

Original No Accident Statement**QANTAS****No-Accident Statement**

In relation to:

The following aircraft with Australia Registration Mark VH-OEC
(the 'Aircraft'), fitted with the following equipment, and in the current configuration;

Description	Manufacturer	Part number	Serial Number(s)
Airframe	Boeing	747-4H6	24836
Engine	General Electric	CF6-80C2-B1F	702622, 702481, 702140, 702173
Auxiliary Power Unit Model PW901A	Allied Signal	3910001-02	PCE900106
Nose landing gear	Boeing	162U1000-69	BFG2136
Left wing landing gear	Boeing	161U1000-93	5973
Left body landing gear	Boeing	163U1000-47	2392
Right body landing gear	Boeing	163U1000-48	2146
Right wing landing gear	Boeing	161U1000-94	6598

We make the following statements:

1. To the best of our knowledge, while being operated by Qantas Airways Limited ('Qantas'), the Aircraft, and installed equipment in the current configuration:
 - (a) has NOT been involved in an Aircraft Accident (as defined in Annex 13 (Aircraft Accident and Incident Investigation) to the Convention on International Civil Aviation) in which the aircraft received major damage;
 - (b) has NOT been subjected to extreme stress or heat; and
 - (c) has NOT been operated by or obtained from a Government or Military source.
2. The Aircraft have been in storage in Victorville, California, USA since 10 November 2009 (AEST) and therefore has not accumulated any operating hours or cycles since that time.
3. The above information has been derived from the Qantas Engineering Aircraft Records System and reflects the best information available to Qantas.

QANTAS AIRWAYS LIMITED

By Doug Meller
Name: Doug Meller
Title: Manager Airworthiness Review

PARTS CONSIGNMENT AGREEMENT

BY AND BETWEEN

**SASOF TR-29 AVIATION IRELAND LIMITED
("OWNER")**

AND

**GA TELESIS (UK) Limited
("CONSIGNEE")**

April 6, 2011

PARTS CONSIGNMENT AGREEMENT

THIS PARTS CONSIGNMENT AGREEMENT (this “**Agreement**”), made this 6th day of April, 2011, by and between **SASOF TR-29 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 15 Cobham Road, Ferndown, Dorset BH21 7PE, 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:


“**Agreed Value**” means that value for the Equipment as determined by **OWNER** for insurance purposes, as described on the applicable Schedule.

“**Consignment Remuneration**” means for (i) all Engine LLPs sold during the previous month, Thirteen and One-Half Percent (13.5%) of the Net Sales Price of each such Engine LLP, plus VAT arising in connection with such Parts sales, if any and (ii) all other Parts sold during the previous month, Twenty Percent (20%) of the Net Sales Price of each such Part, plus VAT arising in connection with such Parts sales, if any.


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-29 AVIATION IRELAND LIMITED GA TELESIS (UK) LIMITED

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

By: 

Name: William D. Hoffman
Title: Director

By: 
Name: Abdul Moubarek
Title: Director

Bill of Sale

This Bill of Sale is made by:

Qantas Airways Limited ABN 16 009 661 901 ('Seller') as seller under an Aircraft Sale Agreement ('Agreement') dated 3 March 2011 between the Seller and SASOF TR-29 Aviation Ireland Limited ('Purchaser') (together with their respective successors and permitted assigns).

This Bill of Sale relates to the aircraft comprising:

- (a) one Boeing 747-400 aircraft with manufacturer's serial number 24836 and registration number VH-OEC ('Airframe');
- (b) four CF6-80C2-B1F engines bearing manufacturer's serial numbers 702622, 702481, 702140 and 702173 ('Engines');
- (c) all Parts (as defined in the Agreement) installed in or attached to the Airframe or Engines and the Documents (as defined in the Agreement);

(the 'Aircraft').

1. Conveyance

For the consideration referred to in the Agreement, the Seller by this Bill of Sale conveys, transfers and delivers to the Purchaser today the whole of the Seller's title to and ownership of the Aircraft to the Purchaser free and clear of all Third Party Interests (as defined in the Agreement) subject to, in the case of the Documents, the intellectual property interests of the Airframe manufacturer, Engine manufacturer or other party (if any) who may have produced the Documents.

2. Warranty

The Seller warrants to the Purchaser that this Bill of Sale conveys the Seller's full legal and beneficial ownership of and title to the Aircraft to the Purchaser free and clear of all Third Party Interests (as defined in the Agreement) subject to, in the case of the Documents, the intellectual property interests of the Airframe manufacturer, Engine manufacturer or other party (if any) who may have produced the Documents.

This Bill of Sale is delivered by the Seller to the Purchaser in Victorville at **10:00am (Australian Eastern Summer time)** on the **29th day of March 2011**. It is governed by the laws of New South Wales, Australia.

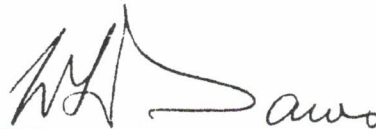
EXECUTED by the Seller as an agreement on **29 March 2011**

Signed for and on behalf of
Qantas Airways Limited
 by its duly authorised representative
 in the presence of:

Signature of witness

MARTIN SCHEMBRI

Name of witness (please print)



Signature of authorised representative

WILLIAM JOHN DAWS

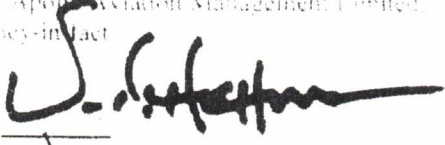

Name of authorised representative

**HEAD OF FLEET PROCUREMENT
 AND TRADING**

Title of authorised representative

SASOF TR-29 AVIATION IRELAND LIMITED – GAT Equipment Schedule No. 2
Dated as of May 20, 2011


Description of Equipment (attach details as necessary):

Owner: SASOF TR-29 AVIATION IRELAND LIMITED By: Apollo Aviation Management Limited, at: my-in fact  By: _____ Title: <u>Director</u>	Consignee: GA TELESIS (UK) LIMITED  By: _____ Title: Director
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SASOF TR-29 AVIATION IRELAND LIMITED –
GAT Parts Consignment Agreement

Schedule No. 2

This is to confirm that pursuant to the Parts Consignment Agreement by and between SASOF TR-29 Aviation Ireland Limited (“**OWNER**”) and GA Telesis (UK) Limited (“**CONSIGNEE**”), dated as of **April 6, 2011**, OWNER has delivered, and CONSIGNEE has accepted possession and control of, the Equipment as described in the attachment to 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.

Engine Manufacturer	Engine Model	Engine Serial Number	Agreed Value
General Electric	CF6-80C2B1F	702173	



Document Number: AAR - SYD - 070 - 11

Date: 10th October 2010

Aircraft Type: B 747 - 4H6

Aircraft Serial Number: 24836

Aircraft Registration: VH - OEC

Subject: No Accident Statement

In relation to:

The following aircraft with Australia Registration Mark VH-OEC, fitted with the following equipment and in the current configuration:

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Qantas Engineering.

2. The Aircraft has been in storage in Victorville / California / USA since 10 November 2009 (AEST) and therefore has not accumulated any operating hours or cycles since that time.
3. The above information has been derived from the Qantas Engineering Aircraft Records System and reflects the best information available to Qantas.
4. This statement is re-issued with an issue date and is based on the attached original issue to show that the intent is the same.

Yours Faithfully,

A handwritten signature in black ink that reads "Doug Meller".

Doug Meller
Mgr Airworthiness Review