

**Schedule I****DESCRIPTION OF THE AIRCRAFT**  
**BOEING 737-400 AIRCRAFT**

Aircraft Manufacturer; Model, Type & Variant	MSN	Current Reg. No.	YOM	Aircraft Weight (MTOW)	Engine Manufacture; Model & Type	Engine Thrust Setting
Boeing 737-400 x 2	TBA	TBA	1997	138,500 lbs.	CFMI CFM56-3C-1	22,000 lbs.

Note: Engine Serial Number of two (2) Engines to be delivered on each Aircraft to be notified by Seller to Purchaser in Fifteen (15) calendar days prior to the Scheduled Delivery Date of each Aircraft, in accordance with Article 3(a) of the Agreement.

[END OF SCHEDULE I]

**Schedule II****DELIVERY CONDITIONS OF THE AIRCRAFT**  
**BOEING 737-400 AIRCRAFT**

Except as otherwise specifically provided in this Schedule II herein, with respect to each Aircraft, the Delivery Conditions set forth in this Schedule II shall be common to all the Aircraft with no exception.

**ARTICLE I. DELIVERY CONDITIONS OF THE AIRCRAFT****1.1 General Condition**

The Aircraft shall be delivered in "AS-IS, WHERE-IS" condition, provided however that; the Aircraft shall at the Delivery thereof, (i) have a valid and current Certificate of Airworthiness issued by relevant Civil Aviation Bureau ("RCAB"), (ii) be free and clear of any and all liens, charges, claims, debts and/or any other encumbrances of any nature whatsoever, (iii) have been maintained and repaired in accordance with Seller's 737-400 maintenance and repair program, authorized by RCAB having jurisdiction (collectively and/or individually, as the context requires, hereinafter called the "Maintenance Program"), as if such Aircraft was to be kept in further service by Seller and, (vi) meet the following requirements:

(a) The Aircraft will be in good operating condition with all of the Aircraft equipment, components and systems functioning in accordance with their intended use irrespective of deviations or variations authorized by the Minimum Equipment List (MEL) or Configuration Deviation List (CDL).

(b) The Aircraft will be clean by commercial airline standards and have no repairs that are not in accordance with the Maintenance Program.

(c) The Aircraft shall have been in an airworthy condition in accordance with the Maintenance Program. Seller shall notify Purchaser of any major changes made to the Maintenance Program between the date of execution of this Agreement and the Delivery Date.

(d) Export Certificate of Airworthiness  
Purchaser does not request an Export Certificate of Airworthiness issued by RCAB for the Aircraft at the Delivery.

(e) Airworthiness Directive ("AD") Compliance  
(i) The Aircraft shall, on the Delivery Date, be in compliance with all operational and airworthiness requirement of RCAB, including compliance with all AD's excepting certain Economy Class Seats (Koito) and Business Class Seats (Koito) and their related parts and materials stipulated by the following item (g) (iii) (y) and (z) of RCAB and the Federal Aviation Administration ("FAA"), that are required to be implemented on and prior to the Delivery Date.

(ii) Purchaser agrees to accept alternative methods of compliance ("AMOC") effected by Seller that is approved by RCAB and FAA.

- (f) Noise Level Compliance and Maximum Take-Off Weight (“MTOW”)  
The Aircraft shall be in compliance with FAR Part 36 Noise Standard Stage 3 level, and have the MTOW of 138,500 lbs. as approved in the current Airplane Flight Manual.
- (g) Cabin-related Items
- (i) Cabin Configuration  
Each Aircraft will be delivered in the seating configuration as 145 seats (Two class configuration: 20 Business Class and 125 Economy Class).
- (ii) Passenger Seats & Galleys Passenger Seats and Galleys shall be delivered in the serviceable condition in accordance with the Maintenance Program.
- (iii) TSO data approval for Seats
- (x) Economy Class Seats (RECARO): shall be delivered with FAA Technical Standard Order data approval that shall be made available for the purpose of the Delivery to Purchaser hereunder.
- (y) Economy Class Seats (KOITO): Certain quantity seats combined layout with the following (z) Business Class Seats (KOITO) shall be delivered in accordance with TCD-7856-2011. No Japanese certification and no FAA TSO data approval on it that shall be made available for the purpose of the Delivery to Purchaser hereunder.
- (z) Business Class Seats (KOITO): shall be delivered in accordance with TCD-7856-2011. No Japanese certification and no FAA Technical Standard Order data approval on it that shall be made available for the purpose of the Delivery to Purchaser hereunder.
- (h) The Aircraft will not have installed thereon any equipment, components and/or parts, which are leased or loaned or otherwise owned by a third party.

1.2 Airframe The Airframe will meet the following requirements:

- (a) Pre-delivery Maintenance  
The Airframe shall be delivered in as-is..
- (b) Heavy Maintenance  
The Airframe will be delivered in as-is condition and will not be accomplished on it its next scheduled “C” checks, “SI” checks and/or C.P.C.P. (Corrosion Prevention and Control Program) as defined in the Maintenance Program, for the purpose of the Delivery hereunder.
- (c) Each hours, cycles and calendar controlled maintenance (“Aircraft Floating Maintenance”) on the Airframe shall be delivered as-is and in serviceable conditions in accordance with the Maintenance Program.
- (d) Purchaser agrees to accept on the Airframe and other components the condition-monitoring and/or carry-over maintenance (including “continue-in-service” maintenance), if such maintenance either is prescribed in manufacturer Service Bulletin, manufacturer Maintenance Manual, vendor’s Service Bulletin or vendor’s Maintenance Manual or approved by manufacturer or vendor in any written form.

(e) Landing Gears

Each Landing Gear shall be delivered as-is and in serviceable conditions in accordance with the Maintenance Program, each having Cycle and Due Date, which is the most limiting and applicable, remaining to the next scheduled shop visit for overhaul.

(f) Exterior Livery and Seller's Special Exterior Markings

(i) The Airframe shall be delivered in as-is painting conditions.

(ii) The exterior markings (Seller Logos/Characters) and Japanese registration letters on the fuselage, vertical stabilizer, rudder and wing will be erased by sanding and be touchup-painted in the same color of the Airframe. New registration letters to be obtained by Purchaser shall be painted on the Aircraft by Seller at Seller's cost prior to the Ferry Flight. In any event Purchaser uses the Aircraft for commercial operation, Purchaser shall at its own cost and expense erase and paint over the vertical stabilizer.

(g) Tires and Brakes

All tires (thread depth) and brakes shall be in serviceable conditions in accordance with the Maintenance Program.

(h) Airframe Components and Parts

The Airframe hour, cycle or calendar controlled components and parts shall be delivered as-is and in serviceable conditions in accordance with the Maintenance Program.

(i) APU

The APU shall be delivered in serviceable conditions in accordance with the Maintenance Program.

1.3 Engine(a) General Condition

Seller shall guarantee the LLP minimum remained cycles of each Engine delivered with each Aircraft as 200 cycles counted by Category B operations.

(b) Each Engine will have Positive EGT Margin based on the assumption of engine thrust setting at **Category B operation (22,000 lbs)**.

(c) Seller and Purchaser do not perform any engine borescope inspection on each Aircraft. Seller shall provide Purchaser with the most recent result of the engine borescope inspection performed by Seller on each Aircraft. The condition-monitoring and/or carry-over (On-Watch) maintenance will be accepted by Purchaser.

(d) Purchaser acknowledges that Seller accumulates LLP cycle count with Category-B operation (22,000lbs).

(e) Purchaser agrees to accept Engine assignment change.

1.4 Loose Cabin Equipment

Loose cabin equipment shall be removed from the Aircraft prior to the Delivery Date, such as blankets, pillows, public telephone, magazines, cassette tapes, pre-recorded tapes, video films for entertainment.

1.6 Emergency Locator Transmitter ("ELT")

The ELT shall be removed from the Aircraft prior to the Delivery. Purchaser shall at its cost and expense furnish such equipment for the Ferry Flight if so required under the applicable aviation regulation, under where such Ferry Flight is conducted.

1.7 Galley Equipment

One (1) shipset of galley equipment including carts and containers as configured by Seller for the Aircraft (Dry Galley), shall be delivered with the Aircraft.

**ARTICLE 2. AIRCRAFT DOCUMENTS**

2.1 Seller shall deliver to Purchaser one (1) copy of each of the aircraft documents (including current revisions thereto) listed in **Schedule III** hereto (hereinafter called the "Aircraft Documents"). All the Aircraft Documents will (i) be maintained and kept in the method and form Seller maintains such information including data in accordance with the Maintenance Program as approved by RCAB, (ii) be validated by Seller, and (iii) be in good condition, readable and capable of being reproduced using standard reproduction processes, complete, up to date, accurate as to content. Current each hard time, life limited and calendar limited component installed during the Seller's operation will have certification records (Seller's serviceable tag approved by RCAB or equivalent) evidencing maintenance history back to the last major shop visit, replacement or new installation. Some of maintenance documents include Japanese expression, but Seller will not translate to any other language.

2.2 Seller shall provide to Purchaser, if so requested by Purchaser, advanced copy of any Aircraft Documents as Purchaser may desire or require in order to plan or obtain accomplish approval recertification, modification, sale and lease of the Aircraft.

**ARTICLE 3. AIRCRAFT INSPECTION AND TEST FLIGHT**

3.1 Aircraft Inspection

The Aircraft including the Aircraft Documents will be made available for the inspection by Purchaser at the Delivery Location. Seller will ensure that conveniently located, suitable office space with phone and computer line will be made available free of charge to Purchaser's representative(s) for the duration of such inspection. Purchaser shall have the right to start the Aircraft Inspection fourteen (14) calendar days (or earlier if necessary for Purchaser and so consented by Seller) prior to the Scheduled Delivery Date. Seller will open the areas of the Aircraft to allow Purchaser to accomplish its inspection to determine that the Aircraft including the Aircraft Documents as set forth in Articles 1 and 2, to the extent that such Purchaser's activity does not affect the pre-delivery maintenance being performed by Seller. If there is a finding which requires corrective action in any of the areas opened and inspected during the inspection, Purchaser's representative may reasonably request that adjacent additional panels or areas be opened in order to verify the full and complete discrepancy rectification. Seller at its cost shall rectify any discrepancies from the condition required

by Article 1 hereof, which are observed during such inspection and are communicated to Seller.

3.2 Ground Operational Check

Promptly after completion of any corrections required in Article 3.1 above, Seller will conduct an operational ground check on the Aircraft in accordance with the Maintenance Program for the purpose of demonstrating to Purchaser the satisfactory operation of the systems that are normally ground checked by Seller, including engine full rated performance run based on the Engine Thrust Setting as described in Schedule I hereof. Seller shall promptly correct any discrepancies found required to be corrected during such checks in accordance with the Maintenance Program and Article 1 hereof.

3.3 Test Flight

Seller and Purchaser do not perform any Test Flight except for the requirement relative to the correction described on Article 3.2.

3.4 Technical Acceptance by Purchaser

Upon satisfactory completion of the test provided in Article 3.2, for evidencing the Purchaser's satisfaction to the conditions as stipulated in Articles 1, 2 and 3 hereof, Purchaser shall execute and deliver to Seller a Technical Acceptance Certificate at Inspection Location.

3.5 Cost and Expenses

All the inspection, check and test flight as provided in this Article 3 shall be at Seller's expense, save that the travel, per diem and other costs incurred by Purchaser's representatives for the inspection hereof shall be at Purchaser's sole expense.

[END OF SCHEDULE II]

## Schedule III

**AIRCRAFT DOCUMENTS**  
**BOEING 737-400 AIRCRAFT**

**1. TECHNICAL DOCUMENT available on execution of LOI**

	DOCUMENT TITLE
1	Current Certificate of Airworthiness (Copy)
2	Current Certificate of Registration (Copy)
3	Current Radio Station License (Copy)
4	Aircraft Historical Brief including Scheduled Maintenance History
5	Aircraft Time and Cycle Sheet (for last 10 years)
6	FAA AD Compliance Status for Airframe; a. FAA AD Compliance Status List b. Sign-off Records for each AD
7	FAA AD Compliance Status for Engine and APU; a. FAA AD Compliance Status List b. Sign-off Records for each AD
8	Aircraft Modification; a. Boeing 737 SB Compliance Status b. Modification List for Aircraft c. STC List d. Non-FAA Approved Modification List (Major Item, including JTA Modification Data)
9	C.P.C.P. Status List
10	SSID Inspection Status List
11	Landing Gear Modification List
12	Engine Modification List / CFMI SB Compliance Status
13	APU Modification List / Hamilton Sundstrand SB Compliance Status
14	Major Repair; a. Major Repair Item List b. Fuselage Repair Mapping for Major Repair c. Approval Data (e.g. FAA Form 8110-3, 8110-9, etc.)
15	Remain Value List (Floating Maintenance Item Status List)
16	Component / Part; a. Component Status List (Time & Cycle Status for Time Replacement Parts) b. Work Record and Serviceable Tag at Last Shop Visit c. Non-FAA Approved Part List d. Non-FAA Approved Modification List (Major Item) e. Non-FAA Approved Repair List (Major Item) f. Oxygen Generator position and remaining life list
17	Equipment List; a. Equipment List (Readiness Log delivered from Boeing)

	b. Equipment List (Emergency Items)
	c. Loose Equipment List
18	Major Incident/Accident Report
19	Original FAA Export Certificate of Airworthiness (at delivery to Seller)
20	Detail Specification
21	Electrical Load Analysis
22	Cabin LOPA
23	Burn Certificate for Cabin Interior Materials excepting certain Economy Class Seats (KOITO) and Business Class Seats (KOITO)

## 2. MAINTENANCE RECORDS available on execution of LOI

	DOCUMENT TITLE
1	Aircraft Maintenance Records; a. Routine Work Records (C, SI-Checks and Time/Cycle Control Card/Sheet) b. Squawk Card (during Routine Work) c. Special Work Records (COA, EV) d. Squawk Cards (Line Maintenance) e. Aircraft Flight Log Book
2	Landing Gear Maintenance Records; a. Landing Gear Historical Record b. Work Record at the Last Shop Visit c. Life Limited Parts Status List d. Life Limited Historical Records with Associated Documents including the first overhaul data by the same first airlines (Back to Birth Traceability)
3	Engine and APU Maintenance Records; a. Summary Sheet b. Historical Summary c. Log Book d. Life Limited Parts Status List e. Life Limited Historical Records with Associated Documents (Engine LLP Back to Birth Traceability) f. Special Inspection Requirement Control Report g. Major Incident/Accident Report for each Engine and APU h. Parts Status List (Time & Cycle Status) f. Engine Last Test Cell Record (Work Sheet) g. Engine Trend Monitoring Data h. Engine / APU Maintenance Records (Last Shop Work Record)
4	Pre-Delivery Maintenance Record (Records for all maintenance performed at the time of delivery of the Aircraft)
5	Test Flight Record (Last Test Flight prior to the Delivery of the Aircraft)
6	Carry-over Item and Condition Monitoring Item List with Associated Documents (Carry-over Squawk Remain Report)



7	Last Borescope Inspection Record -Engine - (DVD)
8	Weight & Balance Report and Latest Aircraft Weighing Record
9	Last Compass Swing Record
10	Last Function Test Readout for the Flight Recorder

**3. MANUALS**

	DOCUMENT TITLE
1	FAA Approved Airplane Flight Manual
2	Boeing Weight and Balance Manual -Control and Loading-
3	JTA Wiring Diagram Manual
4	JTA Aircraft Maintenance Manual
7	JTA Illustrated Parts Document
9	JTA Structure Repair Manual
10	JTA Maintenance Requirement Manual
11	JTA Flight Crew Operating Manual with the Quick Reference Handbook
12	Boeing Operation Manual
13	Boeing Dispatch Deviation Guide
14	Galley Maintenance Manual
15	Passenger Seat Maintenance Manual

[END OF SCHEDULE III]