

ATTACHMENT 6

(b) Maintenance Payments. Lessee shall pay the Maintenance Payments for consumption of the maintenance life of the Aircraft during the Term, pursuant to this Section and Exhibit B hereof.

(1) Subject to the right to provide a letter of credit in lieu of cash Maintenance Payments as contemplated in Section 4(c), Lessee shall pay in arrears, no later than the fifteenth (15th) calendar day following the last day of each calendar month during the Term (and if such day is not a Business Day, then the immediately preceding calendar day which is a Business Day), to Lessor (or its designee), as Supplemental Rent, the Maintenance Payments on such dates with respect to the events contemplated by (A), (B), (C), (D), (E) and (F) below, based on the rates set forth below and described in Exhibit B, each individually being a **“Major Maintenance Project”**:

(A) a combined 4C and 6Y systems and structural inspection, incorporating all lower checks and other associated tasks as contemplated by the Maintenance Program in respect of the Airframe (a **“4C/6Y Check”**);

(B) a combined 8C and 12Y systems and structural inspection, incorporating all lower checks and other associated tasks as contemplated by the Maintenance Program in respect of the Airframe (a **“8C/12Y Check”**);

(C) with respect to each Engine, Performance Restoration Shop Visits (but not including removal from or installation on the Airframe or any shipping costs) (in each case, **“Qualifying Engine PRSV Costs”**);

(D) with respect to each Engine, replacement of Group A and Group B Engine Life Limited Parts (each, an **“Engine LLP Replacement”**);

(E) Landing Gear Overhaul for purposes of overhaul and Life Limited Part replacement (excluding removal and installation costs, and shipping costs, and exchange fees) (in each case, **“Qualifying Landing Gear Overhaul Costs”**); and

(F) APU Shop Visits involving gas path (hot and cold section) refurbishment pursuant to the APU manufacturer’s recommendations (excluding removal and installation costs, and any shipping costs) (in each case, **“Qualifying APU Shop Visit Costs”**).

Each such Maintenance Payment shall be specific for the consumption of the value of the specific maintenance event as specified herein. Such Maintenance Payments are Supplemental Rent and are the exclusive property of Lessor, and Lessee shall have no rights thereto, except as otherwise provided herein.

(2) Lessee shall pay the Maintenance Payments in an amount per month (the **“Monthly Maintenance Payment Amount”**) initially calculated and then annually adjusted pursuant to this Section 4(b). For each year of the Term (each such year, an **“Annual MP Calculation Period”**), the Monthly Maintenance Payment Amount shall be one-twelfth (1/12) of the amount of Maintenance Payments paid by Lessee (after

the adjustment pursuant to Clause (4) below) during the preceding Annual MP Calculation Period (the “Annual Maintenance Payment Amount”); provided, in the case of the first year of the Term, the Annual Maintenance Payment Amount and the Monthly Maintenance Payment Amount shall be calculated based on assumed annual usage of 3,500 Flight Hours, 1,500 APU Hours and 1,500 Cycles (the “**Assumed First Year Usage**”).

(3) For each Annual MP Calculation Period, the 4C/6Y Rate, the 8C/12Y Rate, the Engine Performance Restoration Rate, the Life Limited Parts Replacement Rate, the Landing Gear Overhaul Rate, the APU Shop Visit Rate, the Annual Maintenance Payment Amount and the Monthly Maintenance Payment Amount shall be calculated pursuant to Exhibit B, based on the Assumed First Year Usage in the first Annual MP Calculation Period, and thereafter based on Lessee’s actual usage of the Aircraft during the previous Annual MP Calculation Period (for each such year, the “**Assumed Annual Usage**”).

(4) With respect to each Annual MP Calculation Period, upon Lessee providing to Lessor its monthly utilization report for the final month of such Annual MP Calculation Period, (y) the amount (the “Recalculated Annual Maintenance Payment Amount”) of Maintenance Payments Lessee would have paid during the applicable Annual MP Calculation Period shall be calculated based on the recalculated Maintenance Payment rates that would have been applicable during such Annual MP Calculation Period and Lessee’s actual usage of the Aircraft during such Annual MP Calculation Period, and (z) to the extent the Annual Maintenance Payment Amount, as calculated at the commencement of such Annual MP Calculation Period and based on the Assumed Annual Usage, is higher, or lower, as the case may be, than the Recalculated Maintenance Payment Amount (such difference, the “**Maintenance Payment Equalization Payment**”), (A) if the Annual Maintenance Payment Amount is lower than the Recalculated Maintenance Payment Amount, then Lessee shall pay an amount equal to the Maintenance Payment Equalization Payment to Lessor, and (B) if the Annual Maintenance Payment Amount is higher than the Recalculated Maintenance Payment Amount, then Lessor shall allow Lessee to offset the Maintenance Payment Equalization Payment against the Monthly Maintenance Payment Amount payable by Lessee in the next Annual MP Calculation Period. In addition, the allocation of Maintenance Payments to each Major Maintenance Project shall be revised in accordance with the calculation of the Recalculated Annual Maintenance Payment Amount and the adjustment for the Maintenance Payment Equalization Payment. Notwithstanding the foregoing, for the last year of the Term, in the event that Lessor owes Lessee the applicable Maintenance Payment Equalization Payment, so long as no Material Default or Event of Default has occurred and is continuing, Lessor shall pay such Maintenance Payment Equalization Payment to Lessee concurrently with Lessor’s repayment of the Security to Lessee.

(5) If an Engine or the APU is installed on an aircraft other than the Aircraft, the Annual Maintenance Payment Amount shall be initially calculated and annually adjusted for the Engines in respect of the Flight Hours and Flight Cycles operated by the Engine on that other aircraft and for the APU with respect to the APU Hours accumulated by the APU on that other aircraft.

(6) Lessor shall collect and account for the aggregate amounts of Maintenance Payments paid by Lessee and any Lessor Maintenance Contributions pursuant to this Agreement to reimburse Lessee in accordance with Section 6(j) hereof with respect to any such Major Maintenance Project and any payment of the Maintenance Payment Equalization Payment to Lessee, if applicable, pursuant to Clause (4) above. Lessor and Lessee hereby expressly acknowledge and agree that Lessee has no right to the payment or return of any Maintenance Payments and no such right shall be deemed to arise on termination or expiration of this Lease for any reason, except to the extent otherwise provided herein. The Maintenance Payments are not cash collateral held by Lessor and are not otherwise the property of Lessee. The Maintenance Payments are payment obligations between Lessor and Lessee as set forth herein and any such Maintenance Payments received by Lessor shall be retained by Lessor, subject to Lessor's obligation to reimburse Lessee for Major Maintenance Projects in accordance with the terms of this Lease. Notwithstanding the foregoing, to the extent that any court of competent jurisdiction determines that Lessee has any interest in the Maintenance Payments, Lessee hereby grants to Lessor a security interest in any such continuing Lessee interest to secure Lessee's obligations under this Lease.

(7) The payment of Maintenance Payments for Engine Performance Restoration Shop Visits shall be waived by Lessor so long as:

(a) Lessee enters into a Total Care Agreement with RRTCSL, and such agreement remains in full force and effect;

(b) such Total Care Agreement is acknowledged pursuant to an Acknowledgement Letter; and

(c) the Engines are maintained in accordance with the Total Care Agreement.

Nothing in this subclause (7) shall be construed as an agreement for the waiver of Maintenance Payments in respect of Engine Life Limited Parts.

If any of the conditions (a) through (c) are no longer satisfied, the waiver of Maintenance Payments for Engine Performance Restoration Shop Visits shall be immediately terminated without requirement for notice, and Lessee shall immediately commence monthly Maintenance Payments for Performance Restoration Shop Visits of each Engine.

(c) Maintenance Payments Letter of Credit.

(1) On written notice given to the Lessor not less than ninety (90) days prior to each MLC Election Date, so long as no Material Default or Event of Default shall then have occurred and be continuing, the Lessee may elect to deliver to the Lessor on or before the applicable MLC Election Date an irrevocable standby letter of credit in a Stated Amount (as set out in Section 4(c)(5) below) (the "**Maintenance Payments LC**") in lieu of paying Maintenance Payments in cash commencing on such MLC Election Date. The Lessee's obligation to make Maintenance Payments shall be suspended until the first to occur of (i) the first MLC Election Date occurring after Lessee elects to re-

commence making Maintenance Payments (which Lessee shall elect by written notice to Lessor not later than sixty (60) days prior to the applicable MLC Election Date) and (ii) the first MLC Election Date occurring after Lessee is obligated to pay the Reconciliation Amount pursuant to Section 4(c)(7) hereof. Any Maintenance Payments LC shall be held by Lessor as additional assurance of performance of Lessee's obligations under this Lease, including its obligation to make Maintenance Payments and pay the Reconciliation Amount.

(2) Upon Lessee's provision of the Maintenance Payments LC, and for so long as the Lessee maintains a Maintenance Payments LC in the then applicable Stated Amount, Lessee's obligation to pay Maintenance Payments shall be suspended.

(3) If the Lessee has provided a Maintenance Payments LC which is applicable to the last year of the Term, then the Lessee shall be obligated to make a payment of the Reconciliation Amount pursuant to Section 4(c)(7) below.

(4) Any Maintenance Payments LC shall (a) permit multiple drawings thereunder in an aggregate amount not to exceed the then applicable Stated Amount, (b) have a term of at least 12 months, provided that not later than thirty (30) days before the expiration date of the then current Maintenance Payments LC, the Lessee shall either (i) pay to the Lessor as Maintenance Payments an amount equal to the Reconciliation Amount calculated for the expiration date of such Maintenance Payments LC or (ii) provide to the Lessor a replacement Maintenance Payments LC satisfying the requirements of this Section 4(c).

(5) The Stated Amount for the Maintenance Payments LC to be provided shall be calculated as the sum of the following:

(i) the then-current applicable Maintenance Payments 4C/6Y Rate multiplied by (x) 12, if the monthly rate is applicable or (y) the Flight Hours flown by the Aircraft during the most recent 12 months for which Lessee has provided operational data prior to the date on which the Maintenance Payments LC is being provided (such period, the "**Applicable MP Calculation Period**"), if the Hourly Rate is then applicable; plus

(ii) the then-current Maintenance Payments 8C/12Y Rate multiplied by (x) 12, if the monthly rate is applicable, or (y) the Flight Hours flown by the Aircraft during the Applicable MP Calculation Period, if the Hourly Rate is then applicable; plus

(iii) if Lessee is then paying Maintenance Payments in respect of Engine Performance Restoration, for each Engine, the then-current Engine Performance Restoration Rate applicable for such Engine, as calculated pursuant to Exhibit B hereto, based on the average Flight Hour to Cycle ratio and effective de-rate for such Engine during the Applicable MP Calculation Period (which amount shall be allocated separately to each Engine in the same manner as

Maintenance Payments would be allocated) multiplied by the Flight Hours flown by each Engine during the Applicable MP Calculation Period;

(iv) the then-current Engine Life Limited Parts Replacement Rate multiplied by the Cycles flown by each Engine during the Applicable MP Calculation Period (which amount shall be allocated to each Engine in the same manner as Maintenance Payments would be allocated); plus

(v) the then-current Landing Gear Overhaul Rate, as calculated pursuant to Exhibit B hereto, based on the average Flight Hour to Cycle ratio during the Applicable MP Calculation Period multiplied by (x) 12, if the monthly rate is applicable, or (y) the Cycles flown by the Aircraft during the Applicable MP Calculation Period, if the per Cycle rate is applicable; plus

(vi) the then-current APU Shop Visit Rate, as calculated pursuant to Exhibit B hereto, based on the average Flight Hour to Cycle ratio during the Applicable MP Calculation Period multiplied by the APU Hours accumulated during the Applicable MP Calculation Period; plus

(vii) for each Maintenance Payments LC provided after the Delivery Date, (x) if Lessee is already providing a Maintenance Payments LC, the available amount under the then-current Maintenance Payments LC being replaced or (y) if Lessee is paying Cash Maintenance Payments, an amount equal to the sum of all Maintenance Payments previously made by Lessee minus all reimbursement payments made by Lessor pursuant to Section 6(j) hereof; minus

(viii) any reduction to the Stated Amount pursuant to clause (6) below; and

(ix) If the Lessee is providing the Maintenance Payments LC with effect from the Delivery Date, then the Maintenance Payment rates and the calculation of the required Stated Amount shall be based on assumed Lessee annual operation of 3,500 Flight Hours, 1,500 APU Hours and 1,500 Cycles. Upon Lessee providing to Lessor its monthly utilization report for the tenth month of the Term, Lessor shall recalculate (x) the Maintenance Payment rates that would have been applicable during the first year of the Term based on Lessee's average monthly usage during such ten months, (y) the resulting amount (the "**Recalculated LC Amount**") of Maintenance Payments Lessee would have paid with respect to its operation of the Aircraft during the first twelve months of the Term based on the recalculated Maintenance Payment Rates and (z) the amount (the "**Equalization Payment**") by which the Stated Amount of the Maintenance Payments LC is higher, or lower, as the case may be, than the Recalculated LC Amount. If the Stated Amount is lower than the Recalculated LC Amount, then Lessee shall increase the Stated Amount by an amount equal to the Equalization Payment, and if the Stated Amount is higher than the Recalculated LC Payment, then Lessor shall allow Lessee to decrease the Stated Amount by an amount equal

to the Equalization Payment, in each case upon replacing the initial Maintenance Payments LC when required pursuant to Section 4(c)(4); and

(x) If the Lessee is paying cash Maintenance Payments and the Lessee provides a Maintenance Payments LC which includes the amount calculated pursuant to sub-clause (vii)(y) above, then Lessor, promptly after receipt of such Maintenance Payments LC, shall, and in no event later than ten (10) Business Days after such receipt, shall pay to Lessee an amount equal to the amount calculated pursuant to sub-clause (vii)(y) above.

(6) In connection with the annual replacement of any Maintenance Payments LC the Lessee shall be entitled to effect a reduction in the Stated Amount required for such replacement Maintenance Payments LC based on reimbursement credit for Lessee's performance of Major Maintenance Projects during the Applicable MP Calculation Period in the following manner:

(i) If Lessee intends to perform a Major Maintenance Project for which it would be entitled to receive a Lessor Maintenance Contribution, Lessee shall follow the procedures set forth in Section 6(j) hereof;

(ii) Lessee shall submit a claim for the applicable Major Maintenance Project in accordance with Section 6(j);

(iii) to the extent the Lessee, prior to providing the Maintenance Payments LC, paid Maintenance Payments in respect of such Major Maintenance Project and there is an Available Maintenance Reimbursement Amount with respect to such Major Maintenance Project, Lessor shall pay the relevant amount to Lessee, subject to and in accordance with Section 6(j); and

(iv) to the extent the applicable Available Maintenance Reimbursement Amount, if any, is less than the reimbursement payment to which Lessee would be entitled pursuant to Section 6(j), the Lessee shall request a reduction in the Stated Amount required for such replacement Maintenance Payments LC in an amount equal to the lower of (x) the portion of the Stated Amount allocable to the applicable Maintenance Payment and Major Maintenance Project in accordance with Section 4(c)(5) and (y) the difference between the amount of the reimbursement to which the Lessee is entitled and the amount of such Available Maintenance Reimbursement Amount Lessor paid to Lessee.

(7) In the event that the Lessee has elected to deliver a Maintenance Payments LC as provided under Section 4(c)(1), upon the earlier to occur of thirty (30) days prior to the first MLC Election Date following Lessee's election to replace the Maintenance Payments LC with cash payments of Maintenance Payments or the Expiration Date, the Lessee shall pay cash to Lessor of an amount equal to the sum of the below items (the "**Reconciliation Amount**"):

(i) Number of months or Flight Hours, as applicable, since new or since last 4C/6Y Check, multiplied by the then current 4C/6Y Rate, minus

the Available Maintenance Payments Reimbursement Amount, if any, in respect of the 4C/6Y Check, plus

(ii) Number of months or Flight Hours, as applicable, since new or since last 8C/12Y Check, multiplied by the then current 8C/12Y Rate, minus the Available Maintenance Payment Reimbursement Amount, if any, in respect of the 8C/12Y Check, plus

(iii) If the Lessee would, except for provision of the Maintenance Payments LC, be obligated to pay Maintenance Payments in respect of Engine Performance Restoration, the number of Flight Hours since new or since last Engine Performance Restoration for each Engine, or since termination of the Total Care Agreement, as applicable, multiplied by the then current Engine Performance Restoration Rate, minus the Available Maintenance Payment Reimbursement Amount, if any, in respect of Engine Performance Restoration, plus

(iv) With respect to each Engine, the number of Cycles since new multiplied by the then current Engine Life Limited Part Replacement Rate (adjusted to the extent necessary to cover the case where individual Engine LLP(s) have been replaced), minus the Available Maintenance Payment Reimbursement Amount, if any, in respect of Engine Life Limited Part Replacement, plus

(v) Number of APU Hours since new or since last APU Shop Visit, as applicable, multiplied by the then current APU Shop Visit Rate, minus the Available Maintenance Payment Reimbursement Amount, if any, in respect of the APU Shop Visit, plus

(vi) Number of months or Cycles, as applicable, since new or since last Landing Gear Overhaul multiplied by the then current Landing Gear Overhaul Rate, minus the Available Maintenance Payment Reimbursement Amount, if any, in respect of the Landing Gear Overhaul.

Concurrently upon receipt of the Reconciliation Amount, Lessor will return the Maintenance Payments LC to Lessee.

(8) For further avoidance of doubt, (i) the Stated Amount of any Maintenance Payments LC upon renewal shall not be less than the relevant amount of Maintenance Payments that would have been held by the Lessor if the Lessee had elected to pay Maintenance Payments in cash and the Lessor had paid the relevant Maintenance Payments in cash to the Lessee, and (ii) Lessor shall not be entitled to receive or retain any Maintenance Payments LC's or Maintenance Payments that aggregate more than the Maintenance Payments would have aggregated had the Maintenance Payments been calculated and paid in cash through the Term. In the event of any conflict with any other provision of this Agreement, this clause 4(c)(8) shall prevail.

(9) If:

(i) Lessee notifies Lessor that it has elected to replace the Maintenance Payments LC with cash Maintenance Payments and Lessee has not paid the relevant Reconciliation Payment on or prior to the date required pursuant to clause (7) above;

(ii) the Lessor provides a notice to the Lessee that the Lessor intends to terminate the leasing of the Aircraft following an Event of Default; or

(iii) the Lessee fails to comply with clause 4(c)(4),

then in any such case the Lessor may draw on the Maintenance Payments LC and apply all or any portion of the proceeds thereof in or towards satisfaction of any sums due to the Lessor by the Lessee under this Agreement and Lessor shall have the right to hold any unapplied portion as security for any and all of Lessee's unperformed obligations under this Lease. If the Lessor applies all or any portion of the proceeds of the Maintenance Payments LC, such application shall not be deemed a cure or waiver of any such failure or default, and the Lessee shall immediately, upon written demand therefor, pay to the Lessor as Supplemental Rent an amount equal to the amount so applied.

(10) The following terms shall be applicable to any Maintenance Payments, LC:

(i) Any Maintenance Payments LC provided by the Lessee to the Lessor will be (i) irrevocable, (ii) issued or confirmed by a first class internationally recognised bank based or with a branch in New York (at which the Maintenance Payments LC will be honored) acceptable to the Lessor in its reasonable discretion, (iii) subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 (UCP 600), and (iv) in form and substance reasonably acceptable to the Lessor.

(ii) If at any time during the Term the Lessor, acting reasonably, determines that the current issuing or confirming bank for the Maintenance Payments LC is no longer an acceptable issuing or confirming bank (whether by virtue of a material adverse change in its financial condition or for any other material reason) Lessor shall notify the Lessee of that and the Lessee shall promptly procure that the Maintenance Payments LC is replaced by a Maintenance Payments LC issued or confirmed by another bank reasonably acceptable to the Lessor.

(iii) If the Lessor makes a drawing under the Maintenance Payments LC in accordance with the provisions of this Lease, the Lessee shall, following a demand in writing by the Lessor, immediately procure that the maximum amount available for drawing under the Maintenance Payments LC is restored to then applicable Stated Amount.

(11) Any Letter of Credit shall be transferable to:

(i) any person to whom a Transfer is made in accordance with the provisions of this Lease;

(ii) the Security Trustee; or

(iii) if there is no Security Trustee, any other Finance Party designated by the Lessor,

without the prior consent of the Lessee, provided that the payment of any fee to the applicable letter of credit bank in connection with any such transfer shall be payable by Lessor.