

Date: 31<sup>st</sup> July 2010

To Whom It May Concern:

Ref: Engine Model: CFM56-5C3/F ESN: C740294

Gulf Air, represents that to the best of our knowledge the above-referenced engine was last operated by (Gulf Air). Based upon review of the records maintained in the course of our Operation:

The Engine has not been involved in any major Accident / Incident or Engine Fire and was not subject to Extreme Stress or Heat and has not been Operated by or Obtained from any Military or Government Source.

TT: 57531.97 FH

TC: 13322 FC

Signature:

Name: Ashok Kumar Singh

Title: Manager Propulsion

Date: 31<sup>st</sup> July 2010

Signature:

Name: Jamal Abdulrahman Hashim

Title: Director Engineering and Airworthiness

Date: 31<sup>st</sup> July 2010

**PARTS CONSIGNMENT AGREEMENT**

**BY AND BETWEEN**

**SQUADRON LEASING VIII LIMITED  
("OWNER")**

**AND**

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

## **PARTS CONSIGNMENT AGREEMENT**

**THIS PARTS CONSIGNMENT AGREEMENT** (this "Agreement") is made this 29th day of October, 2010 (the "Effective Date"), by and between **SQUADRON LEASING VIII 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 Aircraft, 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 an "Schedule" and together the "Schedules") and desires to offer the Aircraft, 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 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 Equipment 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**

Any law, regulation or act defined in this Agreement shall include each amendment, modification and supplement thereto.

**"Additional Insureds"** has the meaning set forth in Section 7.2.

**"Aircraft"** means one or more aircraft described more specifically on a Schedule (including all available technical records applicable thereto).


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

**"Agreement"** means this Agreement and any exhibits and/or amendments attached hereto.

**"CONSIGNEE Indemnitees"** has the meaning set forth in Section 7.7.

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

SQUADRON LEASING VIII LIMITED

By:   
Name: GERARD J. SMITH  
Title: DEPUTY

GA TELESIS (UK) LIMITED

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

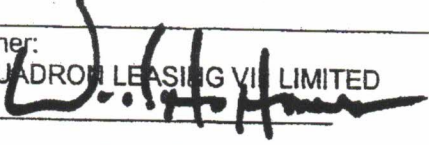

SQUADRON LEASING VIII LIMITED – GAT Consignment Agreement  
Schedule No. 1

This is to confirm that pursuant to the Parts Consignment Agreement by and between Squadron Leasing VIII Limited ("OWNER") and GA Telesis (UK) Limited ("CONSIGNEE"), at the date and time set forth above, OWNER has delivered, and CONSIGNEE has accepted possession and control of, the Equipment as described below at Lufthansa Technik, Manila, Philippines (the "Facility").

Engine Manufacturer	Engine Model	Engine Serial Number	Agreed Value
CFMI	CFM56-5C3	740335	
CFMI	CFM56-5C3	741406	
CFMI	CFM56-5C3	740294 ✓	
CFMI	CFM56-5C3	741541	

SQUADRON LEASING VIII LIMITED – GAT Equipment Schedule No. 1  
Dated as of August 23, 2010

Description of Equipment (attach details as necessary):

Owner: SQUADRON LEASING VII LIMITED By  Title <u>William D. Hoffman</u> Director	Consignee: GA TELESIS (UK) LIMITED By  Title <u>DIRECTOR</u>
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## BILL OF SALE

Know all men by these presents that GULF AIR COMPANY G.S.C. ("Seller"), a company incorporated in the Kingdom of Bahrain, was, at the Transfer Time (as defined below) the owner of full legal and beneficial title to the following airframe ("Airframe") together with the attached engines ("Engines"), all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature incorporated therein, installed thereon or attached thereto at the Transfer Time ("Parts"):

Manufacturer of Airframe:	Airbus	Manufacturer of the Engines:	CFMI
Model:	A340-300	Model:	CFM56-5C3
Manufacturer's Serial No:	103	Serial no.s:	(1) ESN 740294 (2) ESN 740292 (3) ESN 741541 (4) ESN 740285

The Airframe and its associated Engines and Parts are hereafter together referred to as the "Aircraft". The Seller, whose registered office is P.O. Box 138, Manama, Kingdom of Bahrain, confirms that it has this 31<sup>st</sup> day of AUGUST 2010 at 15:40 hours ("Transfer Time") sold, transferred and delivered by physical delivery all of its rights and interest in and to the Aircraft with full title guarantee to the following person and to its successors and assigns forever, the Aircraft to be the property thereof:

Squadron Leasing VIII Limited a limited liability company organized under the laws of the Republic of Ireland whose registered office is at Hambleden House, 19-26 Lower Pembroke Street, Dublin 2, Republic of Ireland (the "Purchaser").

The Seller hereby warrants to the Purchaser, its successors and assigns, that it had, at the Transfer Time, full legal and beneficial title to the Aircraft with full title guarantee free and clear of all Security Interests, as defined in the Sale and Purchase Agreement, (including, without limitation, any mechanic, servicer or supplier liens and any right of any aviation routing or airport authority to retain that Aircraft for non-payment of fees or other changes) whether then asserted or thereafter asserted arising as a result of circumstances or events arising prior to Delivery of the Aircraft and good and lawful right to sell, deliver and transfer such title to the Aircraft to the Purchaser and that there has been conveyed to the Purchaser at the Transfer Time full legal and beneficial title to the Aircraft with full title guarantee, free and clear of any and all Security Interests, (including, without limitation, any mechanic, servicer or supplier liens and any right of any aviation routing or airport authority to retain that Aircraft for non-payment of fees or other changes) whether then asserted or thereafter asserted arising as a result of circumstances or events arising prior to Delivery of the Aircraft and that it will warrant and defend such title forever against all claims and demands whatsoever.

THE AIRCRAFT IS BEING SOLD AND DELIVERED TO THE PURCHASER IN AN AS INSPECTED, "AS IS" AND "WHERE IS" CONDITION, AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN THE SALE AND PURCHASE AGREEMENT, WITHOUT ANY REPRESENTATION, GUARANTEE OR WARRANTY OF THE SELLER EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR OTHERWISE.

This Bill of Sale shall be governed by the laws of England and Wales.

IN WITNESS whereof the undersigned has caused this instrument to be executed by its duly authorised representative this 31<sup>ST</sup> day of AUGUST 2016

GULF AIR COMPANY G.S.C.

By: GRANT MACPHEKION

Title: GENERAL COUNSEL

Signature: 