



March 6, 2009

To Whom It May Concern:

Reference:

- (1) A310 MSN 598 Reg VT-EVW
- (2) CF680C2-A2 ESN 695457 and 695458
- (3) APU S/N P-1137

This letter is to certify that the above referenced Aircraft, Engines, APU and their associated components were operated by Air India. During that period of operation, they were not involved in any accident / incident or subjected to severe impact, stress, heat or fire. We also certify that Aircraft, Engines, APU and their associated components were not operated by governmental or military entities, no part which may have been installed during operation have been acquired from any government or military source. The engines have not been immersed in salt water or otherwise exposed to corrosive agents outside normal operation.

The engines were exclusively operated at CF680C2 A2 or B1 thrust under PMC configuration and never been subject to FADEC

Sincerely,

डी. बी. कदम/D. B. KADAM  
सहायक महाप्रबंधक / Asst. Gen. Manager  
गुणवत्ता नियंत्रण (ओ. ए. पी.)/Quality Control (OAP)  
नेशनल एविएशन कंपनी ऑफ इंडिया लिमिटेड  
National Aviation Company of India Limited



March 6, 2009

**To Whom It May Concern:**

Reference:

- (1) A310 MSN 598 Reg VT-EVW
- (2) CF680C2-A2 ESN 695457 and 695458
- (3) APU S/N P-1137

This letter is to certify that Air India accomplished a ferry flight of the above referenced Aircraft, Engines and APU.

The Ferry Flight was from Mumbai (BOM) to Kemble Airport, England (EGBP) via Dammam (DMM) on March 05, 2009

Ferry Flight Total Hours: 10:34

Ferry Flight Total Cycles: 2

During the ferry flight the above referenced Aircraft / engines / APU were not involved in any accident / incident neither were they subjected to severe impact, stress or fire, and were not operated by any government or military agency. Engines were operated in PMC mode with normal CF680C2-A2 thrust rating

Sincerely

Kumar Ganesan  
Dy. General Manager- Engg  
Quality Control -(OAP)



March 6, 2009

To Whom It May Concern:

Reference:

- (1) A310 MSN 598 Reg VT-EVW
- (2) CF680C2-A2 ESN 695457 and 695458
- (3) APU S/N P-1137

This letter is to certify that Air India accomplish the Test flight for the above referenced Aircraft, engines and APU.

Test Flight was performed at Mumbai Airport (BOM) on Feb 23, 2009

Test Flight Total Hours: 01:48

Test Flight Total Cycle: 01

During the ferry flight the above referenced Aircraft / engines / APU were not involved in any accident / incident or subjected to severe impact, stress or fire, and were not operated by any government or military source. Engines operated under PMC configuration as CF680C2-A2 thrust rating

Sincerely,

डी. बी. कदम/D. B. KADAM  
सहायक महाप्रबंधक / Asst. Gen. Manager  
गुणवत्ता नियंत्रण (ओ. ए. पी.) / Quality Control (OAP)  
नेशनल एविएशन कंपनी ऑफ इंडिया लिमिटेड  
National Aviation Company of India Limited

ओल्ड एयरपोर्ट, कालिना, सांतक्रुस (पूर्व), मुंबई - 400 029. इंडिया. फोन : 2626 5555  
Old Airport, Kalina, Santacruz (East), Mumbai - 400 029. India. Tel.: 2626 5555

रजिस्टर्ड कार्यालय : नेशनल एविएशन कंपनी ऑफ इंडिया लि., एयरलाइन्स हाउस, 113, गुरुद्वारा राकबगंज रोड, नई दिल्ली - 110 001. इंडिया. फोन : 2342 2000  
Regd. Office : National Aviation Company of India Ltd., Airlines House, 113, Gurudwara Rakabganj Rd., New Delhi - 110 001, India. Tel.: 2342 2000  
www.airindia.in

## CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of December 19, 2008, by and between Osprey Aircraft Leasing Limited (Five), a limited liability company organized under the laws of the Cayman Islands ("Consignor") and GA Telesis, LLC, a Delaware limited liability company ("Consignee").

### BACKGROUND

Consignor is the owner of the Aircraft specified on Schedule A (the "Airframe") including those parts and components thereof which are specified in any component list attached thereto (each Airframe collectively shall be referred to as the "Aircraft"). Except as otherwise expressly specified on Schedule A, the Airframes, 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 with the Aircraft ("Parts") 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 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 best 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."

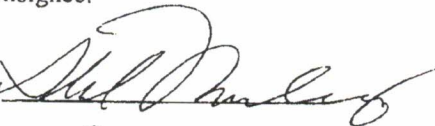
2. Delivery. Consignee will take possession of each Aircraft at 5400 NW 35<sup>th</sup> Ave., Ft. Lauderdale, FL 33309 (the "Delivery Location") on one or more dates specified on Schedule A (each a "Delivery Date"). If the Delivery Location is other than the Consignee's Facility (as specified in Section A.4 hereof), Consignee will be responsible for arranging for shipment of the Consigned Goods from the Delivery Location to Consignee's Facility as hereinafter specified at Consignee's sole cost and expense and shall be reimbursed pursuant to Section B. 2 herein. Notwithstanding anything to the contrary contained in this Agreement, for purposes of the Uniform Commercial Code as

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

Consignor:

By   
Title for INTEGRA LIMITED  
Director

Consignee:

By   
Title CEO



SCHEDULE A  
TO CONSIGNMENT AGREEMENT

<u>Aircraft Serial Number</u>	<u>Aircraft Model</u>
598	Airbus A310-304

<u>Engine Serial Number</u>	<u>Engine Model</u>
695457	General Electric CF6-80C2A2
695458	General Electric CF6-80C2A2

## Operating Lease Extension Agreement

Dated 14<sup>th</sup> SEPT. 2005

Between

- (1) Osprey Aircraft Leasing Limited (Five), a company organised and existing under the laws of the Cayman Islands whose registered office is at M&C Corporate Services Limited, PO Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands (the Lessor); and
- (2) Air India Limited, a company organised and existing under the laws of India whose registered office is at Hansalaya Building, 5<sup>th</sup> Floor, Barakhamba Road, New Delhi - 110001, India (the Lessee).

It is agreed:

### 1 Definitions and Interpretation

In this Agreement capitalised words and expressions have the meanings set out in Schedule 1. Some notes to help interpretation of this Agreement are also set out in Schedule 1.

### 2 Agreement to Lease

- 2.1 The Lessor and the Lessee acknowledge that the Lessee has been leasing the Aircraft from the Lessor pursuant to the Original Lease and the Lessee is, on the date hereof, in possession of the Aircraft. Subject to the terms of this Agreement, the Lessor agrees to continue to lease the Aircraft to the Lessee and the Lessee agrees to continue to take the Aircraft on lease from the Delivery Date until the Expiry Date. This Agreement is effective on the date that it is signed but the Lessor will have no obligation to continue to lease the Aircraft to the Lessee unless the Lessee has performed all the actions and the Lessor has received each of the documents and evidence listed in Schedule 3 on or before the Delivery Date (or other date stated in this Agreement) in a form satisfactory to the Lessor and (b) the Lessee shall have no obligation to continue to lease the Aircraft unless the Lessee has received each of the documents and evidence listed in Schedule 3 Part 2.
- 2.2 The Lessor will not have to continue to lease the Aircraft to the Lessee if, on the Delivery Date, a Default has occurred and is continuing or will occur as a result of continuing to lease the Aircraft to Lessee.
- 2.3 The Lessor will not be responsible for any delay in the continuation of the leasing of the Aircraft if the Lessee fails to satisfy all its obligations listed in Schedule 3 on the required date.
- 2.4 If the Lessor continues the leasing the Aircraft to the Lessee:
  - (a) even though it has not received all the documents and evidence referred to in Clause 2.1 on or prior to the date specified; or
  - (b) whilst a Default is continuing,
 the Lessor may defer any of the obligations of the Lessee listed in Schedule 3 on specific conditions and at the Lessor's sole discretion.

**Schedule 2 – Part 1 – Aircraft Details**

Manufacturer : Airbus  
Model : A310-304  
MSN : 598

Current

Registration : VT-EWW

Engine Model : General Electric CF6-80C2A2

Engine Serial : 695457 and 695458

Numbers :

APU Model : Garrett GTCP331-250H

APU Serial Number : P-138C

MTOW : 157T

MZFW : 114T

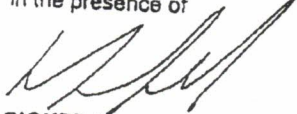
MLW : 124T

Seating Layout : 21J / 183Y = 204 seats mixed class



IN WITNESS WHEREOF the parties hereto have executed this Agreement the date first herein written.

SIGNED by  
for and on behalf of  
**OSPREY AIRCRAFT LEASING LIMITED (FIVE)**  
in the presence of




SIGNED by  
for and on behalf of  
**National Aviation Company of India Limited**  
in the presence of



  
for: **INTEGRA LIMITED**  
Director

Mr. K. D. Row  
Regional Manager - UK/Ireland  
Air India

  
NEENA SADANAND  
Flat 3 Clarendons  
Lady Margaret Road  
Sunningdale SL5 9QH  
Secretary

## BILL OF SALE

AIRBUS FINANCIAL SERVICES (the Seller) a company incorporated and existing under the laws of Ireland is the owner of the title to the following airframe (the Airframe), the attached engine as specified (the Engine) and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, incorporated therein, installed thereon or attached thereto on the date hereof (the Parts):

**MANUFACTURER OF AIRFRAME:**

AIRBUS

**MANUFACTURER OF ENGINE:**

GE AIRCRAFT ENGINES

**MODEL**

A310-304

**MODEL**

CF6-80C2A2

**SERIAL NUMBER**

598

**SERIAL NUMBER**

L/H: 695457

R/H: 695458

**REGISTRATION MARKS** VT-EWW

The Airframe, Engine and Parts are hereafter together referred to as the Aircraft.

The Seller does this 21st day of December 2004, sell, transfer and deliver all of its above described rights, title and interest to the Aircraft to the following company forever, said Aircraft to be the property thereof.

**OSPREY AIRCRAFT LEASING LIMITED (FIVE) (the Lessor)**

The Seller hereby warrants to the Lessor that it has on the date hereof full legal and beneficial title to the Aircraft free and clear of all Security Interests (other than Permitted Liens), as such terms are defined in an aircraft purchase agreement between Osprey Aircraft Leasing Limited (Five) and Airbus Financial Services dated 8 July 2004, and that the Seller will warrant and defend such title forever against all claims and demands.

This Bill of Sale is and shall be governed by and construed in accordance with the laws of England.

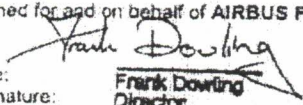
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this 21st day of December 2004.

Signed for and on behalf of AIRBUS FINANCIAL SERVICES

By:

Title:

Signature:

  
Frank Dowling  
Director

## ACCEPTANCE CERTIFICATE

This Acceptance Certificate relates to the operating lease agreement (the "**Agreement**") dated 9 September, 2002, and made between Airbus Financial Services (the "**Lessor**"), and Air India Limited (the "**Lessee**") in respect of the A310-304 aircraft with manufacturer's serial number 598, registration mark VT-EVW and having two (2) GE CF6-80C2A2 Engines with serial numbers 695-458 and 695-457 (as more particularly described in the Agreement as the Aircraft).

Unless otherwise defined in this certificate, capitalised words and expressions used in this certificate shall have the same meanings as given to them in the Agreement.

1. The Aircraft has been delivered to us together with its Aircraft Documents on the 22<sup>nd</sup> day of December, 2002. Delivery took place on that date at Marseille-Marignane at 09:00 hours.
2. In accordance with the terms of a Predelivery letter agreement relating to engines made between the Lessor and the Lessee and dated 20<sup>th</sup> December, 2002 (the "Engine Agreement"), the Aircraft has been delivered to us with the Engine serial number 695-458 installed but with a GE CF6-80C2A2 engine bearing serial number 640-140 ( the "Spare Engine") installed in place of the Engine serial number 695-457. We have inspected the Spare Engine and confirm that it complies with the conditions set out in the Engine Agreement.
3. We confirm that the Aircraft and the Spare Engine meets all of the requirements necessary for us to accept Delivery of them and that the Lessor has fully performed all of its obligations under the Agreement and the Engine Agreement with respect to that Delivery, except as detailed in the commitment letter attached to this Acceptance Certificate. We acknowledge that the Aircraft has been delivered to us "as-is where-is" with the Spare Engine installed.
4. At Delivery the Aircraft had fuel on board, charged to Lessee's account.
5. Other statistics evidencing the condition of the Aircraft at Delivery (including Flight Hours and Cycles) are attached.
6. The Lessee confirms to the Lessor that, as at the time indicated above, being the Delivery Date:
  - (a) the representations and warranties contained in clause 3 of the Agreement remain and are true;
  - (b) the Aircraft is insured as required by the Agreement; and
  - (c) the Aircraft is accepted for all purposes of the Agreement.

Signed: D. K. Singhal

Name (capitals): D. K. SINGHAL

Title: DX. C.M. (ENGG.) 22 DEC, 2002

duly authorised for and on behalf of **Air India Limited**

We hereby acknowledge and accept the above

Signed: Peter Bennett

Name (capitals): Peter Bennett

Title: ATTORNEY - IN - FACT

duly authorised for and on behalf of **Airbus Financial Services**

PS

A