

Willis Limited

51 Lime Street London EC3M 7DQ United Kingdom
Telephone: +44 (0)2031246000 Fax: +44 (0)2031248223 Website: www.willis.com

Willis

Jetran Air Ltd.
Coralilor 20C Street
District 1
Bucharest
Romania

Please quote our reference in all correspondence
relating to this Contract:

Our Reference: 13806A10

Date: 4 June 2010

Evidence of Cover

TYPE: Insurance of:
Airline Hull War
Spares All Risks

INSURED: JETRAN AIR and their Associated and Subsidiary and Affiliated
Companies as existing or as may be hereafter constituted for their
respective rights and interests.

PRINCIPAL ADDRESS: 20C Coralilor St.,
District 1,
Bucharest, Romania.

PERIOD: 7 June 2010 to 6 June 2011 both days inclusive local standard time at
the above address of the Insured

INTEREST: Loss of or damage to Aircraft as stated in the Schedule of Aircraft
caused by a peril specified in the Policy as stated in the Conditions.

SUM INSURED: Aircraft Agreed Values as stated in the Schedule of Aircraft not
exceeding a maximum Agreed Value of USD 5,000,000 any one
Aircraft.

Extortion Expenses:
90% of USD 1,500,000 any one loss and in all, Warranted remaining
10% uninsured.

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Hi-jack and Confiscation Expenses:

USD 1,500,000 any one loss and in all.

Policy Aggregate Limit

USD 5,000,000 in the aggregate for all claims paid under this Policy.

SITUATION:

Worldwide subject to the Kiln Geographic Areas Exclusions Clause LSW617F.

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:
 - (a) Algeria, Cabinda, Burundi, Central African Republic, Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Ivory Coast, Liberia, Nigeria, Sierra Leone, Somalia, Sudan.
 - (b) Colombia, Ecuador, Peru.
 - (c) Afghanistan, Checheno / Ingushskaya, Nagorno-Karabakh, Pakistan, Yemen, Jammu & Kashmir, Nepal.
 - (d) Sri Lanka.
 - (e) Iran, Iraq.
 - (f) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.
2. However coverage pursuant to this Policy is granted:
 - (a) for the over flight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
 - (b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure subject advice to Insurers within 72 hours.
3. Any excluded country may be covered by Insurers at terms to be agreed by the Slip Leader only prior to flight.

CONDITIONS:

All terms and conditions as set forth in the wording, such wording being as expiring policy number 801/13808A09. incorporating the following:

Innocent Operators Coverage Clause AVN 89.

This Policy is extended to include additional expenses as Supplementary Payments Clause AVN 76 paragraphs (a), (b) and (c) operative, with following amendments:

paragraph (a) the words "and unreported after the computed maximum endurance of the flight has been exceeded" deleted and the words "(such costs being payable even if the Aircraft be found safe and no claim is otherwise payable under this Policy)" are added

paragraph (b) to include "foaming of Aircraft"

paragraph (e) added: any reasonable expenses incurred by or on behalf of the Insured for fire and crash control in respect of a loss to an Aircraft insured hereunder.

paragraph (f) added: any reasonable additional costs and expenses incurred by the Insured for the purpose of diversion of Aircraft due to a peril specified in Section One.

Limit USD 7,500,000 any one incident, (aggregate deleted).

General Condition 4. of the Policy is amended to automatically include:

- (a) contracts and agreements;
- (b) additions, deletions, substitutions and value changes of Aircraft with premium adjustable at pro rata Policy terms at expiry of the Period of this Insurance.

Including cover for confiscation [and other perils as defined in exclusion (b) of the Policy] by Government of Registration.

This Policy is extended to cover flight spares kits carried in the Aircraft specified in the Schedule of Aircraft including whilst temporarily removed from the Aircraft, but not substituted.

Sum Insured: Maximum of USD 1,000,000 any one kit.

Coverage hereunder is extended to apply automatically to engines or components leased by the Insured for use by them; the value of any Aircraft whilst equipped with any engine or component will be increased automatically by the value of the engine or component for the duration of the lease, but the value of any one Aircraft insured hereon not to exceed the maximum Agreed Value as stated herein. It is noted that Insurers retain the rights of salvage on the detached engine or component in the event of total loss of the Aircraft.

In the event of an outbreak of War between any of the five major powers (as stated in Section Five, paragraph 2. of the Policy) only paragraph (a) of Section One of the Policy coverage shall terminate automatically.

Paragraph 1. of Section Two is amended to read:

This Policy will also indemnify the Insured in accordance with the terms, conditions, exclusions and limitations set out below, and up to limit stated in the Schedule, for any payment properly made in respect of:

- (a) threats against the subject-matter insured or the Aircraft's passengers or crew, or employees, directors and officers of the

- Insured including close relatives but only in respect of a threat against the subject-matter insured made during the currency of this Policy.
- (b) extra expenses necessarily incurred following confiscation, etcetera (and as more fully stated in Section One clause (e)) of the subject-matter insured or hi-jacking etcetera (as Section One clause (f)) of any Aircraft insured hereunder, made during the currency of this Policy.

Additional Insured(s) and Approved Lienholder(s) for Breach of Warranty Protection as Hull "All Risks" Policy.

In the event of termination or cancellation of this Policy pro rata premium shall be returned to the Insured.

This Policy is further extended to include any additional expenses incurred by the Insured arising from any actual or alleged infringement of customs, quarantine or public health regulations. Limit USD 1,000,000 any one incident. Excluding payment of fines and/or penalties.

In the event of the subject-matter insured being outside the control of the Insured by reason of any peril covered by Section One of this Policy then the coverage provided for such subject-matter shall continue to remain in force, notwithstanding:

- any notice of cancellation or automatic cancellation of this Policy;
- the expiry date of this Policy;

until such subject-matter has been restored to the control of the Insured whereby the Insurers shall cover all costs and expenses necessarily incurred to reinstate such subject-matter to its condition immediately prior to exposure to such peril. However, in the event of an Aircraft insured being outside the control of the Insured by reason of a peril covered by clause (e) or (f) of Section One, Insurers will pay the Aircraft Agreed Value within a period of 90 days following the date of the occurrence of such peril.

Slip Leader only to give 7 days notice to review rate/amend situation as stated in the "Amendment of Terms or Cancellation" (being Section Five, paragraph 1(a) of the Policy). If subsequently cancellation is imposed under this Section such cancellation shall only apply to the Aircraft the subject of the notice.

This Policy is extended to cover Spares being aircraft engines (including a spare engine and/or pod whilst attached to an Aircraft), spare parts, aviation related equipment (including ground support equipment, mechanics tools, fixed and moveable engineering equipment) being property owned or operated by the Insured or for which the Insured are responsible including whilst in transit by any conveyance (including Insured's Aircraft).

Sum Insured: Maximum of USD 3,000,000 any one occurrence.

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In respect of Spares the coverage provided by clause (a) of Section One applies only whilst such property is in transit by air or sea as defined in the Institute War Duration Transit Clause 576WIL01025. Furthermore General Exclusion (a) of Section Three shall not apply to such property whilst in transit by air or sea until the transit is completed.

Address for Notices:
Willis Limited, 51 Lime Street, London EC3M 7DQ.

Nothing in this Contract shall be construed as a condition precedent or a warranty unless it is expressly stated as such in the Contract.

SCHEDULE OF AIRCRAFT:

<u>Make/Model</u>	<u>Registration</u>	<u>Agreed Value</u>
MD82	YR-OTN	USD 3,000,000
MD82	YR-MDS	USD 3,000,000
MD82	YR-MDK	USD 3,000,000 *
MD82	YR-MDL	USD 600,000 **
MD82	YR-MDR	USD 600,000 **
MD81	YR-MDJ	USD 600,000 **

* To attach 4 months from Inception.

** To attach at date to be advised to Slip Leader only.

CHOICE OF LAW AND JURISDICTION:

This Policy shall be governed by and construed in accordance with the law of Romania and each party agrees to submit to the exclusive jurisdiction of the Courts of Romania in the event of a dispute arising hereunder.

PREMIUM:

(Annual and Pro Rata)

0.035% of Aircraft Agreed Value.
Including consideration in respect of Spares.

In respect of DRC contract 0.10%

TRIA:

NOT APPLICABLE

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PREMIUM PAYMENT

TERMS:

Premium payable in the following instalments in accordance with Premium Payment Clause AVN6A (amended to delete paragraph 2):

25% due at inception
25% due within 90 days from inception
25% due within 180 days from inception
25% due within 270 days from inception

Appointed Broker: Willis Limited

TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:

None

RECORDING, TRANSMITTING AND STORING INFORMATION:

Where Willis Limited maintains risk and claims data/information/documents Willis Limited may hold data/information/documents electronically.

INSURER CONTRACT DOCUMENTATION:

Contract documentation to be an Insurance Policy produced by Willis Limited and authorised by insurers or their agents.
XIS to sign Lloyd's policy
XIS to sign Company policy
An insurance policy shall be issued only in respect of that proportion of this insurance which is subscribed to by the leading market eg. Lloyd's, XIS companies or non-XIS companies (whichever shall apply) ("the Lead Insurance Policy")
This contract document details the contract terms entered into by insurers in respect of those proportions of this insurance which are subscribed to by the following markets.
Each of the following markets delegates to the leading market authority to agree the Lead Insurance Policy and agrees, severally, to be bound by the terms of the Lead Insurance policy to the extent of its subscription. This is entirely without prejudice to the insured's right at any time to make a request in writing for the issuance of a follow insurance policy in respect of any proportion of this insurance in respect of which a contract has not been issued.

Willis Limited and/or Agents to issue evidence of insurance on behalf of Insurers as required subject to policy coverage, terms, conditions, limitations and exclusions.

The contract change document(s) signed by insurers shall form the evidence of the changes agreed.

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FORM:

1. J(A) (NMA 2421) - in respect of Lloyd's
2. IS3 - in respect of XIS Companies
3. Company(ies) Insurance Policy - in respect of non-Lloyd's and non-XIS Companies

INFORMATION:

50/50 Provisional Settlement Clause AVS 103.

**(RE)INSURER'S
LIABILITY:****(RE)INSURERS LIABILITY CLAUSE****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line". Where this contract permits, written lines, or certain written lines, may be adjusted ("signed").

In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken

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together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

ORDER HEREON: 100% of 100%

SIGNING PROVISIONS:

In the event that the written lines exceed 100% of the order, any lines written 'to stand' will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the Insurers.

However: -

- a) in the event that the placement of the order is not completed by the commencement of the Period of Insurance then all lines written by that date will be signed in full;
- b) the Insured may elect for disproportionate signing of Insurers lines, without further specific agreement of Insurers, providing that any such variation is made prior to the commencement date of the Period of Insurance, and that lines written "to stand" may not be varied without the documented agreement of those Insurers;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the Period of Insurance by the documented agreement of the Insured and all Insurers whose lines are to be varied. The variation to the contracts will take effect only when all such Insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

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ORDER HEREON: 100% of premium and limits herein

EFFECTED WITH:


100.0000% Lloyd's Underwriters
100.0000% Syndicate 1183, pseudonym TAL

100.0000%

Yours faithfully
Willis Limited


4/6/10
Authorised Signatory
Aerospace

Yours faithfully
Willis Limited


4/6/10
Authorised Signatory
Aerospace