

ATTACHMENT 3

REPRESENTATIONS AND WARRANTIES

Section 1.1 Seller's Representations and Warranties. Each Seller represents and warrants to Buyer as of the Delivery Date of an Aircraft that:

(a) Each Seller is an entity duly formed, validly existing and, in the case of those jurisdictions where such concept is known, in good standing under the laws of its jurisdiction of formation and has all organizational powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) The transactions contemplated by this Agreement are within Seller's powers and have been duly authorized by all necessary corporate or other legal entity action. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The entry into and performance by Seller of, and the transactions contemplated by, this Agreement do not and will not (i) conflict with any laws binding on Seller or (ii) result in any breach of, or constitute a default under the constitutional documents of Seller.

(d) There are no actions, suits, claims or proceedings by or before any arbitrator or Governmental Authority now pending against or, to Seller's knowledge, threatened against Seller, that, would have a material adverse effect on its ability to perform its obligations under, or to carry out the transactions contemplated by, this Agreement or any other Sale Document or affect its right, title or interest in the Aircraft.

(e) All authorizations, consents, registrations and notifications required in connection with Seller's entry into, performance, validity and enforceability of, this Agreement and the consummation of the transactions contemplated by this Agreement have been obtained or effected (as appropriate) and are in full force and effect.

(f) With respect to each Aircraft, Seller has not received notice from Lessee that such Aircraft or any Engine has suffered Material Damage or an Event of Loss since the date of Inspection referred to in Section 4.1.

(g) With respect to each Aircraft, the Lease for that Aircraft, together with the other Lease Documents for that Aircraft and the other Operative Documents for that Aircraft, contain the entire agreement and understanding between the Lessor Entity with respect to that Aircraft and the Lessee of that Aircraft relating to the leasing of that Aircraft and, save as constituted by the Lease Documents for that Lease, there have been no amendments to that Lease, any of those Lease Documents or any of those Operative Documents.

(h) Each Seller of its Aircraft will have good and marketable title to that Aircraft free from Liens (but subject to any Permitted Liens), and will have full power and

lawful authority to transfer legal and beneficial title to that Aircraft, with full title guarantee, to the Buyer free from all Liens (but subject to any Permitted Liens).

(i) Each Seller holds all licenses, certificates and permits from applicable Governmental Authorities in its jurisdiction of organization for the performance of its obligations under this Agreement.

(j) The obligations of each Seller under this Agreement are direct, general and unconditional obligations of such Seller and rank or will rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of such Seller, with the exception of such obligations as are mandatorily preferred by law and not by reason of any encumbrance.

(k) Each Seller, under the laws of its jurisdiction of organization or of any other jurisdiction affecting such Seller, is subject to private commercial law and suit. No Seller or any of its respective properties or assets is entitled to sovereign immunity under any such laws. Each Seller's performance of its obligations hereunder constitutes commercial acts done for commercial purposes.

(l) With respect to each Aircraft, to each Seller's knowledge there are no claims or actions pending or threatened in respect of such Aircraft or either Engine which, if unsatisfied, would give rise to a Lien over the Aircraft or either Engine in favour of any third party.

(m) With respect to each Lease, Seller has provided a true and complete copy of such Lease and on the relevant Delivery Date, Seller will provide the Buyer with an original counterpart of such Lease to the extent Seller has such original counterpart.

(n) With respect to the Leases relating to each Aircraft, no chattel paper original of such Lease has been created.

(o) With respect to each Lease, the relevant Seller or the relevant Lessor Entity is not in default in respect of any of its obligations to the Lessee under such Lease, and Lessee has not notified such Seller or Lessor Entity that Lessee claims any such default.

(p) With respect to each Lease, to Seller's knowledge no Default or Event of Default has occurred and is continuing under the Lease.

(q) The representations and warranties of Seller under the Shares Sale Agreement are true and correct.