

airJamaica



Non- Incident

This is to confirm that the subject aircraft MSN 624/626 and installed CFM56-5B4/P Engines Serial Numbers 779231, 779232, 779235 and 779236; APUs S/N 1820/1925 and associated components were not involved in any incidents or accidents or submerged in salt water while in service with Air Jamaica.

This is also to confirm that the subject aircraft MSN 624/626 and installed CFM56-5B4/P Engines Serial Numbers 779231, 779232, 779235 and 779236; APUs S/N 1820 and 1925 and associated components were not obtained from or operated by the U.S. and/or Foreign Government military.

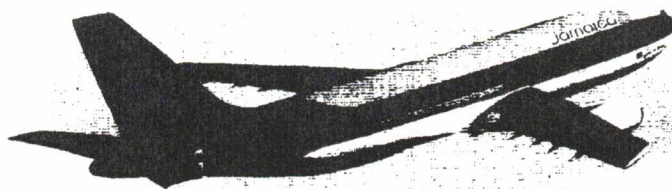
This is also to confirm that the subject aircraft MSN 624/626 and installed CFM56-5B4/P Engines Serial Numbers 779231, 779232, 779235, 779236; APUs S/N 1820 and 1925 and associated components have not been subject to extreme heat or stress (as in a major engine failure, accident or fire) while in service with Air Jamaica.

Air Jamaica phase out of MSN 624	Total Airframe Times	[34696:31]
	Total Airframe Cycles	[19998]
Air Jamaica phase out of MSN 626	Total Airframe Times	[31236:43]
	Total Airframe Cycles	[17896]

Signed by authorised signatory on behalf of
AIR JAMAICA LTD

07 January 2011 Date



CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of March 17, 2011, 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 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:

Global Principal Finance Company, LLC

By 

Title Vice President

Consignee:

GA Telesis, LLC

By 

Title Andrew Toutt

Executive Vice President

SCHEDULE A
TO CONSIGNMENT AGREEMENT
FORM OF EQUIPMENT SCHEDULE

<u>Engine Serial Number</u>	<u>Engine Model</u>	<u>Delivery Date:</u>
779231	CFM56-5B4/P	January 18, 2011
779232	CFM56-5B4/P	January 18, 2011
779235	CFM56-5B4/P	January 18, 2011
779236	CFM56-5B4/P	January 18, 2011

ORIGINAL DOCUMENT
FILED AT THE F.A.A. BY
I.A.T.S.

DATE: 1-18-11 TIME: 9:43 AM;
CST

BILL OF SALE

(ESNs 779231, 779232, 779235 and 779236)

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GA Telesis, LLC ("Seller") does, on the date hereof, grant, convey, transfer, bargain, sell, deliver and set over to Global Principal Finance Company, LLC ("Buyer"), all of Seller's right, title and interest in and to four CFM56-5B4/P Engines bearing engine serial numbers 779231, 779232, 779235 and 779236, together with (i) all equipment or property incorporated, installed in or on or attached to said Engines and (ii) all Records and Operative Documents (collectively, the "Engines"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Engine Sale Agreement dated as of January 14, 2011 among Seller and Buyer (the "Agreement").

TO HAVE AND TO HOLD said Engines unto Buyer, its successors and assigns, for its and their own use forever.

THAT Seller hereby warrants to Buyer, its successors and assigns, that it is the holder of title to the Engines and has the right to sell the same as aforesaid and that this Bill of Sale conveys to Buyer on the date hereof, good title to the Engines, free and clear of all liens, encumbrances and rights of others other than those created by Buyer, and Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is being delivered pursuant to and subject to the terms and conditions set forth in the Agreement.

This Bill of Sale shall be governed by the laws of the State of New York, United States.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officers this January 18, 2011.

*Make: CFM International Inc.

GA Telesis, LLC

By: 

Name: Andrew Toutt

Title: Executive Vice President / Manager

Warranty Bill Of Sale

KNOW ALL MEN BY THESE PRESENTS, that AIR JAMAICA LIMITED, a company incorporated under the laws of Jamaica ("Seller"), for and in consideration of the sum of One United States Dollar (US\$1.00) and other good and valuable consideration received from GA Telesis LLC, a Delaware limited liability company ("Purchaser"), the receipt and sufficiency of which Seller hereby acknowledges, does hereby sell, assign and transfer to Purchaser, its successors and assigns forever, all of the right, title and interest of Seller in and to a certain Airbus A320-200 aircraft, Serial No. 624, Registration No. 6Y-JAF (the "Aircraft"), together with the two (2) CFM model CFM 56-5B4 aircraft engines installed thereon, bearing manufacturer's serial numbers 779231 and 779232 (the "Engines"), respectively, together with the systems, appliances, parts, instruments, accessories, furnishings, and any manufacturer's or third-party warranties, any manufacturer service programs in connection with the Aircraft and other equipment installed thereon or attached thereto on the date hereof, as described in the Aircraft Purchase and Sale Agreement between Seller and Purchaser dated December 9, 2010 (the "Purchase Agreement"), and all logs, manuals and other records and documentation pertaining to the operation and maintenance of such aircraft that in all cases are (a) owned by Seller and (b) in Seller's possession or under its control, all subject to the disclaimer of warranties set forth in Section 11 of the Purchase Agreement.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, for its and their own use forever.

This Bill of Sale and the representations, warranties and covenants contained herein shall inure to the benefit of Purchaser and its successors and assigns, and shall bind Seller and its successors and assigns.

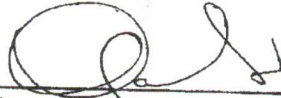
Seller hereby represents and warrants to Purchaser that it is the owner of the Aircraft and that Seller has the right to sell the same and that Seller has and hereby conveys to Purchaser good and marketable title to the Aircraft, free and clear of all liens, charges or encumbrances, other than those created by Purchaser, and Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is governed by the laws of the State of New York, United States of America.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its authorized representative as of the 18 day of January, 2011.

SELLER:

AIR JAMAICA LIMITED

By: 
Name: Dennis Lalor
Title: Chairman

BILL OF SALE
MSN 624

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement, dated as of 12 December 1996, as amended, with Air Jamaica Limited as Owner Participant thereunder ("Seller"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell and transfer to Air Jamaica Limited ("Buyer"), its successors and assigns, all its right, title and interest in the following property:

(i) One (1) Airbus A320-200 aircraft bearing manufacturer's serial number ("MSN") 624; (ii) two (2) installed CFM International model CFM56-5B4/P engines bearing respectively MSNs 779231 and 779232; (iii) systems, appliances, parts, instruments, accessories, furnishings and any manufacturer's or third-party warranties, any manufacturer service programs in connection with the Aircraft and other equipment installed thereon or attached thereto on the date hereof; and (iv) all logs, manuals and other records and documentation pertaining to the operation and maintenance of such aircraft.

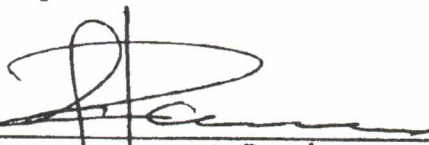
Seller hereby warrants to Buyer that there is hereby conveyed to Buyer on the date hereof, good title to the aforesaid property, free and clear of all liens, charges or encumbrances and that it will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale shall in all respects be governed by and construed in accordance with the laws of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered by one of its duly authorized officers this 31 day of *JANUARY*, 2011.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee under the
Trust Agreement, dated as of
December 12, 1996, as amended,
with Air Jamaica Limited as Owner
Participant thereunder

By: 
Name: Jose L. Paredes
Title: Assistant Vice President

DATE: 12-14-10 TIME: 2:08 p.m.
CST

FAA LEASE TERMINATION AGREEMENT

The undersigned, Wilmington Trust Company, as owner trustee, as lessor, and Air Jamaica Limited, as lessee, under that certain Aircraft Lease Agreement, as more particularly described in Annex I attached hereto (the "Lease"), with respect to the Airframe and the Engines, as more particularly described in Annex I attached hereto, hereby terminate the Lease and further release the Airframe and the Engines from all the terms and conditions thereof.

This FAA Lease Termination 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.

Dated as of December 14, 2010.

WILMINGTON TRUST COMPANY, as owner
trustee, as lessor

By: 

Title: Jose L. Paredes
Assistant Vice President

AIR JAMAICA LIMITED, as lessee

By: _____

Title: _____

THIS DOCUMENT MAY BE EXECUTED IN COUNTERPART,
EACH OF THESE WHEN SO EXECUTED SHALL BE AN ORIGINAL
AND ALL SUCH COUNTERPARTS SHALL TOGETHER CONSTITUTE
ONE AND THE SAME INSTRUMENT.

30690.210002

Aircraft (msn 624)

FAA LEASE TERMINATION AGREEMENT

The undersigned, Wilmington Trust Company, as owner trustee, as lessor, and Air Jamaica Limited, as lessee, under that certain Aircraft Lease Agreement, as more particularly described in Annex I attached hereto (the "Lease"), with respect to the Airframe and the Engines, as more particularly described in Annex I attached hereto, hereby terminate the Lease and further release the Airframe and the Engines from all the terms and conditions thereof.

This FAA Lease Termination 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.

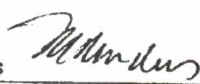
Dated as of December 14, 2010.

WILMINGTON TRUST COMPANY, as owner
trustee, as lessor

By: _____

Title: _____

AIR JAMAICA LIMITED, as lessee

By: Merl Dundas 

Title: Corporate Secretary

30690.210002

THIS DOCUMENT MAY BE EXECUTED IN COUNTERPART,
EACH OF THESE WHEN SO EXECUTED SHALL BE AN ORIGINAL
AND ALL SUCH COUNTERPARTS SHALL TOGETHER CONSTITUTE
ONE AND THE SAME INSTRUMENT.

Annex I
to FAA Lease Termination Agreement

Description of Lease

Aircraft Lease Agreement dated 20 December 1996 between Wilmington Trust Company, as owner trustee, as lessor, and Air Jamaica Limited, as lessee, which was recorded by the Federal Aviation Administration on December 24, 1996 and assigned Conveyance No. HH013707, as supplemented and amended by the following described instruments:

<u>Instrument</u>	<u>Date of Instrument</u>	<u>FAA Recording Date</u>	<u>FAA Conveyance No.</u>
Acceptance Certificate	12/20/96	12/24/96	HH013707
Lease Amendment Agreement	05/15/00	06/27/00	FF29386
Lease Amendment Agreement No. 2 (MSN 624)	as of 10/22/01	04/30/02	QQ024984

Description of Airframe and Engines

One (1) Airbus Industrie model A320-200 (shown on the IR as AIRBUS model A320) aircraft bearing manufacturer's serial number 624 and former U.S. Registration No. N624AJ (the "Airframe") and two (2) CFM International, Inc. model CFM 56-5B4 aircraft engines bearing manufacturer's serial numbers 779-231 and 779-232 (shown on the IR as CFM model CFM56-5B aircraft engines bearing manufacturer's serial numbers 779231 and 779232) (the "Engines").

30690.210002

Aircraft (msn 624)

ORIGINAL DOCUMENT
FILED AT THE F.A.A. BY
I.A.T.S.

DATE: 12-4-10 TIME: 2:08 p.m.
PCT FAA RELEASE

The undersigned, U.S. Bank National Association (formerly U.S. Bank Trust National Association), as trustee, as mortgagee (the "Mortgagee"), under that certain First Priority Aircraft Mortgage, as more particularly described in Annex I attached hereto (the "Mortgage"), with respect to the Airframe and the Engines, as more particularly described in Annex I attached hereto, hereby releases the Mortgage and further releases the Airframe and the Engines from all the terms and conditions thereof.

The Mortgagee further releases their interest in the Lease, with respect to the Airframe and the Engines.

Dated this 2nd day of November, 2010.

U.S. BANK NATIONAL ASSOCIATION
(formerly U.S. Bank Trust National Association),
as trustee, as mortgagee

By: Sandra Sperry
Title: Vice President

30690.210002

Aircraft (msn 624)

Description of Mortgage

First Priority Aircraft Mortgage¹ dated 15 May, 2000 among Wilmington Trust Company, as owner trustee, and Air Jamaica Limited, as mortgagors, and U.S. Bank Trust National Association (now U.S. Bank National Association), as trustee, as mortgagee, which was recorded by the Federal Aviation Administration on June 27, 2000 and assigned Conveyance No. FF29385.

Description of the Airframe and Engines

One (1) Airbus Industrie model A320-200 (shown on the IR as AIRBUS model A320) aircraft bearing manufacturer's serial number 624 and former U.S. Registration No. N624AJ (the "Airframe") and two (2) CFM International, Inc. model CFM 56-5B4 aircraft engines bearing manufacturer's serial numbers 779-231 and 779-232 (shown on the IR as CFM model CFM56-5B aircraft engines bearing manufacturer's serial numbers 779231 and 779232) (the "Engines").

Description of Lease

Aircraft Lease Agreement dated 20 December 1996 between Wilmington Trust Company, as owner trustee, as lessor, and Air Jamaica Limited, as lessee, which was recorded by the Federal Aviation Administration on December 24, 1996 and assigned Conveyance No. HH013707, as supplemented and amended by the following described instruments:

<u>Instrument</u>	<u>Date of Instrument</u>	<u>FAA Recording Date</u>	<u>FAA Conveyance No.</u>
Acceptance Certificate	12/20/96	12/24/96	HH013707
Lease Amendment Agreement	05/15/00	06/27/00	FF29386
Lease Amendment Agreement No. 2 (MSN 624)	as of 10/22/01	04/30/02	QQ024984

¹In the Mortgage, the model of the Engines is described as CFM56-5B4.

30690.210002

Aircraft (msn 624)

airJamaica®



Air Jamaica Statement in respect to ESN 779231 PMA Parts :

Date: 1st of January 2011

Engine Model: **CFM56-5B4/P**
MFR S/N: **779231**

This statement is to confirm that with regard to the above mentioned CFMI Engine Model CFM56-5B4/P bearing manufacturer serial number: 779231, hereby certify that the above engine did not have any PMA Parts installed whilst in service with Air Jamaica until delivery to GA Telesis in January 2011:

Engine Model	CFM56-5B4/P
Serial Number (S/N)	779231
TSN (Hrs)	30,922.65
CSN (Cyc)	17,689
Effective Date:	01 January 2011

Yours faithfully,

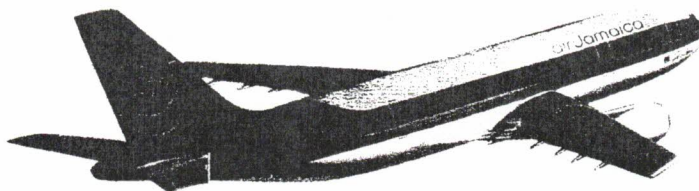
Signed:



Signature date: 1-Jan-11

Name: Richard Cousins

Title: Systems Engineer



airJamaica[®]



Air Jamaica Statement in respect to ESN 779231 DER Repairs:

Date: 1st of January 2011

Engine Model: **CFM56-5B4/P**
MFR S/N: **779231**

This statement is to confirm that with regard to the above mentioned CFMI Engine Model CFM56-5B4/P bearing manufacturer serial number: 779231, hereby certify that the above engine did not have any DER Repairs performed whilst in service with Air Jamaica until delivery to GA Telesis in January 2011:

Engine Model	CFM56-5B4/P
Serial Number (S/N)	779231
TSN (Hrs)	30,922.65
CSN (Cyc)	17,689
Effective Date:	01 January 2011

Yours faithfully,

Signed:



Signature date: 2nd March 2011

Name: Richard Cousins

Title: Systems Engineer

