

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "**Agreement**") is dated as of July 12, 2011, between Wells Fargo Bank Northwest, N.A., 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 "**Engine(s)**", 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 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 1850 NW 49th Street, Ft. Lauderdale, FL 33309 or such other location as may be mutually agreed between Consignor and Consignee (the "**Delivery Location**") 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 the facilities of the Tear-Down Contractor and/or Consignee's Facility as hereinafter specified which cost is to be paid up front by Consignee and shall be reimbursed pursuant to Section B.2 herein (the "**Initial Shipment Costs**"). Notwithstanding anything to the contrary contained in this Agreement, for purposes of

[Consignment Agreement]

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

Consignor:

**WELLS FARGO BANK NORTHWEST,
N.A.,**
not in its individual capacity but solely as
Owner Trustee

By _____
Title


Vice President

Consignee:

GA TELESIS, LLC

By _____
Title

Consignment Agreement

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

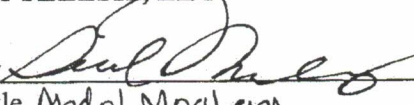
Consignor:

WELLS FARGO BANK NORTHWEST,
N.A.,
not in its individual capacity but solely as
Owner Trustee

By _____
Title

Consignee:

GA TELESIS, LLC

By 
Title Abdul Moabery,
President & CEO

SCHEDULE A
TO CONSIGNMENT AGREEMENT

Aircraft	Model	Airframe Serial Number	Engine Model	Anticipated Delivery Date
1			CFM56-5A1/F (ESNs and)	May 23, 2011



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of \$10.00 and other good and valuable consideration, **ALL NIPPON AIRWAYS CO., LTD**, a company organized and existing under the laws of Japan ("**Seller**") does this 9th day of October, 2012, grant, convey, transfer, bargain and sell, deliver and set over all of Seller's right, title and interest in and to the Equipment described in Annex A hereto (the "**Equipment**"), unto **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, not in its individual capacity but solely as Owner Trustee ("**Buyer**").

All capitalized terms used in this Bill of Sale, unless otherwise defined herein, shall have the meanings set forth in the Engine Purchase Agreement dated as of August 31, 2012 between Seller and Buyer (the "**Purchase Agreement**").

Seller hereby warrants to Buyer, its successors and assigns, that there is hereby conveyed to Buyer on the date hereof, good and marketable title to the Equipment, free and clear of any and all Liens, and Seller shall defend such title and indemnify Buyer, its successors and assigns from and against any and all losses resulting from Seller's breach of this warranty.

THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

* * *



IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized representative this 18th day of October, 2012.

ALL NIPPON AIRWAYS CO., LTD,

By: Shigehiko Fukumoto

Name: Shigehiko Fukumoto

Title: Director, Materials Management
& Spares



ANA Engines

Model

CFM International, Inc. CFM 56-5A1/F

Manufacturer's Serial Numbers

and 731611

Together with all Parts and Documentation related thereto.

AMENDMENT NO. 1 TO CONSIGNMENT AGREEMENT

This Amendment No. 1 to Consignment Agreement (this "**Amendment**") is dated as of December 6, 2012, between Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as owner trustee ("**Consignor**") and GA Telesis, LLC, a Delaware limited liability company ("**Consignee**").

BACKGROUND

Consignor and Consignee entered into that certain Consignment Agreement dated as of July 12, 2011 (the "**Agreement**"); and

Consignor and Consignee desire to amend the Agreement by making the changes set forth in Paragraph 1 below.

AGREEMENT

1. With effect from and after the date hereof, Schedule A to the Agreement is hereby deleted in its entirety and replaced by Schedule A to this Amendment.
2. Except as expressly amended by Paragraph 1 of this Amendment, the Agreement remains in full force and effect without modification.
3. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
4. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without reference to principles of conflicts of law other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

[Signature Page follows]

Amendment No. 1 to Consignment Agreement

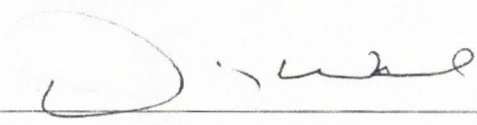
IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first appearing above.

Consignor:

WELLS FARGO BANK NORTHWEST,
N.A.,
not in its individual capacity but solely as
Owner Trustee

By

Title

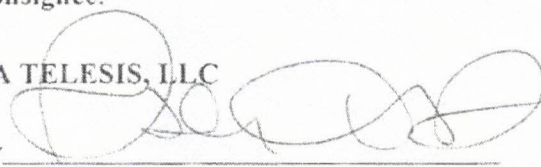

David Wall
Vice President

Consignee:

GA TELESIS, LLC

By

Title


Andrew Toutt
Executive Vice President

**SCHEDULE A
TO CONSIGNMENT AGREEMENT**

Aircraft	Model	Airframe Serial Number	Engine Model	Anticipated Delivery Date
1			CFM56-5A1/F (ESNs and 731611)	May 23, 2011

16th Dec, 2013

To Whom It May Concern:

Subject: Combination Statement for Engines

This serves to confirm that during the operation of Engine model CFM56-5A1F serial number 731611 by All Nippon Airways Co., Ltd. :

- a) These Engines has not been subjected to, or removed from an aircraft that has been involved in an incident or accident, major failure, or fire, or has been subjected to extreme stress or heat nor been obtained from any Government, Military or Unapproved Source.
- b) These Engines has not experienced any abnormal occurrences or not immersed in salt water, and no operating limitations have been reached or exceeded.
- c) These Engines were only serviced with BP2380 during its operation
- d) These Engines were not operated using CIS Fuels and/or Fuel Additives.
- e) There are no Carry forward/Open Maintenance Items on these Engines and its QEC.
- f) There are no Deferred Defects associated with these Engine and its QEC.

redacted



Shinichi Nonome
Senior manager
Quality Control
Engineering & Maintenance Center