect to one (1) Airbus Industrie A300B4-605R aircraft bearing manufacturer's serial number 515 and U.S. Registration No. N70072 (the "Airframe") and two (2) General Electric CF6-80C2A5 aircraft engines bearing manufacturer's serial numbers 695-249 and 695-250 (the "Engines"), each of which Engines has 750 or more rated takeoff horsepower or the equivalent thereof (the Airframe and the Engines are hereinafter referred to collectively as the "Aircraft"), which Airframe is registered with the FAA in the name of the Lessee;

WHEREAS, the Lessor and the Lessee desire to terminate the Lease and vest title to the Aircraft in the Lessee free and clear of (i) all of the right, title and interest of the Lessor and (ii) all of the terms and conditions of the Lease; and,

WHEREAS, in connection with and as part of the termination of the Lease, the Lessor and the Lessee have agreed that the Lessor will convey all of its right, title and interest in and to the Aircraft to the Lessee.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The Lessor hereby bargains, sells, transfers, conveys and assigns to the Lessee: (i) all of Lessor's right, title and interest in and to the Aircraft; and (ii) all of the Lessor's right, title and interest in, to and under the Lease.

2. The Lease is hereby terminated and the Aircraft is released from all of the terms and conditions thereof; provided that the provisions of the Lease that, by their respective terms, are to survive the termination or expiration of the Lease shall survive the termination of the Lease to the extent required thereby for their full observance and performance.

RECORDED

CONVEYANCE

NUMBER L56746

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3. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.



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10-5

3. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ORIX AIRCRAFT CORPORATION



By: TAKAHISA SATO  
Title: DIRECTOR

Lessor

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

By:

Title:

Lessee

001AIRBUS.005

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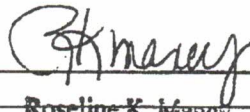
10-3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ORIX AIRCRAFT CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Lessor

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

By:  \_\_\_\_\_  
Title: Roseline K. Mancy \_\_\_\_\_ Lessee  
Assistant Vice President

001AIRBUS.005

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10-1

Annex I  
to Agreement of Conveyance, Assignment and TerminationDescription of Lease

Lease Agreement [1989-5] dated as of June 1, 1989 between ORIX Aircraft Corporation, as lessor, and A300 Finance, Ltd., as lessee, which was recorded by the Federal Aviation Administration on June 1, 1989 and assigned Conveyance No. L56746, as supplemented and assigned 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	06/01/89	06/01/89	L56746
Lease Assignment [1989-5] between A300 Finance, Ltd., as assignor, and Wilmington Trust Company, as trustee under Trust Agreement [1989 Trust AA-R] dated as of May 15, 1989, as assignee	06/01/89	06/01/89	L56746
Supplemental Agreement	as of 06/01/89	06/01/89	L56746

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