

# American Airlines®

August 2, 2011

To: Whom it may concern

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 August 2, 2011), the equipment referenced below, does not fall within any of the Classifications listed in paragraph 8(c), of FAA Advisory Circular 20-62E (dated December 23, 2010):

- FAA Number: N70074; Serial Number 517

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

## 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 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 Vogel song

Title: **Senior Financial Services Officer**



### 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<sup>th</sup> day of August, 2011.

*[signature pages follow]*

FILED WITH FAA  
AIRCRAFT REGISTRATION BR  
2011 AUG 2 PM 12 10  
OKLAHOMA CITY  
OKLAHOMA

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

By: 

Name: **Adam Vegelsong**  
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 1<sup>st</sup> day of August 2011.

*[signature pages follow]*

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OKLAHOMA CITY  
OKLAHOMA

Sublease Termination – MSN 517 (TRUST AA-S)

Airbus A300 Leasing, Inc.

By:

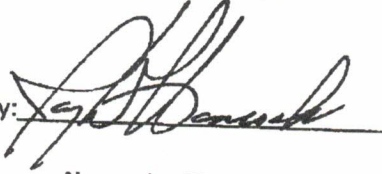
A handwritten signature in dark ink, appearing to read 'Alejandro Camp', is written over a horizontal line.

Name: Alejandro Camp

Title: Authorized Transaction Officer

AMERICAN AIRLINES, INC.

By:

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

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)

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION

FORM APPROVED  
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ THE  
UNDERSIGNED OWNER(S) OF THE FULL LEGAL  
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-  
CRIBED AS FOLLOWS:

UNITED STATES  
REGISTRATION NUMBER **N 70074**  
AIRCRAFT MANUFACTURER & MODEL  
**AIRBUS INDUSTRIE A300B4-605R**  
AIRCRAFT SERIAL No. **517**

DOES THIS DAY OF **June** 19 **89**  
HEREBY SELL, GRANT, TRANSFER AND  
DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write in This Block  
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS  
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Wilmington Trust Company, as Owner Trustee  
under a Trust Agreement [1989 Trust AA-S]  
dated as of June 15, 1989  
Rodney Square North  
Wilmington, Delaware 19890

DEALER CERTIFICATE NUMBER

AND TO ITS EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, AND ASSIGNS TO HAVE AND TO HOLD  
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS DAY OF **June** 19 **89**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	AVSA S.A.R.L.	<i>S. Chabouy</i>	Gerant

ACKNOWLEDGMENT [NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED  
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.]

ORIGINAL: TO FAA

AC FORM 8080-2 (2-88) (2025-01-01-0002)