MINI PACK



Model Antenna broadband aura

Serial LE0108

Part number RD-NB2111-02

Condition REPAIRED

TSR 0 CSR 0 TSN 14,571 CSN 1,297

Trace to Etihad (Last operator)

Tag by Panasonic

Tag date 06/SEP/2019

Location

AJW Group The Headquarters, Maydwell Avenue, Slinfold, West Sussex, RH13 0AS, United Kingdom

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







AIRWORTHY

CERTIFICATE/FORM

1. Approving Civil Aviat	3. Form Tracking Number:								
54441-11-10-11			THORIZED RELEASE A Form 8130-3, AIRWORTHINESS	 Constant Constant Arrists in Constant Constant 	ARC0011955				
4. O									
4. Organization Name						5. Work Order / Contract / Invoice Number:			
Panasonic Avionics C 26200 Enterprise Way	10012618 PO Nbr: T32931								
Lake Forest, CA 9263									
6. Item:	7. Description:		8. Part Number:	9. Quantity: 10. Serial Number:		11. Status/Work:			
1	ANTENNA, BROAD	BAND, AURA LE	RD-NB2111-02	1	LE0108	Repaired			
12. Remarks:									
ADNB2111-02-44- DTD 23-MAY-2016 AND SCREWS FO DAMAGED, REPL SHIELD ON SEMF PERFORMED RX PERFORMED FIN MOD Out #:1-7	64 REV 2 DTD 02-JUN-2015, E 6, EMBODIED SERVICE BULL 19R PREVENTION., RESOLDER ACED COAX CABLE., ASSY, F LEX CABLE DAMAGED, REPL SPUR TEST , CALIBRATION A AL INSPECTION	EMBODIED SERVICE BULLI ETIN RDNB2111-02-44-08 R ED SMP CONNECTORS O IANDLING FIXTURE, CRAT ACED 4 SEMFLEX CABLE ND TEST IN COMPACT RA	ETIN RDNB2111-02-44-05 REV N REV 3 DTD 28-AUG-2018, INSTAL F PTM AND LNB ON BOTH PLAT 'E, SHIPPING, PAC, FOUND LOC S., PERFORMED PRE-ESS ATE 1 NGE., PERFORMED FINAL TEST	EW DTD 13-JUL LED SIM FOR B ES FOR PREVE K WASHER FOF IEST., PERFOR T, WORK HAS B	-2015, EMBODIED SEF OTH PLATES TO PREN NTION., FOUND COAX & GROUND STRAP MIS MED ESS VIB AND TEI EEN CARRIED OUT IA	2., EMBODIED SERVICE BULLETIN RVICE BULLETIN RDNB2111-02-44-06 REV 2 /ENT TX LEAK., REPLACED BOTH FANS CABLE PTM(JRXIN2)-LNB ON PLATE 2 SING. INSTALLED LOCK WASHER., FOUND MP., PERFORMED POST ESS ATE TEST., W CMM 44-29-30 REV 17 DTD 03-AUG-2017,			
	identified above were manufact		14a. 🗙 14 C	FR 43.9 Return t	o Service 🛛 🕅	Other regulation specified in Block 12			
Approved of	lesign data and are in a condition	on for safe operation				2, the work identified in Block 11			
	ved design data specified in Blo		and descr Federal R	and described in Block 12 was accomplished in accordance with Title 14, Code of Federal Regulations, part 43 and in respect to that work, the items are approved for return to service.					
13b. Authorized Signatu	ure: 130	. Approval/Authorization No.	.: 14b. Authorize	d Signature:	1	14c. Approval/Certificate No.:			
	成了我们们在			Unt	tar	IFCR459X			
13d. Name (Typed or P	rinted): 13e	e. Date (dd/mmm/yyyy):	14d. Name (Ty	ped or Printed):	8	14e. Date (dd/mmm/yyyy):			
				06 Sep 2019					
			User/Installer Responsil						
			institute authority to install the aircraft er						
specified in Block 1.	he user/installer ensures that his/hei	arworthiness authority accepts	niness authority different than the airwor aircraft engine(s)/propeller(s)/article(s)	from the airworthin	ess authority of the country				
Statements in Block 13a and national regulations by the u	d 14a do not constitute installation c user/installer before the aircraft may	ertification. In all cases, aircraft r be flown.	maintenance records must contain an in	stallation certificati	on issued in accordance wi	h the			
FAA Form 8130-3 (02-	14)					NSN: 0052 00 012 0005			

NSN: 0052-00-012-9005





SHOP VISIT

REPORT

Panasonic

SHOP WORK ORDER REPORT

Panasonic Avionics Corporation, Panasonic Avionics Corporation 26200 Enterprise Way, Lake Forest, CA 92630

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-IIIMILUTI

Sho	p Work Order # :	10012618		Custor	ner PO #	: T32931			Customer :	1001 -	AJ WA	ALTER AVIATIO	N
Part # :	RD-NB2111-02		Serial # :	LE0108			MOD-IN :	1-5		Re	moved	from A/C Reg :	A6-LRC
Part Description :	ANTENNA, BRO	ADBAND, AURA	LE	Customer (Order # :	CO0050106		Date Remov	red : 29 Jul	2019	1	Date Received :	02 Aug 2019
				Fault Code :	OE+;								
Date of MFG :		Warranty Star	t Date : 08 .	Jan 2013	Warran	ty End Date :	08 Oct	2018	Narranty Sta	tus : N		Warranty Clai	med : N
Removal :	PLEASE QUOTE TEST PLEASE Q FOR RESPONSE CSN ON YOUR F WORK REPORT	UOTE TO REPAI	R AND HOL	D	Observati	PLATE	2 Damag Er for g	SED. FOUND	SHIELD ON	SEMFL	EX CA	ILE PTM (JRXIN BLE DAMAGED D AND AUID. NO	FOUNDLOC
Execution Details													
STEP	STEP DESCRIP	TION		WARRANTY RECO.?	PART #	ISSUED	PART DES	CRIPTION	SERIAL #/	LOT #/ Q	ŧΤΥ	MECH	INSP
PREINSP	PERFORMED P	RELIMINARY INSP	PECTION	No								136064 ~ 29 Aug 2019	128216 ~ 06 S 2019
NITTEST	PERFORMED IN	NITIAL TEST		No								136064 ~ 06 Sep 2019	128216 ~ 06 S 2019
IST004136934	ERASED XID AN	ND AUID.		Νο								136064 ~ 29 Aug 2019	128216 ~ 06 S 2019
ST004103105	FOUND TX GAI	N LOW ON PLATE	2.	No								136064 ~ 29 Aug 2019	128216 ~ 06 S 2019
B2111-02-44-04_2	EMBODIED SEF 44-04 REV 2 DT	RVICE BULLETIN R D 02-JUN-2015	DNB2111-02-	- No	AS00114	42	MBUC DPA	A RI-01	LOT00469	008/	1.0	136064 ~ 30 Aug 2019	128216 ~ 06 S 2019
					AS00114	42	MBUC DPA	A RI-01	LOT01021	68/	1.0	136064 ~ 30 Aug 2019	128216 ~ 06 S 2019
B2111-02-44- 5_NEW	44-05 REV NEW	VICE BULLETIN R DTD 13-JUL-2015										136064 ~ 30 Aug 2019	128216 ~ 06 S 2019
B2111-02-44-06_2	EMBODIED SEF 44-06 REV 2 DT	VICE BULLETIN R D 23-MAY-2016	DNB2111-02-	- No	101515-0		MAKE ON	N LINE**LABEL Ation	LOT00466	51/	1.0	136064 ~ 30 Aug 2019	128216 ~ 06 S 2019
					CC0000.		Cap. 1uF / (0603	LOT00470	46/	2.0	136064 ~ 30 Aug 2019	128216 ~ 06 S 2019
								101/105/001/156(64)	St. Andrewski and Address				
		VICE BULLETIN R			CC00004		Cap. 100uF	F / 1210	LOT00470	49/	1.0	136064 ~ 30 Aug 2019	128216 ~ 06 S 2019

QAF350 REV 1 - 20-JUN-2019

Panasonic

SHOP WORK ORDER REPORT

Panasonic Avionics Corporation, Panasonic Avionics Corporation 26200 Enterprise Way, Lake Forest, CA 92630

	RD-NB2111-02 Serial #: L ANTENNA, BROADBAND, AURA LE STEP DESCRIPTION	E0108 Customer O Fault Code :	rder # : CO	00050106	MOD-IN :	1-5		Remove	d from A/C Reg :	A6-LRC
		<u>an di di di di di a</u>	rder#:CC	00050106						
STEP	STEP DESCRIPTION	Fault Code :	elvadata second		0.20.000	Date Remove	d : 29 Jul	2019	Date Received :	02 Aug 2019
STEP	STEP DESCRIPTION		OE+;	12241224034333466						
		WARRANTY RECO.7	PART#IS	SUED	PART DESI	CRIPTION	SERIAL #/	LOT # QTY	MECH	INSP
			MP001535		CLAMP FO	R SEMFLEX	LOT0047	370/ 1.0	136064 ~ 30 Aug 2019	128216 ~ 06 Ser 2019
NST004103058	INSTALLED SIM FOR BOTH PLATES TO PREVENT TX LEAK.	No	MP001330		WASHER T FOR INTER PFEA	IN-SILVER FACE LNB-	LOT0047	328/ 12.0	136064 ~ 29 Aug 2019	128216 ~ 06 Sep 2019
NST004103059	REPLACED BOTH FANS AND SCREWS FOR PREVENTION.	No	AS000341 FAN ASSEMBLY FRONT PANEL			LOT0046	787/ 1.0	136064 ~ 29 Aug 2019	128216 ~ 06 Ser 2019	
			AS000342		FAN ASSEN REAR PANI		LOT0046	791/ 1.0	136064 ~ 29 Aug 2019	128216 ~ 06 Sep 2019
			SC000065 SCREW 6-32X1/2", SOCKET HEAD CAP, SS		LOT0047	858/ 8.0	136064 ~ 29 Aug 2019	128216 ~ 06 Sep 2019		
			WA000010		LOCK WAS MS35338-1		LOT00480	021/ 8.0	136064 ~ 29 Aug 2019	128216 ~ 06 Ser 2019
NST004103060	RESOLDERED SMP CONNECTORS OF PTM AND LNB ON BOTH PLATES FOR PREVENTION.	No							136064 ~ 29 Aug 2019	128216 ~ 06 Sep 2019
NST004134662	FOUND COAX CABLE PTM(JRXIN2)-LNB ON PLATE 2 DAMAGED, REPLACED COAX CABLE.	No	CA000015		COAX CABI LEFT	LE LNB to PTM	LOT00469	994/ 1.0	136064 ~ 29 Aug 2019	128216 ~ 06 Sep 2019
NST004103149	ASSY, HANDLING FIXTURE	No	1007291-2		ASSY, HAN FIXTURE	DLING	LOT00872	238/ 1.0	136064 ~ 06 Sep 2019	128216 ~ 06 Sep 2019
NST004103148	CRATE, SHIPPING, PAC	No	1009109-1		CRATE,SHI	PPING,PAC	LOT01276	551/ 1.0	136064 ~ 06 Sep 2019	128216 ~ 06 Sep 2019
NST004147698	FOUND LOCK WASHER FOR GROUND STRAP MISSING. INSTALLED LOCK WASHER.	No	772000-3		WSHR, NO	10,SS,LOCK	LOT00467	700/ 1.0	136064 ~ 30 Aug 2019	128216 ~ 06 Sep 2019
NST004134663	FOUND SHIELD ON SEMFLEX CABLE DAMAGED, REPLACED 4 SEMFLEX CABLES.	No	CA000072	72 Cable Ass'y Left & Right Antenna LNB to PPM		LOT0047(005/ 4.0	136064 ~ 30 Aug 2019	128216 ~ 06 Sep 2019	
PRE-ESS	PERFORMED PRE-ESS ATE TEST.	No					136064 ~ 04 Sep 2019	128216 ~ 06 Sep 2019		
ESS VIB & TEMP	PERFORMED ESS VIB AND TEMP.	No			M				136064 ~ 04 Sep 2019	128216 ~ 06 Sep 2019
POST-ESS	PERFORMED POST ESS ATE TEST. 06/2019 21:22 Coordinated Universal Time	No							136064 ~ 04 Sep 2019	128216 ~ 06 Sep 2019

Panasonic

SHOP WORK ORDER REPORT

Panasonic Avionics Corporation, Panasonic Avionics Corporation 26200 Enterprise Way, Lake Forest, CA 92630

Shop Work Order #: 10012618			Customer PO #: T32931			Customer: 1001 - AJ WALTER AVIATION					
Part # :	RD-NB2111-02	Serial # :	LE0108			MOD-IN :	1-5		Remov	ed from A/C Reg :	A6-LRC
Part Description :	ANTENNA, BROAD	BAND, AURA LE	Customer O	rder#:C	00050106		Date Re	noved : 29 Jul	2019	Date Received :	02 Aug 2019
			Fault Code :	OE+;							
STEP	STEP DESCRIPTIO	NC	WARRANTY RECO.?	PART # IS	SUED	PART DES	CRIPTION	SERIAL #	LOT #/ QTY	MECH	INSP
RANGE	PERFORMED RX S	SPUR TEST , CALIBRATION IPACT RANGE.	No							132709 ~ 05 Sep 2019	128216 ~ 06 Sep 2019
FINTEST	PERFORMED FIN/	AL TEST	No							136064 ~ 06 Sep 2019	128216 ~ 06 Sep 2019
44-29-30_17	WORK HAS BEEN 29-30 REV 17 DTD	CARRIED OUT IAW CMM 44 03-AUG-2017	I- No							136064 ~ 06 Sep 2019	128216 ~ 06 Sep 2019
FININSP	PERFORMED FIN	AL INSPECTION	No								128216 ~ 06 Sep 2019
			C	OMPONE	NT REMC	VED					
STEP	PART #	PART DESCRIPTION	I SERIAL :	#/ LOT #	QTY		REMOVA	L REASON	horizati di baron	REMOVED CO	NDITION
NB2111-02-44-04_	2 AS000031	MBUC HP- 5W	MLOT009900		2		RS-	RS-Repair		UnServiceable	
Repaired On	: 06 Sep 2019	MOD-OUT : 1-7				Condit	ion : SEF	VICEABLE			
Repaired By	Cheol Lee ,Pedro Beltran					Inspected	By: Min	h Hong		Stamp :	UFR RTS-09

Generated on : 09/06/2019 21:22 Coordinated Universal Time

Date Time Format : MM/DD/YYYY HH:MM





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 Avlation Group Company From ملحي Dheabi to the world



ص.ب: 35566، أبوظبي الامـارات العربية المتحدة هـاتف: 5110000 2 971+ إحدي شركاتٍ مجموعة الاتحاد للطيران من أبوظبيٍ إلى العالـم

etihad.com







ETIHAD AIRWAYS

FLEET ENGINEERING

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





Air Salvage International, ID: 18-074-1635 Part No: RD-NB2111-02 Desc: BROADBAND ANTENNA Serial No: LE0108 Qty: 1 Notes: 101-7885 TO 101-7887 As removed from B777 MSN 36302 Registration A6-LRC On 14/05/2019 14:53:47



Hangar H2, Cotswold Airport Cirencester, Gloucestershire GL7 6BA United Kingdom

Tel: +44 (0)12 8577 1351 Fax: +44 (0)12 8577 0861

Website: www.airsalvage.co.uk

To Whom it may concern,

This statement is to confirm that all components removed from Boeing 777-200LR A6-LRC MSN 36302 have been removed in accordance with Boeing 777 AMM, Part II, P&P D633W101-ETI.

Each component removed from Boeing 777-200LR A6-LRC MSN 36302 was not subject to any abnormal heat, stress during the AMM removal tasks.

Each component has been removed in "AS IS" condition and will require to be inspected and recertified as per the applicable, latest revision component maintenance manual (CMM) by an approved maintenance repair organisation (MRO) facility.

Yours Faithfully.

Jamie Short Base Manager Air Salvage International

ASI 2

Air Salvage International Ltd - 001 -Engineering



BILL OF SALE

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>1</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 Attorney-In-Fact Title

ACKNOWLEDGMENT.

)) 55.

)

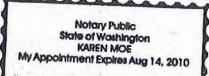
STATE OF WASHINGTON

COUNTY OF KING

On this <u>O</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.

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

OH.J. Mehtan

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 $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$, 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 DILDA 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 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.

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

arieet 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 $\frac{\sqrt{3}}{2}$ 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.etihoogaoogaomooo32 BK:29082066.2 National Airline of the United Arab Emirates



ص.ب: ٢٥٥٦٦، أبوظبي، الامارات العربيـة المتـحدة. هـاتف: ١٢٥١١٢٠٠ (٩٧١ + فـاكس: ٩٧١ ٢ ٥١١١٢٠+ www.etihadairways.com الناقل الوطني لدولة الإمارات العربية المتحدة

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;
- 2. 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

flh

John Curran Director

as authorised signatory for and in the name of

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 SISHEL

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 Name: DUVER WINDE Witness Occupation: HEAD FLEET PLOJECTS Witness Address: ETIMAD AIRWAYS, NEW AIRPORT RD. Foreign Seller KNALIFA 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 pr (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 $16^{1/1}$ 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)