

26th December, 2008

# TO WHOMSOEVER IT MAY CONCERN

# **STATEMENT**

The CF6 80C2 A2 Engine Serial No. 695-640, was operated by AIR-INDIA since TSN/CSN:23121/6812. TSN/CSN as on date is 37751/12122

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).

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. <u>Sales</u>. 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. <u>Delivery</u>. 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 Millertame

Title\_

for INTEGRA LIMITED

Consignee:

COMBIGNICO.

Title CEO

# SCHEDULE A TO CONSIGNMENT AGREEMENT

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

Engine Serial Number	Engine Model
695640	General Electric CF6-80C2A2
695633	General Electric CF6-80C2A2

# Operating Lease Extension Agreement

Dated 14 th 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.

LLL/45494.00017/7033653.13

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# 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

MZFW

: 157T : 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: Kowan

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

AHMAT) A ALZAZIA DIRECTO-A

MANAGER - KUWAIT & CYPRUS

#### BILL OF SALE

AIRBUS FINANCIAL SERVICES (THE seller) a company incorporated and existing under the laws of tretand is the owner of the title to the following engine as specified (the Engine) and all appliances, components, parts, instruments, accessories, modules and other equipment of any nature, excluding buyer furnished equipment (if any), incorporated therein, installed thereon or attached thereto on the date hereof (the Parts):

MANUFACTURER OF ENGINE:

GE AIRCRAFT ENGINES

MODEL

CF5-80C2A2

SERIAL NUMBER

L'H 695640

The Saller does this 22 day of FERRAMY 2005, sell, transfer and deliver all of its above described rights, title and interest to the Engine and Parts to the following company forever, said Engine and Parts 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 Engine and Parts 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 22 day of FEBRURY 2005.

Signed for and on behalf of AIRBUS FINANCIAL SERVICES

By: Title:

Signature:

JAMES COTTLE

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.

Name (capitals): D. K. SINGHAC

Title: DY. GM (ENGG)

duly authorised for and on behalf of Air India Limited

We hereby acknowledge and accept the above

Signed: It Lewalt

Name (capitals): PETEL BENNETT

Title: ATTIMEY-, N- FACT

duly authorised for and on behalf of Airbus Financial Services

PB