

Date: 23 Jun 2010

To Whom It May Concern:

Ref: Engine Model: CFM56-5C3/F ESN: 740335

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: 55136FH

TC: 12725FC

Signature:

Name: Ashok Kumar Singh

Title: Manager Propulsion

Date: 23<sup>rd</sup> June 2010

Signature:

Name: Jamal Abdulrahman Hashim

Title: Director Engineering and Airworthiness

Date: 23<sup>rd</sup> June 2010

## 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:	097	Serial no.s:	(1) ESN 741398 (2) ESN 740335 (3) ESN 741405 (4) ESN 740282

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 20<sup>th</sup> day of June 2010 at 16.50 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.

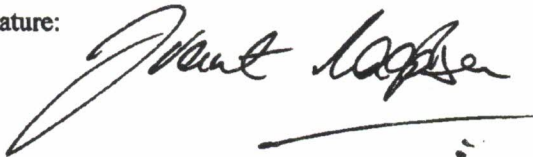
IN WITNESS whereof the undersigned has caused this instrument to be executed by its duly authorised representative this 20<sup>th</sup> day of June 2010

GULF AIR COMPANY G.S.C.

By: GRANT MACAUEGON

Title: GENERAL COUNSEL

Signature:

A handwritten signature in black ink, appearing to read 'Grant MacAuegon', written over a horizontal line.

**PARTS CONSIGNMENT AGREEMENT**

**BY AND BETWEEN**


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

**AND**


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

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 BUTLER  
Title: DIRECTOR

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	