

05 June 2012

TO WHOM IT MAY CONCERN

Subject:

ENGINE ACCIDENT STATEMENT

Reference:

ENGINE MODEL:

CF6 80C2 A2

ENGINE SN:

690283

ENGINE TSN / CSN: 53772:39 FH/ 15275 FC

Above referenced engine was operated by Air India from date of Manufacture till date.

We hereby the undersigned certify that during period of time specified above:

- 1. Engine and its associated components have not been involved in any accident as defined in Annex 13, Paragraph (b) of ICAO definition of Accident and have not been subject to severe heat, impact or stress, immersed to salt water or otherwise exposed to corrosive agents, at any time.
- 2. Engine has not been obtained from, or operated by governmental or military entities, and has not installed parts obtained from governmental, military or unapproved sources;

To the best of our knowledge information written above is true and accurate.

C. Tominar/Dy. Gen. Monager सुनानका विश्लेषण (को.ए.६५.) / Baciley Control (DAT) एकर मुंडिया कि./AIR INDIA LTD.

BILL OF SALE

The undersigned ("Seller") is owner of the following (the "Aircraft Parts"):

Model:

Serial Number:

Engines:

General Electric model CF6-80C2A2

Serial Numbers:

690-283

APU:

including, without limitation, all appliances, avionics, equipment, components, parts, furnishings, instruments and accessories installed in the above described equipment on the Delivery Date or set forth on the Schedule hereto, together with all records, data, logs, documents and manuals pertaining to any of the foregoing, and does this 23rd day of July, 2012 hereby sell, grant, transfer and deliver all of its right, title and interest in and to such Aircraft Parts unto:

SASOF TR-25 AVIATION IRELAND LIMITED ("Buyer")

The Seller hereby warrants to the Buyer and its successors that immediately prior to the delivery of this Bill of Sale, the Seller had the same title as Air India Ltd. (formerly National Aviation Company of India Limited, the entity into which Air India Limited and Indian Airlines Limited had been amalgamated) transferred to Seller with respect to the Airframe and the Engine with serial number 690-283 on March 29, 2007 and with respect to the Engine with serial number (other than for liens, charges, encumbrances, mortgages, leases or other security interests of any kind whatsoever (collectively, "Liens") created by any person other than those created by or through the Seller) and hereby transfers such title to the Aircraft Parts free and clear of all Liens created by or through the Seller (other than that certain Air India Lease dated 28 March 2007 between the Seller and Air India Ltd. (formerly National Aviation Company of India Limited, the entity into which Air India Limited and Indian Airlines Limited had been amalgamated)) and the Seller warrants that it has the lawful right to transfer the same to the Buyer, and that there is hereby conveyed to the Buyer on the date hereof, such title to the Aircraft Parts free and clear of all Liens created by or through the Seller.

This Bill of Sale and any non-contractual obligations arising out of or in connection herewith are governed by and construed in accordance with English law.

This Bill of Sale is delivered in London, England.

[Signature page follows.]

IN TESTIMONY WHEREOF, we have set our hand in London, England, this 23rd day of July, 2012.

INV 310 LIMITED

By V. Ashwath

Name: ASHWATH VENRATARA MANI

Title: ATTORNEY-IN -FACT

PARTS CONSIGNMENT AGREEMENT BY AND BETWEEN

SASOF TR-25 AVIATION IRELAND LIMITED ("OWNER")

AND

GA TELESIS (UK) LIMITED ("CONSIGNEE")

January 23, 2012

PARTS CONSIGNMENT AGREEMENT

THIS PARTS CONSIGNMENT AGREEMENT (this "Agreement"), is made this 23rd day of January, 2012, by and between SASOF TR-25 AVIATION IRELAND LIMITED, having its principal place of business at Hambleden House 19-26 Lower Pembroke Street, Dublin 2, Ireland (hereinafter referred to as "OWNER"), and GA TELESIS (UK) Limited, having its principal place of business at Innovis House, 108 High Street, Crawley, West Sussex RH101AS, United Kingdom, and registered with company number 05950981 (hereinafter referred to as "CONSIGNEE"). OWNER and CONSIGNEE are collectively the "Parties" and each is individually a "Party" to this Agreement.

PREAMBLE

WHEREAS:

- (a) OWNER is (or will be) the owner of certain Engines and/or Parts specified on one or more Schedules substantially in the form of Attachment A hereto and executed by OWNER and CONSIGNEE from time to time during the Term (each such schedule a "Schedule" and together the "Schedules") and desires to offer the Engines and/or Parts for sale and dismantling for parts for further marketing and selling; and,
- (b) CONSIGNEE is in the business of marketing aircraft, aircraft engines, selling, leasing and repairing aircraft parts and components;
- (c) OWNER is desirous of appointing CONSIGNEE as the exclusive CONSIGNEE to arrange for the disassembly and sale of the Engines and/or Parts as defined below; and,
- (d) CONSIGNEE has represented to OWNER that it has the staff, facilities and financial security to carry out its proposed obligations as set out below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, OWNER and CONSIGNEE hereto hereby agree as follows:

1. **DEFINITIONS**

In this Agreement:

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-25 AVIATION IRELAND LIMITED GA TELESIS (UK) LIMITED By: Apollo Aviation Management Limited,

 Apollo Aviation Management Limited, attorney-in-fact

Ву:	Gela	Bele		
	Name: Title:	Gerard Butler Director	By: Name: Title:	

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-25 AVIATION IRELAND LIMITED GA TELESIS (UK) LIMITED

By: Apollo Aviation Management Limited, attorney-in-fact

By:		A DA
	Name:	By:
	Title:	Name: Andrew Tout Title: Divertor
		Title: Director

ATTACHMENT A TO CONSIGNMENT AGREEMENT

FORM OF SCHEDULE

SASOF TR-25 AVIATION	N IRELAND LIMITED – GAT Equipme	ent Schedule No.
	Dated as of	

Description of Equipment (attach details as necessary):

Owner: SASOF TR-25 AVIATION IRELAND LIMITED By: Apollo Aviation Management Limited, attorney-in-fact	Consignee: GA TELESIS (UK) LIMITED
By Title	By Title

SASOF TR-25 AVIATION IRELAND LIMITED – GAT Parts Consignment Agreement

Form	of Sc	hedule	No.	
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This is to confirm that pursuant to the Parts Consignment Agreement by and between SASOF TR-25 Aviation Ireland Limited ("OWNER") and GA Telesis (UK) Limited ("CONSIGNEE"), on January 23, 2012, OWNER has delivered, and CONSIGNEE has accepted possession and control of, the Equipment as described in this Schedule. CONSIGNEE agrees that it shall arrange for the storage of the Equipment immediately upon delivery but shall not initiate or arrange for disassembly of any of the Equipment until advised in writing to do so by OWNER.

Equipment	Equipment	Serial Number	Agreed
Manufacturer	Model		Value

To: INV 310 Limited c/o Maples FS Limited P.O. Box 1093 Queensgate House Grand Cayman, KYI – 1102 Cayman Islands

Date: 21 November 2011

Dear Sirs,

Termination of lease of one (1) EJL

Aircraft with

and reg VT-

We refer to a lease agreement made between INV 310 Limited as Lessor and Air India Limited as Lessee in respect of one (1) (the "Aircraft") dated 28 March 2007 (the "Lease Agreement"). Terms and expressions used herein shall, unless otherwise defined, bear the same meaning as in the Lease Agreement.

In accordance with clause 4.6 (Voluntary Termination) of the Lease Agreement, we, as Lessee, give notice to terminate the lease on 3/1/2011. Pursuant to clause 4.6.2 of the Lease Agreement, we, as Lessee, are obliged to pay the Agreed Value in order to terminate the lease and at such time, all of the Lessor's rights, title and interest in and to the Aircraft shall be transferred to the Lessee. We hereby request that, by its acknowledgement of this letter, Lessor agrees to waive the requirement for the date of termination of the lease to be a Rent Date not less than 90 days after the date of this letter.

For the avoidance of doubt, clause 12.2 (*Duration*) of the Lease Agreement shall continue to apply following the termination of the Lease Agreement pursuant to this letter.

Yours faithfully,
Air India Limited as Lessee
1 Robert
Name: S. Rotkar
Agreed and acknowledged by INV 310 Limited as Lessor
Name:

Yours faithfully,
Air India Limited as Lessee
Name:
Annual color to the special co
Agreed and acknowledged by INV 310 Limited as Lessor
V. Ashwath
Name: ASHWATH VENKATARAMANI
ATTORNEY - IN - FACT

SASOF TR-25 AVIATION IRELAND LIMITED – GAT Equipment Schedule No. 3 Dated as of October 19, 2012

Description of Equipment (attach details as necessary):

Owner:	Consignee:
SASOF TR-25 AVIATION IRELAND	GA TELESIS (UK) LIMITED
LIMATED	
By: Apollo Aviation Management Limited,	
atyorney-in-fact	
Che De mil	150
By: Gerard Butler	By flere // h. C.
	Name: Abdol Moabery
Title: Director	Title: Director

SASOF TR-25 AVIATION IRELAND LIMITED – GAT Parts Consignment Agreement

Equipment Schedule No. 3 (this "Schedule")

This is to confirm that pursuant to the Parts Consignment Agreement by and between SASOF TR-25 Aviation Ireland Limited ("OWNER") and GA Telesis (UK) Limited ("CONSIGNEE"), on January 23, 2012, OWNER has delivered, and CONSIGNEE has accepted possession and control of, the Equipment as described in this Schedule. CONSIGNEE agrees that it shall arrange for the storage of the Equipment immediately upon delivery but shall not initiate or arrange for disassembly of any of the Equipment until advised in writing to do so by OWNER.

Equipment	Equipment	Serial Number	Agreed
Manufacturer	Model		Value
General Electric	CF6-80C2A2	690283	