



September 05, 2023

To Whom It May Concern

SUBJECT: Trace Letter
CFM56-5B/7B Engine Management Agreement - Contract No. [REDACTED]
dated as of December 3, 2020 (the "Agreement")

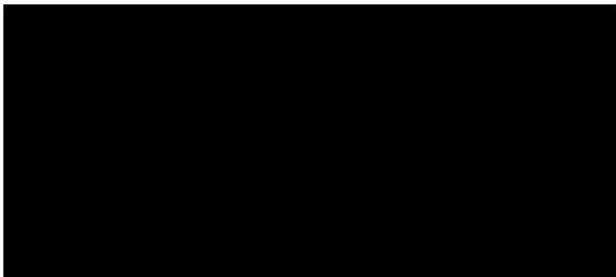
This is to confirm that AAR SUPPLY CHAIN, INC. ("AAR") and [REDACTED] have entered into the Agreement and that, among other things, the Agreement provides for the following:

1. [REDACTED] delivers to AAR certain equipment, including the following engine (the "Engine"):

| MFR | MODEL | SERIAL NUMBER | TOTAL TIME SINCE NEW | TOTAL CYCLES SINCE NEW |
|-------------------|----------|------------------|----------------------------|------------------------------|
| CFM International | CFM56-5B | 575280 | 42940:32 | 21662 |





2. AAR is authorized to offer the Engine and/or parts (hereinafter, "Surplus Material") from the Engine for sale to third parties, consistent with the terms of the Agreement.
3. At the time of sale of an Engine or an item of Surplus Material therefrom, in accordance with the terms of the Agreement, title to said Engine or item of Surplus Material will transfer from [REDACTED] to AAR immediately prior to the physical removal of said Engine or item of Surplus Material by AAR for delivery and transfer of title to the third party.
4. In the event of any conflict between the provisions of this letter and the Agreement, the provisions of the Agreement shall prevail.

Sincerely,





CERTIFICATION STATEMENT

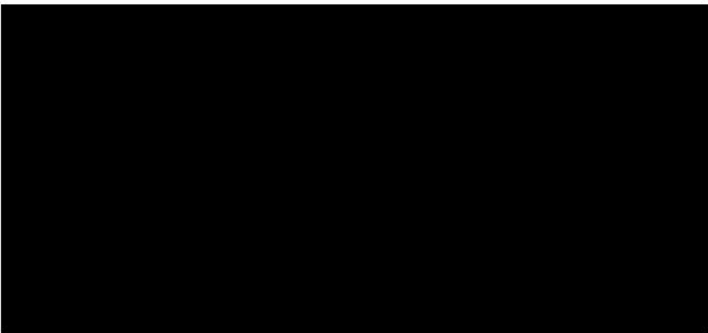
    certifies that, to the best of its knowledge, one used CFM International engine model CFM56-5B bearing the manufacturer's serial number 575280 (the "Engine"):

- Was not removed from an aircraft that has been subjected to any extreme heat or other form of extreme stress, e.g. major engine failure, fire, or involved in an incident or accident as defined by the relevant regulating authority;
- Has not been immersed in salt water or otherwise exposed to corrosive agents outside normal operation; and
- Was not obtained from nor operated by any Government, or any military sources.

| Engine Type | Engine Serial No. | TSN | CSN |
|-------------|-------------------|----------|-------|
| CFM56-5B | 575280 | 42940:32 | 21662 |

Last Operator: 

EXECUTED THIS September / 05 / 2023
Month Day Year



CERTIFICATION STATEMENT

_____ certifies that, to the best of its knowledge, one used CFM International engine model CFM56-5B bearing the manufacturer's serial number 575280 (the "Engine"):

- Has not had any PMA parts or Non-Type Certificate Holder repaired parts installed other than those authorized by the Engine manufacturer.

| Engine Type | Engine Serial No. | TSN | CSN |
|-------------|-------------------|----------|-------|
| CFM56-5B | 575280 | 42940:32 | 21662 |

Last Operator: _____

EXECUTED THIS September / 05 / 2023
Month Day Year

By: _____

Name: _____

Title: _____

WARRANTY BILL OF SALE

August 22, 2023

[REDACTED] (“**Seller**”) owns full legal and beneficial title to the used CFM International, Inc. model CFM56-5B6/P engine bearing manufacturer’s serial number 575280 (the “**Engine**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, grants, transfers and delivers to [REDACTED] [REDACTED] (“**Buyer**”), full legal and beneficial title and interest in and to the Engine.

The undersigned hereby warrants to Buyer (and Buyer’s successors and assigns) that Seller conveys to Buyer full good and marketable legal and beneficial title to the Engine, free and clear of all liens, claims, charges and other encumbrances (including any mortgage, pledge, lien, charge, assignment, hypothec, right of set off or other agreement having the effect of conferring security) and that Seller shall warrant and defend such title against any claims and demands; provided, that the Engine is otherwise conveyed “**AS IS**”, “**WHERE IS**” AND “**WITH ALL FAULTS**” AND **WITHOUT REPRESENTATION OR WARRANTY OF ANY TYPE OR KIND, EXPRESS OR IMPLIED, WITH RESPECT THERETO (INCLUDING, WITHOUT LIMITATION, AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE)**.

THIS WARRANTY BILL OF SALE IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, U.S.A. APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES (OTHER THAN THE PROVISIONS OF SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Signature page follows.]

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed in its name as of the date first written above.



SECOND DEFAULT AND TERMINATION NOTICE

November 2, 2018

VIA ELECTRONIC MAIL

Attention: [REDACTED]
[REDACTED]

Fax: [REDACTED]

E-mail: [REDACTED]

Dear Sir:

Reference is made to (i) that certain Aircraft Lease Agreement dated 22 January 2016, (as assigned, novated, amended, supplemented or modified from time to time, the “**Lease**”), between [REDACTED] (“**Lessor**”) and [REDACTED] (“**Lessee**”) in respect of one (1) Airbus model A319-100 aircraft bearing manufacturer’s serial number 1612 together with two (2) CFM International, Inc. model CFM56-5B6/P engines bearing manufacturer’s serial numbers 575280 and 779311, respectively (the “**Aircraft**”). Capitalized terms used in this Notice and not otherwise defined have the meanings attributed to such terms in the Lease.

This Notice is to inform you that one or more Events of Default under Section 25 of the Lease have occurred and are continuing, including, but not limited to, Lessee’s failure to pay Basic Rent and Maintenance Rent pursuant to the Lease as outlined on Annex I hereto. Pursuant to the Default Notice (1612) dated October 26, 2018 and sent to your attention via electronic mail and attached hereto as Annex II (the “**Default Notice**”), Lessor demanded you cure all of such Events of Default to the satisfaction of Lessor by 5:00 pm New York time on October 31, 2018.

Please be advised that Lessor, in accordance with Section 25 of the Lease, hereby notifies Lessee that Lessor terminates the Lease and Lessee’s rights under the Lease, provided however such termination is without prejudice of Lessee’s continuing obligations under the Lease and Lessor’s rights to pursue all remedies under the Lease and applicable law, all of which are specifically reserved and not waived hereby. Lessor demands Lessee immediately return the Aircraft to Lessor at the Athens International Airport.

Lessor further has the right, without further notice and after applicable cure periods, if any, to pursue any and all remedies available to Lessor under the Lease or under applicable law as Lessor determines to be appropriate.

All costs, fees and expenses incurred by Lessor (including, but not limited to, legal fees) in the exercise and enforcement of its rights and remedies under the Lease are the responsibility of Lessee as and to the extent permitted by the Lease and any applicable law.

Nothing in this letter or in any ongoing discussions or negotiations between Lessor, on the one hand, and Lessee, on the other hand, nor any delay on the part of Lessor in declaring any further Defaults or Events of Default and/or exercising its rights and remedies under the Lease, and/or applicable law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any extensions of credit, (ii) constitute a consent to or waiver of any past, present or future Default or Event of Default or other violation of any provisions of the Lease, (iii) amend, modify or operate as a waiver of any provision of the Lease or any right, power, privilege or remedy of Lessor thereunder or under applicable law or constitute an agreement to forbear or to restructure the obligations in any respect, or (iv) constitute a course of dealing or other basis for altering any rights, remedies or obligations of Lessor under the Lease. Nothing contained in this letter shall confer on Lessee/ any right to notice or cure periods with respect to any Event of Default.

* * *



BILL OF SALE

[REDACTED] ("Seller"), a private company limited by shares incorporated under the laws of Ireland, is the owner of good and marketable title to the following equipment, all as described in the Aircraft Sale Agreement ("Aircraft Sale Agreement") between Aircraft Lease Securitisation Limited and [REDACTED] ("Buyer"), dated as of 18th July 2018 (collectively, the "Aircraft"):

1. One used A319-112 aircraft bearing manufacturer's serial number 1612.
2. Two used CFM56-5B6/P Engines bearing manufacturer's serial numbers 575280 & 779311.
3. All Parts and Aircraft Documentation.

For and in consideration of the sum of One United States Dollar and other valuable consideration, receipt of which is hereby acknowledged, Seller does hereby sell, grant, transfer, deliver and set over to Buyer and its successors and assignees forever all of Seller's right, title and interest in and to the Aircraft, to have and to hold the Aircraft for its and their use forever.

Subject to the terms of the Aircraft Sale Agreement, Seller hereby warrants to Buyer and its successors and assigns that there is hereby conveyed to Buyer title to the Aircraft free of Warranted Security Interests (but subject to any other Security Interests) and that Seller will warrant and defend such title forever against all claims and demands.

The Aircraft is sold in an "as-is, where-is" condition and without recourse or warranty being given by Seller other than the aforesaid warranties.

Unless otherwise defined herein, capitalized terms used in this bill of sale have the same meaning as those used in the Aircraft Sale Agreement. This bill of sale (and any non-contractual obligations connected with it) will be governed by, and construed in accordance with, the laws of the State of New York.

IN TESTIMONY WHEREOF Seller has executed this bill of sale at 4:30 hours (Athens time) this 5th day of October, 2018, while the Aircraft was located at [REDACTED]

[REDACTED]