

WARRANTY BILL OF SALE

August 4, 2023

[REDACTED] (“**Seller**”) owns full legal and beneficial title to the used CFM International, Inc. model CFM56-5B engine bearing manufacturer’s serial number 575653 (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] (“**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.]

[Warranty Bill of Sale (575653)]

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

A large rectangular area of the document is completely redacted with black ink. To the right of this redacted area, a horizontal line extends to the right edge of the page, likely indicating a signature line.

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS that [REDACTED] ("Seller") in consideration of value received, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and deliver to [REDACTED] ("Purchaser"), all of its right, title and interest in and to the following Engine and all Parts and all equipment, accessories and parts belonging to, installed in or appurtenant to such Engine, together with the Engine Documents (collectively, the "**Equipment**"):

one (1) CFM International model CFM 56-5B4/P engine bearing manufacturer's serial no. 575653 (the "**Engine**"),

TO HAVE AND TO HOLD said Equipment unto the Purchaser forever.

Seller hereby warrants to Purchaser, its successors and assigns that there is hereby conveyed to Purchaser, on the date hereof, good and marketable title to the Equipment, free and clear of all Security Interests other than the Permitted Liens.

This Bill of Sale is made and delivered pursuant to the provisions of that certain Engine Sale Agreement Relating to the Engine dated as of April 12, 2023 between the Seller and the Purchaser (the "**Sale Agreement**").

Seller will warrant and defend such title forever against all claims and demands whatsoever.

The terms "Engine Documents", "Delivery Location", "Parts", "Permitted Liens" and "Security Interests" shall have the same meanings in this Bill of Sale as in the Sale Agreement.

Except as otherwise expressly provided in the Sale Agreement, the Engine is sold as-is and where-is.

This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed, this 31st day of July 2023, when the Engine was located at [REDACTED], at 8:29 P.M., EST time.

[Signature Page Follows]

The Seller

[Redacted]

[Redacted]
[Redacted]
[Redacted]



TO WHOM IT MAY CONCERN

17th of June of 2022.

Subject: STATEMENT ON AIRCRAFT EC-MUX (MSN 2037)

I hereby confirm that, based on the technical records **REDACTED** retains the aircraft EC-MUX its engines and its APU register the following flight hours and cycles on the date shown above:

AIRFRAME STATUS:

Total airframe hours	51053:55
Total airframe cycles	37963

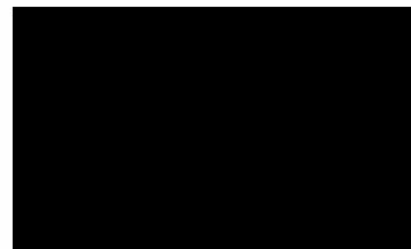
ENGINE STATUS

Manufacturer	CFM International	
Position	ENG 1	ENG 2
P/N	CFM56-5B5P	CFM56-5B5P
S/N	575651	575653
Time since new	510099:55	50612:55
Cycles since new	38163	37633

APU STATUS

Manufacturer	Honeywell
P/N	3800708-1
S/N	R-2684
APU hours since new (*)	30585
APU cycles since new (*)	19722

(*) Data as of 19th May 2022



[REDACTED]

Date: 23/06/2023

Incident/Accident Clearance Statement To Whom It May Concern:

Aircraft EC-MUX details of which are specified below, has been operated by [REDACTED] during the period from 20/04/2018 to 23/06/2023. The aircraft has a valid Certificate of Airworthiness from Spain as of the date of this statement.

Configuration details as of date of engine 575653 removal:

Description	Type/Part No.	Serial No.	TSN	CSN
Aircraft	Airbus A319-111	2037	53363:54	39.598
Engine #2	CFM56-5B5/P	575653	52922:54	39.268

I hereby certify that, to the best of my knowledge, during the period stated above:

1. Neither the aircraft, nor any part installed have been;
 - a. damaged during, or identified as the root cause of, a reportable incident or accident as defined by Annex 13 to the Chicago Convention, or
 - b. subjected to severe stress or heat (such as in a major engine failure, accident, or fire) or has been submersed in salt water,unless its airworthiness status was re-established by an approved maintenance organisation in accordance with the applicable airworthiness regulations and instructions of the type certificate holder and/or supplemental type certificate holder and/or OEM of the part, and supported by an authorised airworthiness release certificate.
2. No part has been installed on the aircraft which was obtained from a military source or was previously fitted to a state aircraft as deemed by Article 3 of the Chicago Convention.

[REDACTED]

Note: Please see also the Guidelines for understanding the Incident / Accident Clearance Statement (ICS) associated with this form.

[REDACTED]





Guidelines for understanding the Incident / Accident Clearance Statement (ICS)

The purpose of this incident/accident clearance statement is to remove the focus from whether or not an aircraft/engine/part has been subjected to an accident or incident and instead declare that the aircraft/engine/part has been deemed acceptable for continued use.

The statement in paragraph 1 of the ICS provides confirmation that irrespective of the event the aircraft/engine/part has had been subjected to, its airworthiness has been re-established by an approved maintenance organisation in accordance with the applicable airworthiness regulations and instructions of the type certificate holder and/or supplemental type certificate holder (aircraft only) and/or OEM of the part.

The reason for changing focus is that the ICAO definitions of accident and incident (reference Chapter 1 'Definitions' of Annex 13 – 'Aircraft Accident and Incident Investigation' to the Chicago Convention) do not take into account the relative nature of the event and its direct impact on the aircraft/engine/part. Specifically with regard to the definition of incident, it is highly subjective and subject to various interpretations by different regulatory authorities as to what affects or could affect the safety of operation.

The statement in paragraph 2 provides additional confirmation, now customary in the industry that no parts have been obtained from a military source.

Paragraph 2 also provides a statement regarding parts on state aircraft, considered appropriate because of industry requests for clarification regarding government use. Article 3 'Civil and state aircraft' of the Chicago Convention states that military, customs and police aircraft are deemed to be "state" aircraft. These aircraft are not placed on the civil register, therefore are not regulated by the associated national civil aviation authority in accordance with ICAO Standards and Recommended Practices (SARPs). For the purposes of this declaration parts fitted to an aircraft that has transferred from a state to a civil register, may require special evaluation prior to regaining their status of being civil aircraft parts, the rationale being that the provenance of these parts, while on a state register may not be verifiable. While aircraft on the civil register are regularly contracted by governments for state business, because the operation occurs under civil rules and the aircraft remains on the civil register during the period of operation, parts from such an aircraft are considered to be civil aircraft parts, therefore reference is made to state rather than government use.

This document is intended to act as an industry acceptable common standard having relevance for the requirements of the commercial aviation industry. Application and use of this document commenced in late 2014 and is not intended to apply retrospectively, therefore previously issued incident / accident statements should retain their acceptability for historical reference. This document will be subject to periodic review and update, with the first review expected to take place in early 2016.

Two document templates have been designed, one to cater for aircraft, the other for engines. The engine template could also be used for individual parts in circumstances where incident / accident clearance statements are required, alternatively, the certification provided in paragraphs 1 & 2 could be included in the remarks section of the ATA106 Spec for commercial trace.

