

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BOC AVIATION LIMITED, :
Plaintiff, : Case No. 22 Civ. 2070 (LJL)
:
- against - :
:
AIRBRIDGE CARGO AIRLINES, LLC, and : **ORDER FOR**
VOLGA-DNEPR LOGISTICS B.V., : **INJUNCTIVE RELIEF**
:
Defendants. :
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Upon consideration of the papers filed in support of the application of Plaintiff BOC Aviation Limited (“BOCA”) (ECF Nos. 45-48; 52; 57-58; 60; 63-64), the papers filed by defendants AirBrigeCargo Airlines, LLC (“AirBridge”) and Volga-Dnepr Logistics B.V. (“Volga-Dnepr”) (together, “Defendants”) in opposition to the application (ECF Nos. 54-56; 61-62), including the Court’s findings of fact and conclusions of law set forth on the record on November 16, 2022, and all prior pleadings and proceedings heretofore had herein, the application of BOCA, by its attorneys Smith, Gambrell & Russell, LLP, for mandatory preliminary injunctive relief, pursuant to Rule 65 of the Federal Rules of Civil Procedure, is hereby **GRANTED**.

It is hereby **ORDERED** that, on or before November 21, 2022, Defendants transfer to BOCA, in accordance with Section 12.02 of the Amended and Restated Aircraft Lease Agreement with respect to MSN 60118 dated as of November 13, 2015, as amended and restated as of March 30, 2017 (the “60118 Lease Agreement”) and the Guaranty from Volga-Dnepr with respect to MSN 60118 dated March 30, 2017, all rights, title and interest in and to two General Electric Model GEnx-2B67/P engines (“Replacement Engines”), or an improved model, free and clear of all liens, with a value and utility at least equal to, and in as good an operating condition

as, the two BOCA-owned engines (ESN 959449 and ESN 959452) (together, the “BOCA Engines”) currently in Defendants’ possession in Russia, and which shall be suitable for installation and use on the airframe of Boeing Model 747-8F MSN 60118 (the “Airframe”), and located in a country, state or jurisdiction in which the export of such engines would be reasonably obtainable by BOCA, which obligation may be satisfied by delivery of title to General Electric Model GEnx-2B67/P engine ESN 959208 (“Rainbow Engine 2”) and General Electric Model GEnx-2B67/P engine ESN 959221 (“Rainbow Engine 3”) free and clear of all liens except for outstanding balances due the GE MRO facility in Caledonia, Scotland on Rainbow Engine 2 and any outstanding balance due the GE MRO facility currently in possession of Rainbow Engine 3; it is further

ORDERED that on or before November 21, 2022, Defendants deliver to BOCA’s attorney John G. McCarthy, certified electronic copies executed warranty bills of sale for the Replacement Engines (“Bills of Sale”) in substantially similar form and substance as the warranty bills of sale annexed as Exhibit N to the Declaration of David Walton, executed October 21, 2022 (ECF No. 47-14) with the original Bills of Sale to be delivered to a recognized courier service (such as FedEx or DHL) by no later than November 22, 2022 for delivery to Mr. McCarthy at 1301 Avenue of the Americas, 21st floor, New York, NY 10019, as expeditiously as possible thereafter and provide proof thereof to Plaintiff; and it is further

ORDERED that Volga-Dnepr take reasonable steps to assist BOCA to procure the registration of such warranty bills of sale on the International Registry of Mobile Assets; and it is further

ORDERED that on or before November 21, 2022, Defendants furnish Mr. McCarthy with certified electronic copies of back-to-birth bills of sale relating to the Replacement Engines

and all logs, manuals and data, inspection, modification, service, maintenance, overhaul and other records, including non-incident statements for all parts relating to the Replacement Engines as is required for return of an Engine under the 60118 Lease Agreement with the originals to be delivered to Mr. McCarthy by December 5, 2022; and it is further

ORDERED that, once title to the Replacement Engines is transferred to BOCA, BOCA shall use all means possible to expeditiously obtain necessary approvals from regulatory authorities to transfer title to the BOCA Engines to Defendants and, within five business days of obtaining all such approvals, and after Defendants' full compliance with this Order, BOCA shall transfer to AirBridge all of its rights, title and interest in and to the BOCA Engines, in accordance with Section 12.02 of the 60118 Lease Agreement; and it is further

ORDERED that BOCA file an undertaking in the amount of \$2,000,000 naming Defendants as co-obligees as an undertaking for damages Defendants may sustain as a result of any delay in obtaining title to the BOCA Engines if this preliminary injunction turns out to be improvidently granted.

Dated: New York, New York
November 21, 2022

SO ORDERED



Lewis J. Liman, U.S.D.J.