



January 29<sup>th</sup> 2009

To Whom It May Concern:

Reference:

- (1) Airbus A310-300 MSN 695 Registration: VT-EVX
- (2) GE CF6-80C2 A2 Engine Serial Number 695633, 695458
- (3) GTCP APU Serial Number P-1137

This letter is to certify that the above referenced Aircraft, Engines, APU and their associated components were in operation with NACIL (Air India) from 24 Dec 02 to 29 Jan 2009. The current aircraft TSN: 45889 FH CSN: 14809 FC.

During this period of operation, they were not involved in any accident / incident or subjected to severe impact, stress, heat or fire.

During this period of operation, we also certify that the Aircraft, Engines, APU, and their associated components were not operated by governmental or military entities, nor have any parts which may have been installed during operation been acquired from any government or military source.

During this period of operation, the engines have not been immersed in salt water or otherwise exposed to corrosive agents outside normal operation.

Sincerely,  
for N A C I L

**R.S.Rath**  
Quality Control Manager



February 26, 2009

GA Telesis LLC  
5400 NW 35TH AVE  
Building 16  
FT. LAUDERDALE, FL 33309

**To Whom It May Concern:**

**Reference:**

- (1) AIRBUS A310-304/ MSN 695/ Registration: VT-EVX
- (2) GE CF6-80C2A2 Engine Serial Number 695633 AND 695458
- (3) APU Serial Number P-1137

This letter is to certify that Air India had accomplished the ferry flight for the above referenced Aircraft, engines and APU on 30 January 2009 from Mumbai (BOM) to Kemble Airport England (EGBP).

Ferry Flight Total Hours: 10 HRS 40 MIN

Ferry Flight Total Cycle: 2 CYCLES

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 were operated under PMC configuration as GE CF6-80C2A2 thrust rating.

Sincerely,

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL MANOJ KUMAR GANESAN  
BY GENERAL MANOJ KUMAR GANESAN (Q.C.)  
MANOJ KUMAR GANESAN AIR INDIA LTD.

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

रेजिस्टर्ड कार्यालय : नेशनल एविएशन कंपनी ऑफ इंडिया लि., एअरलाइन्स हाउस, 113, गुरुद्वारा राकाबगंज 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



March 6, 2009

To Whom It May Concern:

Reference:

- (1) A310 MSN 695 Reg VT-EVX
- (2) CF680C2-A2 ESN 695633 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 Jan 27, 2009

Test Flight Total Hours: 011.03

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,

डॉ. बी. कदम / D. B. KADAM  
मानव संसाधन प्रबंधक / Asst. Genl. Manager  
मानव संसाधन (सी. ई. एम.) / Asst. General Manager (C.E.M.),  
नेशनल एविएशन कंपनी ऑफ इंडिया लिमिटेड  
National Aviation Company of India Limited

ओल्ड एअरपोर्ट, कालिना, सांताक्रुज (पूर्व), मुंबई - 400 029. इंडिया. फोन : 2626 5555  
Old Airpot, Kalina, Santacruz (East), Mumbai - 400 029. India. Tel.: 2626 5555

रजिस्टर्ड कार्यालय : नेशनल एविएशन कंपनी ऑफ इंडिया लि., एअरलाइन्स हाउस, 113, गुरुद्वारा रकबगंज 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



25<sup>th</sup> February, 2009

**TO WHOMSOEVER IT MAY CONCERN**

**STATEMENT**

The CF6 80C2 A2 Engine Serial No. 695-633, was operated by AIR-INDIA since TSN/CSN : 20705/7934. TSN/CSN as on date is 37691/13868.

During the time of operation with AIR INDIA,

1. The engine was not involved in any incident / accident.
2. The subject Engine was not obtained from or operated by any foreign or U.S. Government or Military Source and has not been subjected to severe stress or heat or immersed in salt water (As in a major engine failure, accident or fire).

T.P. Khanna  
Inspector-in-charge  
Engine Overhaul Department

## CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of December 19, 2008, by and between Osprey Aircraft Leasing Limited (Six), 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

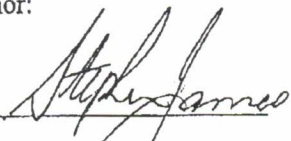
#### A. Engagement: Sales.

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 INTEGRAL LIMITED  
Director

Consignee:

By   
Title CEO

SCHEDULE A  
TO CONSIGNMENT AGREEMENT

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

<u>Engine Serial Number</u>	<u>Engine Model</u>
695640	General Electric CF6-80C2A2
695633	General Electric CF6-80C2A2

# Operating Lease Extension Agreement

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

Between

- (1) Osprey Aircraft Leasing Limited (Six), 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 : 695

Current

Registration : VT-EVX

Engine Model : General Electric CF6-80C2A2

Engine Serial  
Numbers : 695640 and 695633

APU Model : Garrett GTCP331-250H

APU Serial Number : P-1384

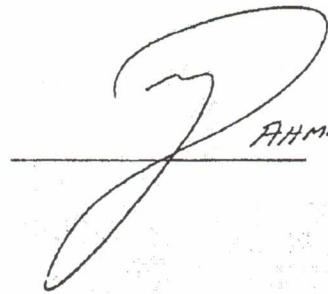
MTOW : 157T

MZFW : 114T


MLW : 124T

Seating Layout : 21J / 179Y = 200 seats mixed class

Signed by  
duly authorised for and  
on behalf of  
Osprey Aircraft Leasing Limited (Six)  
At: KUWAIT

  
AHMAD A. ALZABIH  
DIRECTOR

Signed by  
duly authorised for and  
on behalf of  
Air India Limited, By its Constituted Attorney  
At: KUWAIT

  
MANAGER - KUWAIT COMPANY





## 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**

695

**SERIAL NUMBER**

R/H 695633

**REGISTRATION MARKS** VT-EVX

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 (SIX) (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 (Six) 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.

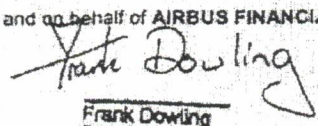
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this 21st day of December 2004.

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 21 August 2002 and made between Airbus Financial Services (the "Lessor"), and Air India Limited (the "Lessee") in respect of the Airbus A310-304 aircraft with manufacturer's serial number 695, registration mark VT-EVX and having two CF6-80C2A2 Engines with serial numbers 695640 and 695633 installed thereon (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.

The Aircraft has been delivered to us together with its Aircraft Documents on the 24<sup>th</sup> day of December 2002. Delivery took place on that date at Aircraft Services Lemwerder, near Bremen, Germany, at 07:00 hours.

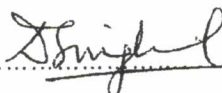
We confirm that the Aircraft meets all of the requirements necessary for us to accept Delivery of it and that the Lessor has fully performed all of its obligations under the Agreement with respect to that Delivery, except as detailed in the commitment letter attached to this Acceptance Certificate. We acknowledge that the Aircraft has been delivered to us "as-is where-is"

At Delivery the Aircraft had 40 T fuel on board.

Other statistics evidencing the condition of the Aircraft at Delivery (including Flight Hours and Cycles) are attached.

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:.....

Name (capitals):.....D. K. SINGHAL

Title:.....DY. GM (ENGG)

duly authorised for and on behalf of Air India Limited

We hereby acknowledge and accept the above

Signed:.....

Name (capitals):.....PETER BENNETT

Title:.....ATTORNEY-IN-FACT

duly authorised for and on behalf of Airbus Financial Services