## **MINI PACK**



Model Fan Cowl Assy, RH Engine RH (GE90-115)

**Serial** 000457

**Part number** 314W1086-10

Condition Repaired

**TSN** 44123 **CSN** 4796

**Trace to** Etihad Airways

Tag by Air France

**Tag date** 24 APR 2019

Location Europe

### Additional details For additional details on this unit please <u>contact</u> the AJW Major Assets Team.







# AIRWORTHY CERTIFICATE

## EASA F1

1. Approving Competent Authority/Country 2. AUTHORISED RELEASE CERTIFICATE 3. Form Tracking Number								
	ECTION GENERALE DE	AUTHUI						acking Number de fraçage du formulaire
	IATION CIVILE / FRANCE			risation de Mis				
		EASA F	FORM 1	— Formulaire	1 de l'EA	SA		NUNUUUUUUUUUUUUUUUUUUUU *B3A7951.*
4. Orga	anisation Name and Address		VIR FRANCE	**************************************		######################################	5 Work Or	der/Contract/Invoice
Nom	et adresse de l'organisme	AIRFRANCE #45 rue de P 95747 ROIS	'aris SSY CDG Ce	dex				Commande/Contral/Facture
1		FRANCE					7322	05
6. Item	7. Description		8. Part No	l Numéro de la pièce	9. Qty. / Qté	10. Serial No. / Numéro se	rie	11. Status / Work État / Travaux
1	FAN COWL ASSY, RH ENG RH (GES	0~1158)	314W10	96.10	1			
			OT ANTO	<b>00</b> -10	i i	000457		REPAIRED
12. Rema	fKS	а ал со чут а баши на браба на тра байт общае по также на около и вода на около на около на около на около на около		***************************************		2 		
Oliserv			IOV17					
WORKS		EPAIR ORDER NUMBER T32205 AND CSDR NUMBER 77/71/C00091 R0 CAT.	٨					
		CODE NONDER //////COUDYL RU CAL.	А.					
For work The wor	details, see Work Shop Repor K identified in Block 11 and	t with same number as mentioned described herein has been accomp	in block 3 lichad in	Rosportenza véhi z		•		
in resp	ect to that work, the items a	re approved for return to servic	e under ce	rtificate no. CNF	4 CFR part 4 Y912C.	s and		TCCA CERTIFICATE No897-28
13al Certi Certifie	lies that the items identified above were	manufactured in conformity to:		14a. 🖸 Part-145.A.50			Other regulatio	n specified in block 12
일을 수 없어야 한다.	que los éléments identifiós ci-dessus o				50 <i>Remise en</i> si nése specified in			lation visée à la case 12
	approved design data and are in condition for sa aux données de définition approuvées et sont e	le operation n état de tonctionner en toute sécurité		accoluance with Pan-145	and in respect to th	ial work the items are considered	eady for release to	nibed in block 12, was accomplished in pservice.
	ion-approved design data specified in block 12			Certifie que, sauf dispositie été accomolis conforméro	ons contraires men ent à la Pertie 145	llonnées dans la case 12, les trav el comple lenu de cas longueur	eux indiqués dans	la case 11 el dècrits dans la case 12, ont considèrés comme prêts à être remis en
	aux données de définition non approtivées indiq	s Sector and the sector of the		service.		The form the cost advant,	es diements sont	conskieres comme preis à ette remis en
	rised Signature Ire autorisée	13c. Approval / Authorisation f Numéro de l'agrément / a		14b. Authorised Signa Signature autorise		Tr. 1	4c. Certificate /	Approval Ref. No.
			JICH SCOUT	Ugnature autorist	" WWW	AF		al / d'agrèment
			al na airtean Martainn an an		$\mathcal{N}$	( CONTROLE )	FR.145	.0010
13d. Name	1 Nom	/13e. Date (dd mmm yyyy) / (jj	mmm aaaa)	14d. Name / Nom	1/ t		e. Date (dd mn	nm yyyy) / (j) mmm aaso)
				BENTLE	n RU	•		R2019
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USER / INS	TALLER RESPONSIBILITIES / RESPONSA	BILITES DE L'UTILISATEUR / INSTALLATEUR					ACCORDENCE OF A CONTRACTOR OF A	Кананан каланан каланан калан кал Канан калан кала
This certificate does not automatically constitute authority to install the item(s) Ce certificat ne vaut pas automatiquement automation d'installer le ou les éléments.								
		h regulations of an airworthiness authority differen	nt then the airw	orthinass authority specifie	d in block 1, it is e	asential that the user/installer e	sures that his/he	FaiW01hiness authority accords items
Lorsque l'ul	ilisateur/installateur effectue des travaux con	Comément à la règlementation d'une autorité me	nonsable de la	contains bilities marken marken the		e de la navigabilité indiquée da	is la case t il e	A BERANTIAL AND A SUBJECT OF A CONTRACT OF A
		il relève accepte las éléments approuvés par l'autr lation certification. In all cases aircraft maintenan						
llown. Los mentini	IS Fourant dans los casos 13a al 14a no com	hidupul nas una carificatias d'installation de	un lan com (	r containt an installallan cef	nincation issued in	accordance with the national re	gulations by the t	iser/installer before the oircraft may be
	· · · · · · · · · · · · · · · · · · ·	htuent pas une certification d'installation. Dans to	ous les cas, lo (	iossier d'entrolien de l'aéro	møf dalt contenir i	une certification d'installation dé	ivite conformem	ent aux règlementations nationales par
SA Form 1 MF/145 / Formulaire 1 do FEASA MF/145 - Issue 2 / Edition 2								





# SHOP VISIT

# REPORT

### **Defect and Repair Description**



Informations : CSDR Nur	nber: 77/71/0	C00091	Arrival D	Date : 18/02/2019
Engine Type: GE90-115B	Flight Hou	rs: 44123	Cycles :	4796
SN Component: 000457	1	19803329		
Departure PN Component : 3	14W1086-10		Compiled by : CHE	VAL
Exhibit N° : 1				
	Describe View	Inner skin on	Fan Cowl	A A A A A A A A A A A A A A A A A A A
	Description of the defect :	Dent on inner	skin diameter 3 m/m	
Defect	Repair Description:	Apply repair⊺	№ 14	Repair
	Approval Data	SRM BOEIN	G 777 CHAP 51-70-04	

REV 64 DATED 15-01-19

### **Defect and Repair Description**



Informations : CSDR Nur	mber: 77/71/C00	0091	Arrival Date :	18/02/2019
Engine Type: GE90-115B	Flight Hours :	44123	Cycles : 4796	i
SN Component: 000457	1980	03329		
Departure PN Component : 3	14W1086-10	Compiled	Iby: CHEVAL	
Exhibit N° : 2				
No. of Concession, Name	Describe View Inn	er skin on Fan Cowl		
	Description of We the defect :	ear on carbon		
Defect	<b>Repair</b> App <b>Description</b> :	ply repair N° 1		Repair

#### Approval Data SRM BOEING 777 CHAP 51-70-08 REV 64 DATED 15-01-19

Issue Date : 04/06/2019

Defect and Repair Description Page 2 sur 2



- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C

SECTION 1 : REVISION STATUS					
Revision	Date	Status			



Note for Customer :

- Please refer to Section 4 for Service Bulletins Applicability.
- Please provide decision for each item regarding the proposed repair.



- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

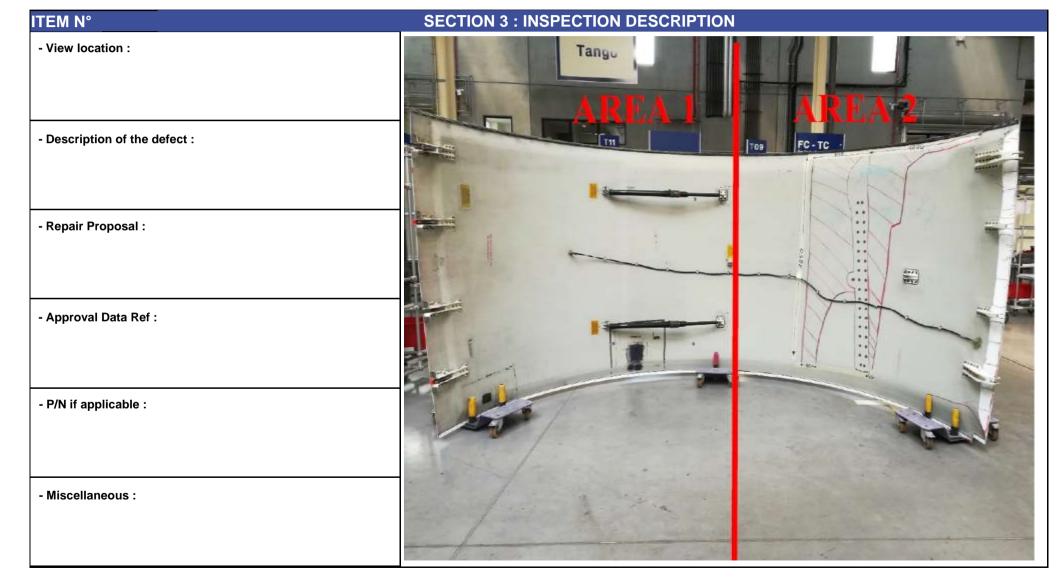
Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C



- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C





- Customer : AJW
- Unit Type :

ITEM N° 1

- View location :

- Customer Repair Order T32205
- S/N Equipment :
- Removal Reason : TSN : 44123 CSN : 4796

000457

## DAMAGE REPORT

**SECTION 3 : INSPECTION DESCRIPTION** 

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C



#### - Description of the defect :

Inner skin on Fan Cowl

Dent on inner skin diameter 3 m/m

#### - Repair Proposal :

Apply repair N° 14

#### - Approval Data Ref :

SRM BOEING 777 CHAP 51-70-04 REV 64 DATED 15-01-19

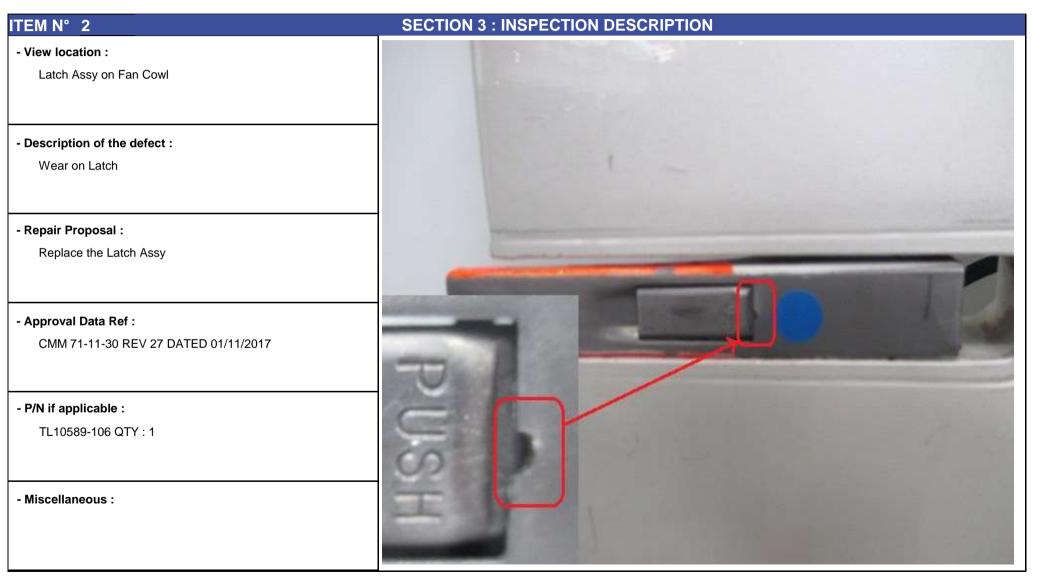
- P/N if applicable :



- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C





- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C

ITEM N° 3	SECTION 3 : INSPECTION DESCRIPTION
- View location : Rubstrip on Fan Cowl	
- Description of the defect : Wear on Rubstrip	
- Repair Proposal : Replace the Rubstrip	
- Approval Data Ref : CMM 71-11-30 REV 27 DATED 01/11/2017	
- P/N if applicable : 314W1504Y7 QTY : 1	
- Miscellaneous :	



- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment :
- Removal Reason : TSN : 44123 CSN : 4796

000457

## DAMAGE REPORT

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C

#### ITEM N°4

#### - View location :

Rubstrip on Fan Cowl

#### - Description of the defect :

Wear on Rubstrip

#### - Repair Proposal :

Replace the Rubstrip

#### - Approval Data Ref :

CMM 71-11-30 REV 27 DATED 01/11/2017

#### - P/N if applicable :

314W1504Y5 QTY : 1





- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C

## ITEM N° 5 **SECTION 3 : INSPECTION DESCRIPTION** - View location : 0001 Upper edge on Fan Cowl - Description of the defect : Crack on Upper edge - Repair Proposal : Apply repair 1 - Approval Data Ref : SRM 77-300 CHAP 51-70-08 REV 64 DATED JAN 15/2019 - P/N if applicable :



- Customer : AJW
- Unit Type :

ITEM N° 6

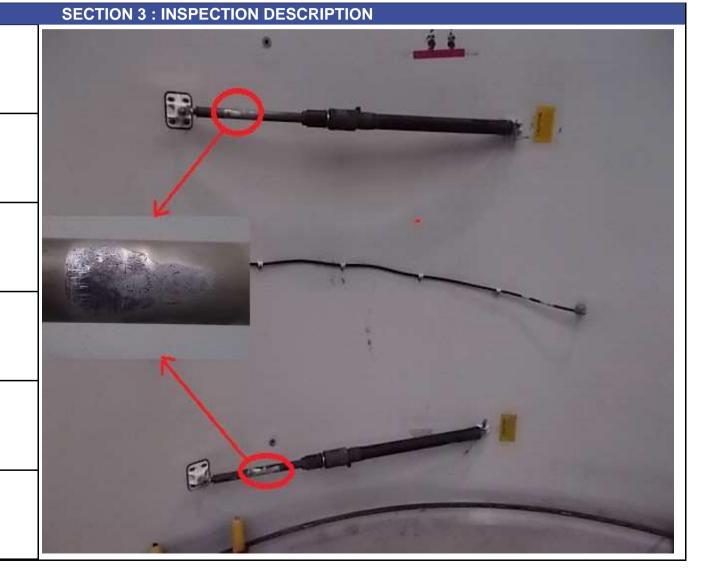
- View location :

- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

## DAMAGE REPORT

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C



- Description of the defect :

Wear on Hold Open Rod

Hold Open Rod on Fan Cowl

#### - Repair Proposal :

Replace the Open Rod (standard exchange)

#### - Approval Data Ref :

NORCO CMM 71-10-52 DATED April 1/1996

- P/N if applicable :

A3396-101 QTY : 2



- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number: 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C





- Customer : AJW
- Unit Type :
- Customer Repair Order T32205
- S/N Equipment : 000457
- Removal Reason : TSN : 44123 CSN : 4796

- Part Number : 314W1086-10
- Engine Type : GE90-115B
- Aircraft Type :
- Report Drawn by : CHEVAL
- RAR : 19803329

Air France Industries Aerostructure HELIOS - Bâtiment 4702 2 à 4 Rue des Deux Soeurs 95700 Roissy en France Repair Station Approved : EASA : FR145.010 FAA : CNFY912-C

#### **SECTION 4 : CUSTOMER APPROVAL**

**Customer approval** 





# NON- INCIDENT STATEMENT



Date: 16 January, 2019 To: Altavair

#### Non Incident / Non Accident Statement - Airframe

Aircraft

Registration	MSN	Туре	TSN	CSN
A6-LRC	36302	B777-200LR	44123:53	4796

To whom it may concern:

During operation by Etihad Airways from 06-Febraury-2014 until 16-January-2019 of the above Aircraft, we hereby confirm that the Aircraft:

- Has not been involved in any accident or serious incident as defined in Chapter 1 of ICAO Annex 13
- Has not been obtained from nor operated by any government or military source.
- Has not been subjected to severe stress or heat outside of normal operation and maintenance.
- Have not been submerged in salt water or otherwise exposed to corrosive agents outside of normal operation and maintenance.

Approved by Najeeb Hassan Ansari B777 Fleet Management Manager +971 2 511 5459 NAnsari@etihad.ae

Prepared by: Renz Estiva Technical Records Officer +971 2 511 5324 REstiva@etihad.ae

P.O. Box: 35566, Abu Dhabi United Arab Emirates Tel: +971 2 511 0000 An Etihad Aviation Group Company From Abu: Dheabi to the world



ص.ب: 35566، أبوظبي الدمـارات العربية المتحدة هـاتف: 5110000 2 971+ إحدي شركاتٍ مجموعة الدتحاد للطيران <mark>من أبوظبيٍ إلى العالـم</mark>

etihad.com





# **AIRLINE TRACE**



Part No: 314W1086-10 Desc: R/H #2 FAN COWL Serial No: 000457 Qty: 1 Notes: 100-0951, 100-0954, 100-1083

As removed from B777 MSN 36302 Registration A6-LRC On 30/01/2019 12:36:33 AS 3



Date: To:

13 January, 2019 Altavair

#### Statement - Time In Service

To whom it may concern:

This is to confirm that the total accumulated hours and cycles, since manufacture, of the Airframe, Engines, APU and Landing Gears are as follows:

#### Aircraft

Registration	MSN	Туре	TSN	CSN	As of Date
A6-LRC	36302	B777-200LR	44123:53	4796	13-Jan-19

#### Engines

Posn	Part Number	Serial Number	TSN	CSN
No.1	GE90-115B1G03	906288	43074:56	4667
No.2	GE90-115B1G03	906428	37502:14	5130

#### APU

Model	Part Number	Serial Number	TSN	CSN
GTCP331-500 (B)	3800550-1	P-2158	8101:00	5606

#### Landing Gears

Posn	Part Number	Serial Number	TSN	CSN
NLG	162W1000-17	MC0631P0610	41218:34	4372
LH MLG	161W1000-43	MC1275P0610	41218:34	4372
RH MLG	161W1000-44	MC1276P0610	41218:34	4372

EVIN WELLESLEY ENGINEER ep.

Approved by: Raza Khan Manager, Technical Records +971 2 511 2613 RKhan@etihad.ae

RECORDS Prepared by Renz Estiva Technical Records Officer +971 2 511

REstiva@etihad.ae

P.O. Box: 35566, Abu Dhabi United Arab Emirates Tel: +971 2 511 0000 An Etihad Aviation Group Company From Abu Dheabi to the world



ص.ب: 35566، أبوظبي الامـارات العربية المتحدة هـاتف: 9710 2 5110000+ إحدى شركات مجموعة الاتحاد للطيران من أبوظبي إلى العالـم

etihad.com

#### ETIHAD AIRWAYS

FLEET ENGINEERING

		OCCM TIME STATUS	
Unit TSN:	44123:53	Unit Name:	A6-LRC
Unit CSN:	4796	Item:	B777-200LR
Unit DSN:	4231	Serial:	36302
Unit MSN:		Status AS AT:	14-Jan-19

114W4140-112

114W4150-111

114W4150-112

114W4160-103

114W4160-106

114W5110-10

SLAT ASSY FINAL NO 11 WINGS ON

SLAT ASSY FINAL NO 5

SLAT NO 6 LE

POSITION NO 10 WING LE

SLAT ASSY FINAL, NO 9

POSITION NO 1 WING LE

57-43

57-43

57-43

57-43

57-43

57-43



000629

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ETHAD

COMP

CSN

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1007

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44123

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44123

44123

44123

44123

SLAT NO 11 LE\_11

SLAT NO 5 LE\_5

SLAT NO 6 LE\_6

SLAT NO 9 LE 9

SLAT NO 14 LE\_14

SLAT NO 10 LE\_10

24-Jul-07

24-Jul-07

24-Jul-07

24-Jul-07

24-Jul-07

24-Jul-07

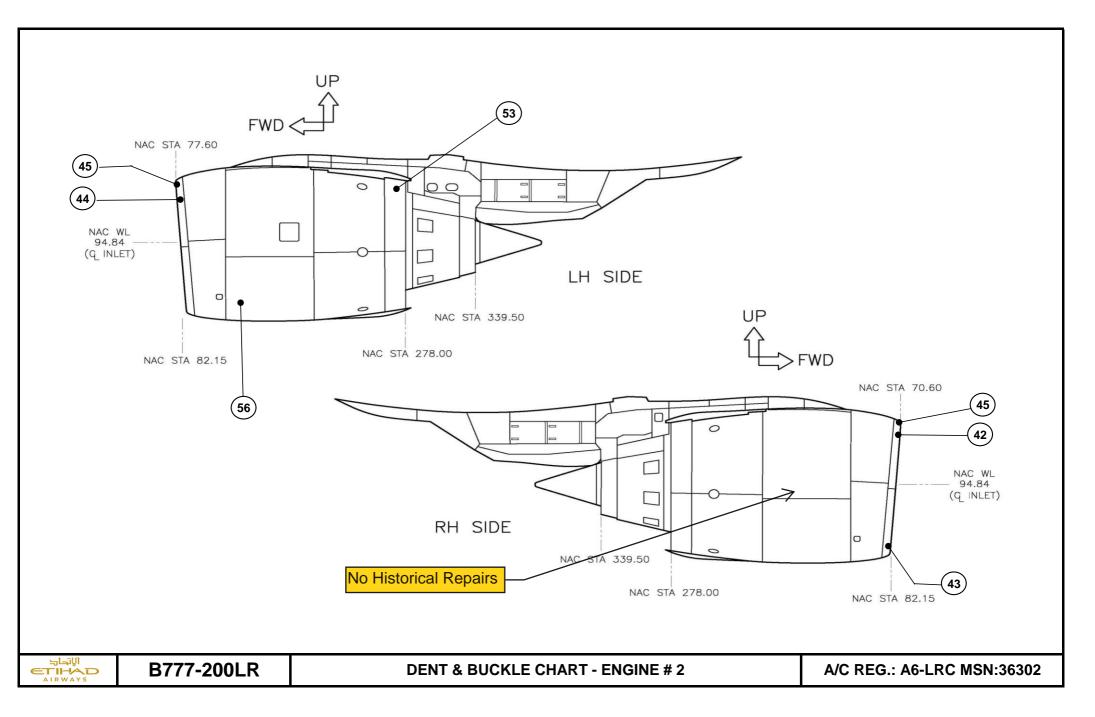
#### Engine Brochure

**Pgm Id/Model #** 777 /237LR

Line Number: 629 Airplane Identification W0629/WD013/W7389

Page 2 Customer AIR INDIA

Zone MPD	Part Number Part Description Vendor Name	Used On/Alt Authority Cage Code/SRC/ATA/LL/PV/AD	Qty	Serial Number	Miscellaneous Location X-Station/Y-BL/Z-Wtr
ZA008 415	315W1298-23 FAN DUCT COWL BOEING CO THE	315W1298/ 81205/SFE/71/ / /	1	ØØØ464	
ZA009 416	315W1298-24 FAN DUCT COWL BOEING CO THE	315W1298/ 81205/SFE/71/ / /	1	ØØØ46Ø	
ZA010 415	<b>1U15Ø9-5</b> SYNC LOCK SMITHS AEROSPACE ACTUATION	315W1660/ 60029/SFE/78/ / /	1	AØØ34316	RH
ZA011 416	<b>1U1509-5</b> SYNC LOCK SMITHS AEROSPACE ACTUATION	315W1660/ 60029/SFE/78/ / /	1	AØØ33619	LH
ZA012 415	<b>1U1527-12</b> RVDT ASSY SMITHS AEROSPACE ACTUATION	315W1660/ 60029/SFE/78/ / /	1	AØØ34147	RH
ZA013 416	<b>1U1527-12</b> RVDT ASSY SMITHS AEROSPACE ACTUATION	315W1660/ 60029/SFE/78/ / /	1	AØØ337Ø6	LH
ZA014 415	<b>1U1554</b> NON-LOCKING ACTR T/R SMITHS AEROSPACE ACTUATION	315W1660/ 60029/SFE/78/ / /	1	AØØ33795	LH
ZA015 416	<b>1U1554</b> NON-LOCKING ACTR T/R SMITHS AEROSPACE ACTUATION	315W1660/ 60029/SFE/78/ / /	1	AØØ34139	RH







# COMMERCIAL

## TRACE



KNOW ALL PERSONS BY THESE PRESENTS;

THAT THE BOEING COMPANY (SELLER), a Delaware corporation whose address is Box 3707, Seattle, Washington, is the owner of the full legal and beneficial title to that certain BOEING MODEL 777-237LR AIRCRAFT (generic airframe model 777-200) manufactured by THE BOEING COMPANY bearing REGISTRATION IDENTIFICATION VT-ALC and MANUFACTURER'S SERIAL NUMBER 36302, together with the two (2) GE90-110B1 series engines (generic engine model GE90-110B1) installed thereon, manufactured by General Electric, bearing MANUFACTURER'S SERIAL NUMBERS 906302 and 906303, respectively, together with all appliances, parts, instruments, appurtenances, accessories, furnishings, or other equipment or property installed on or attached to said aircraft and engines, other than equipment furnished by AIR INDIA LIMITED(BFE).

THAT for and in consideration of the sum of \$1.00 and other valuable consideration SELLER does this <u>7</u> day of JULY, 2007, grant, convey, transfer, bargain and sell, deliver and set over, at Everett, Washington, pursuant and subject to the terms and conditions of Purchase Agreement No. 2997 dated December 30, 2005, all of SELLER'S right, title and interest in and to the above described aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and/or other equipment or property (other than BFE) unto AIR INDIA LIMITED (BUYER), and unto its successors and assigns forever.

THAT SELLER hereby warrants to BUYER, its successors and assigns, that there is hereby conveyed to BUYER on the date hereof, good title to the aforesaid aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and/or other equipment or property (other than BFE), free and clear of all liens, encumbrances and rights of others, and that it will warrant and defend such title forever against all claims and demands whatsoever.

THIS Bill of Sale is delivered by SELLER to BUYER in Everett, Washington, and governed by the law of the State of Washington.

IN WITNESS WHEREOF, SELLER has caused this instrument to be executed by its duly authorized Attorney-In-Fact this 2.7 day of JULY, 2007.

THE BOEING COMPAN By Attorney-In-Fact Title

#### ACKNOWLEDGMENT.

) )ss.

)

STATE OF WASHINGTON

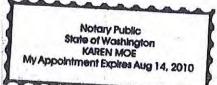
COUNTY OF KING

On this <u>37</u> day of JULY, 2007, S. M. Douglas, known to me, the undersigned (a Notary Public in and for the State of Washington, duly commissioned and sworn), to be the duly authorized Attorney-In-Fact of THE BOEING COMPANY, the corporation that executed the foregoing instrument, to me acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation by authority of their Boards of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal.

aren

KAREN MOE Notary Public in and for the State of Washington, residing at Kirkland, County of King. Commission expiration date: 08/14/10.



#### BILL OF SALE

Know all men by these presents that National Aviation Company of India Limited (the "Seller"), having an office at Old Airport, Santacruz (E), Mumbai 400 029, India, is the owner of the title to the following airframe (the "Airframe"), the engines as specified (the "Engines"), and all appliances, components, parts, instruments, appurtenances, accessories, furnishings, modules and other equipment of any nature incorporated therein, installed thereon or attached thereto on the date hereof and all records, documents and technical manuals related thereto (the "Parts").

#### MANUFACTURER OF AIRFRAME: MANUFACTURER OF ENGINES:

THE BOEING COMPANYGENERAL ELECTRIC COMPANYMODEL:777-200LRMODEL:MANUFACTURER'S SERIALMANUFACTURER'S SERIALNO:36302NOs:906302 and 906303

**REGISTRATION MARK: VT-ALC** 

The Airframe, Engines and Parts are hereafter together referred to as the "Equipment".

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Seller does this  $b^{t}$  day of  $W_{outpute}$  2007 hereby grant, bargain, sell, convey, transfer, set over and deliver all of its rights, title and interest to and in the Equipment to the following entity and to its successors and permitted assigns for its and their use forever:

Golden State Aircraft LLC (the "Buyer")

Rodney Square North

1100 North Market Street

Wilmington, Delaware

19890-0001

The Seller hereby warrants to the Buyer, its successors and permitted assigns that it has on the date hereof good and lawful right to sell, deliver and transfer title to the Equipment to the Buyer and that there is hereby conveyed to the Buyer on the date hereof good, legal and valid

title to the Equipment, free and clear of all claims, charges, Liens (other than Permitted Liens) and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is executed and delivered by Seller to Buyer pursuant to the Sale Agreement dated even date herewith between Seller and Buyer (the "Sale Agreement").

Terms used herein bear the same respective meanings as are ascribed thereto (whether directly or by incorporation therein) in the Sale Agreement.

This Bill of Sale shall in all respects be governed by, and construed in accordance with, the internal laws of the State of New York, United States of America without reference to principles of conflicts of law other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorised representatives this  $06^{t}$  day of Abundus 2007 at  $3.9^{0.4}$  (New York time), at which time the Airframe and the Engine bearing MSN 906302 was located at John F. Kennedy Airport, New York, New York and the Engine bearing MSN 906303 was located in international airspace.

Accepted:

#### qm

#### GOLDEN STATE AIRCRAFT LLC

by Golden State Statutory Trust, its Manager

by Wilmington Trust Company, not in its individual capacity, but solely as trustee

Name:

J. Christopher Murphy Financial Services Officer

Title:

Bill of Sale MSN 36302

NATIONAL AVIATION COMPANY OF INDIA LIMITED

Name: H.J. MEHTAJI

Title: Regional finance & Accounts Manager-USA & CANADA

#### AIRCRAFT BILL OF SALE

#### Date: 5 Sebruary 2014

#### KNOW ALL MEN BY THESE PRESENTS:

THAT GOLDEN STATE AIRCRAFT LLC, a company incorporated and existing under the laws of Delaware (hereinafter referred to as the "Owner") is the legal owner of (a) that one (1) Boeing 777-200LR aircraft bearing manufacturer's serial number 36302 (the "Aircraft"), (b) all appliances, components, parts, instruments, accessories, furnishings, modules, navigational and communications equipment and other equipment and property of whatever nature (other than complete Engines, as hereinafter defined) incorporated in, installed on or attached to the Aircraft on the date hereof (collectively, the "Parts"), (c) two (2) General Electric GE90-110B1L1 engines bearing manufacturer's serial numbers 906275 and 906376 and any and all Parts incorporated in, installed on or attached to such engines on the date hereof (the "Engines") and (d) all logbooks, Aircraft records, books, handbooks, drawings, manuals, flight records, historical, operational and maintenance data for the Aircraft and any other document owned by the Seller in connection with the Aircraft (the "Aircraft Documentation").

**THAT** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant, convey, transfer, bargain and sell, deliver and set over in favour of Etihad Airways P.J.S.C. all of the Owner's right, title and interest in and to the Aircraft, the Engines, the Aircraft Documentation and the Parts and each of its successors and assigns forever.

**THAT** this Bill of Sale is delivered pursuant to the Sale and Purchase Agreement dated 5 December 2013 between Air India Limited and Etihad Airways P.J.S.C. and capitalized terms used herein and not otherwise expressly defined shall have the meanings given such terms (or assigned to them by reference) therein.

THAT the Aircraft, Engines, the Aircraft Documentation and Parts are sold in an "as-is, where-is" condition and without recourse or warranty being given by the Seller (and any and all implied warranties or terms are hereby expressly excluded).

THAT this Bill of Sale shall be governed by and construed in accordance with the laws of England and is executed as a deed and delivered by a duly authorised representative of the Owner on this  $5^{++}$  day of <u>February</u>, 2014, at Abu Dhabi, United Arab Emirates, at which time the Aircraft is located at Abu Dhabi, United Arab Emirates.

**CERTIFIED COPY OF THE ORIGINAL DOCUMENT** CLIFFORD CHANCE L.L.P. Name: NICHOLAS DILOA Position: SENIOR ASSOCIATE Date:\_ Contact Tel. +97156684986

Executed as a deed by

#### **GOLDEN STATE AIRCRAFT LLC**

by Golden State Statutory Trust, as Manager by Wilmington Trust Company, not in its individual capacity but solely as Trustee

Signed by a duly authorised representative for and on behalf of Golden State Aircraft LLC

Steve Barone Assistant Vice President

By its countersignature below, Air India Limited hereby grants, conveys, transfers, bargains and sells, delivers and sets over in favour of Etihad Airways P.J.S.C. all of Air India's right, title and interest in and to the Aircraft, the Engines, the Aircraft Documentation and the Parts and each of its successors and assigns forever and warrants to the Buyer, and its successors and assigns and hereby warrants to the Buyer, and its successors and assigns, that there is hereby conveyed to the Buyer with full title guarantee good and marketable title to the Aircraft, the Engines, the Aircraft Documentation and the Parts and all of the Seller's and all of Air India's right, title and interest in and to the Aircraft, the Engines, the Aircraft Documentation and the Parts and all of the Parts free and clear of all Security Interests.

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Executed as a deed by

#### AIR INDIA LIMITED

Signed by)a duly authorised)representative for and)on behalf of)Air India Limited)

Executed as a deed by

#### GOLDEN STATE AIRCRAFT LLC

by Golden State Statutory Trust, as Manager by Wilmington Trust Company, not in its individual capacity but solely as Trustee

Signed by	)
a duly authorised	)
representative for and	)
on behalf of	)
Golden State Aircraft LLC	)

By its countersignature below, Air India Limited hereby grants, conveys, transfers, bargains and sells, delivers and sets over in favour of Etihad Airways P.J.S.C. all of Air India's right, title and interest in and to the Aircraft, the Engines, the Aircraft Documentation and the Parts and each of its successors and assigns forever and warrants to the Buyer, and its successors and assigns and hereby warrants to the Buyer, and its successors and assigns and hereby warrants to the Buyer, and its successors and assigns, that there is hereby conveyed to the Buyer with full title guarantee good and marketable title to the Aircraft, the Engines, the Aircraft Documentation and the Parts and all of the Seller's and all of Air India's right, title and interest in and to the Aircraft, the Engines, the Aircraft Documentation and the Parts free and clear of all Security Interests.

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Executed as a deed by

#### AIR INDIA LIMITED

Signed by a duly authorised representative for and on behalf of Air India Limited

arjeet Sawhney Manager - Air India Abu Dhabi & Al Ain



#### BILL OF SALE

By this Bill of Sale, ETIHAD AIRWAYS P.J.S.C., (the Seller) for good and valuable consideration (the receipt of which is hereby acknowledged) confirms that pursuant to an aircraft sale and purchase agreement dated \_\_\_\_\_\_\_\_September 2014 (the Aircraft Sale and Purchase Agreement) made between the Seller and UNION 23 LEASING LIMITED (the Buyer), the Seller did sell, grant, transfer and deliver to the Buyer at Abu Dhabi on \_\_\_\_\_\_\_September 2014 at \_\_\_\_\_\_\_ a.m./p.m. (Abu Dhabi time) all its right, title and interest in and to:

- 1. one Boeing 777-200LR aircraft bearing manufacturer's serial number 36302;
- 1. one GE90-115B engine and one GE90-110B engine bearing manufacturer's serial numbers 906275 and 906376;
- 2. all Parts; and
- 3. the Manuals and Technical Records,

(hereinafter referred to as the Aircraft),

and hereby conveys, transfers, sells and delivers with full title guarantee to the Buyer such title to the Aircraft and all its right, title and interest in and to the Aircraft free and clear of any Security Interests, other than Permitted Security Interests and the Seller hereby agrees to warrant and defend such title forever against all claims and demands whatsoever.

In this Bill of Sale, words and expressions defined in the Aircraft Sale and Purchase Agreement (whether defined therein or incorporated by reference) will bear the same respective meanings unless otherwise defined herein.

This Bill of Sale is governed and construed in accordance with English law.

**IN WITNESS** whereof, the Seller has caused this Bill of Sale to be duly executed and delivered as a deed this  $\sqrt{3}$  day of September 2014.

SIGNED, SEALED and DELIVERED as a deed by JAMES RIGNEY

as lawful attorney for and in the name of

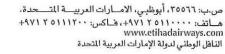
#### ETIHAD AIRWAYS P.J.S.C.

in the presence of: Witness' signature: Witness' name: AJAI RAMAKRISHNAN Witness' Address: ETIHAD AIRWAYS P.J.S.C,

ABU DHABI

P.O. Box: 35566, Abu Dhabi, United Arab Emirates Tel: +971 2 5110000, Fax: +971 2 5111200, www.etiho033995.0000032 BK:29082066.2 National Airline of the United Arab Emirates





#### **BILL OF SALE**

By this Bill of Sale, UNION 23 LEASING LIMITED (the Seller) hereby confirms that the Seller grants, transfers and delivers to ETIHAD AIRWAYS P.J.S.C. (the Buyer) at Abu Dhabi on <u>1 October</u> 2018 at <u>4:13</u> a.m./p.m. (Abu Dhabi time) all its right, title and interest in and to:

- 1. one Boeing 777-200LR aircraft bearing manufacturer's serial number 36302;
- one GE90 115B engine and one GE90 110B engine bearing manufacturer's serial numbers 906275 and 906376;
- 3. all Parts; and
- 4. the Manuals and Technical Records,

(hereinafter referred to as the Aircraft), as originally granted, transferred and delivered to the Seller pursuant to an aircraft sale and purchase agreement dated 23 September 2014 (the Aircraft Sale and Purchase Agreement),

and hereby conveys, transfers, sells and delivers with full title guarantee to the Buyer such title to the Aircraft and all its right, title and interest in and to the Aircraft free and clear of all liens, claims, charges encumbrances and rights of others and the Seller hereby agrees to warrant and defend such title forever against all claims and demands whatsoever.

In this Bill of Sale, words and expressions defined in the Aircraft Sale and Purchase Agreement (whether defined therein or incorporated by reference) will bear the same respective meanings unless otherwise defined herein.

This Bill of Sale is governed and construed in accordance with English law.

IN WITNESS whereof, the Seller has caused this Bill of Sale to be duly executed and delivered as a deed this <u>1st</u> day of <u>October</u> 2018

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SIGNED, SEALED and DELIVERED as a deed by

as authorised signatory for and in the name of

John Curran Director

**UNION 23 LEASING LIMITED** 

in the presence of: Witness' signature: Witness' name: Witness' Address:

Michael Byrne Unit C1407 Level 14, Burj Daman DIFC PO Box 506734, Dubai United Arab Emirates

#### Bill of Sale – MSN 36302 Airframe

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Etihad Airways PJSC ("Seller"), owner of the full legal and beneficial title to the aircraft airframe, equipment and documents described below (hereinafter referred to as the "Airframe"):

- 1 one (1) Boeing 777-200LR airframe bearing manufacturer's serial number 36302;
- 2 all equipment, accessories and parts belonging to, installed in or appurtenant to such aircraft airframe; and
- 3 the Aircraft Documents (as defined below),

does hereby sell, grant, transfer and deliver all its right, title and interest in and to the Airframe to SFTS EY-777 Airframes, LP ("**Purchaser**"), with full title guarantee to have and to hold the Airframe forever. Seller hereby warrants to Purchaser, and its successors and assigns, that it is the legal and beneficial owner of the Airframe, that there is hereby conveyed to Purchaser full legal and beneficial good and marketable title to the Airframe free and clear of any Security Interests (as defined below), and that it will forever defend such title against any and all such non-permitted claims and demands whatsoever.

The terms "Aircraft Documents" and "Security Interests" shall have the following meanings in this Bill of Sale as such terms relate to the Airframe:

Aircraft Documents means all records, logs, manuals, technical data, tags and other documents in respect of the specification, maintenance, modification and repair of the Airframe whether printed on paper or stored on any disk or electronic medium, and in the case of the latter includes any software not generally available to Purchaser and necessary to store and retrieve such data; and

**Security Interest** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement, or security interest of any kind or other agreement or arrangement having the effect of conferring security (including title transfer and/or retention arrangements having a similar effect).

This Bill of Sale is governed by, and shall be construed in accordance with, the laws of England.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as a deed and

delivered this <u>16</u> day of <u>January</u> 2019, while the Airframe was located at Kemble, UK , at 10:06 AM local time.



EXECUTED as a DEED and DELIVERED for and on behalf of Etihad Airways PJSC by

#### ANDRON SISHER

being persons who, in accordance with the laws of its jurisdiction of incorporation, are duly authorized to execute this deed on its behalf



in the presence of Witness Signature: Witness Signature: Witness Name: DUVER WINDE Witness Occupation: HEAD FLEET PLOJECTS Witness Address: ETIHAD AIRWAYS, NEW AIRPORT RD. Foreign Seller KHALIFA CITY, ABU DHABI, UAE



#### Bill of Sale

By this Bill of Sale, SFTS EY-777 Airframes, LP (the "Seller") does hereby sell, grant and transfer to A J Walter Aviation Limited (the "Buyer") free and clear of any and all Security created by the Seller, in accordance with the terms of an Airframe Sale Agreement dated 7 September 2018 (the "Sale Agreement") and made between the Seller and the Buyer, all its rights, title and interest in and to:

1. one (1) Boeing 777-200LR airframe with manufacturer's serial number 36302;

- 2. all equipment, accessories and Parts belonging to, installed in or appurtenant to such airframe to the extent title thereto is vested in the Seller on the Delivery Date; and
- 3. the Technical Records,

(the "Airframe") whilst the Airframe is located at Kemble, United Kingdom at 2.07 pc (local hime)

The Airframe is sold "as is where is" to the Buyer for good and valuable consideration, receipt of which is hereby acknowledged by the Seller.

The Seller hereby warrants to the Buyer, its successors and assigns that the Seller has conveyed to the Buyer, subject to and in accordance with the provisions of the Sale Agreement, good marketable title to the Airframe free and clear of all Security and the Seller agrees with the Buyer and its successors and assigns that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

Capitalised terms used but not defined herein shall have the meanings given to them in the Sale Agreement.

This Bill of Sale and any non-contractual obligations arising out of or in connection with it are governed by English law.

Dated the  $16^{11}$  day of January 2019

**IN WITNESS WHEREOF** SFTS EY-777 Airframes, LP by its duly authorised representative, executed this Bill of Sale.

Timothy D. A. O'Hara **Vice President** 

For and on behalf of

SFTS EY-777 Airframes, LP (by Shooting for the Stars VII, LLC, its general partner)