

ATTACHMENT 8

(a) Lessor Maintenance Contributions. Provided no Material Default or Event of Default has occurred and is continuing, Lessor will reimburse Lessee for certain costs of maintenance for which Lessee has made Maintenance Payments in cash (the “**Lessor Maintenance Contributions**”), subject to the conditions herein.

(1) If Lessee intends to undertake a Major Maintenance Project, the cost for which it will seek reimbursement, Lessee shall notify Lessor in advance in writing of the workscope Lessee desires to accomplish, the estimated cost thereof and the maintenance facility Lessee proposes to have accomplish the work (provided, in the case of an unscheduled line replacement of one or more Group B LLPs, Lessee may provide notice after such replacement and the timing of such notice shall not affect Lessor’s reimbursement obligations under this Section 6(j)). Lessee shall require any Approved Maintenance Provider performing a Major Maintenance Project to provide Lessee with all dirty fingerprint shop work cards and Material Data Sheets related to such Major Maintenance Project. Lessor shall promptly advise Lessee in writing of its consent or rejection after receipt of Lessee’s notice, such consent not to be unreasonably withheld or delayed. Any Major Maintenance Project workscope shall be built in compliance with Lessee’s Maintenance Program and shall be the sole responsibility of Lessee.

(2) Any claims by Lessee for reimbursement for a Major Maintenance Project shall be made not later than two hundred seventy (270) days after completion of the related work for which reimbursement is sought.

(3) Provided that no Material Default or Event of Default has occurred and is continuing, and provided Lessee shall have provided the Material Data Sheets and other customary records related to a Major Maintenance Project, Lessor shall pay to Lessee or, if Lessee and Lessor so agree, directly to the Approved Maintenance Provider, within thirty (30) days after presentation of initial or final invoices together with supporting evidence that the Major Maintenance Project has been completed, reasonably satisfactory to Lessor, such as third party bills, work package certified to be completed, invoices or other receipts evidencing the performance, cost and proof of payment of the related work to the reasonable satisfaction of Lessor, the applicable amounts as provided by clause (C) below and claimed by Lessee in respect of a Major Maintenance Project, provided, however, that:

(A) no payment shall be made in respect of routine line maintenance, replacements or repairs caused by vendor warranty, ingestion (foreign object damage), faulty maintenance or installation, service bulletins not included in the Maintenance Program, improper operations, misuse, neglect, accidental cause, or any cost which is reimbursable by a claim under the Manufacturer’s warranties or by insurance (deductibles being treated as reimbursable by insurance for this purpose) after due diligence in effecting recovery, or any other replacements or repairs paid for or reimbursable by any other Person; provided, that the Lessee shall be entitled to reimbursement for maintenance which otherwise qualifies as a Major Maintenance Project regardless of whether any of the foregoing circumstances in this clause (A) apply;

(B) no payment shall be made for Engine Performance Restoration Shop Visits while an Engine is subject to a Total Care Agreement;

(C) the amount payable at any time by Lessor to Lessee, in respect of any Major Maintenance Project, shall be as follows:

(u) in the case of any 4C/6Y Check, such amount shall equal the Available Maintenance Reimbursement Amount in respect of the 4C/6Y Check; and

(v) in the case of an 8C/12Y Check, such amount shall equal the Available Maintenance Reimbursement Amount for the 8C/12Y Check;

(w) in the case of Qualifying Engine PRSV Costs for an Engine, such amount shall equal the Available Maintenance Reimbursement Amount, if any, for the Qualifying Engine PRSV Costs and allocable to such Engine;

(x) in the case of an Engine LLP Replacement, reimbursement shall be made on a per part basis based on Lessee's actual cost to purchase the applicable Group A and/or Group B Life Limited Part(s) being replaced; provided, that, the reimbursement payment shall not exceed the Available Maintenance Reimbursement Amount for Engine LLP Replacement;

(y) in the case of Qualifying Landing Gear Overhaul Costs for a Landing Gear, such amount shall equal the Available Maintenance Reimbursement Amount (as allocated 40% to each of the two main Landing Gear and 20% to the nose Landing Gear pursuant to Exhibit B hereto) for such Qualifying Landing Gear Overhaul Costs; and

(z) in the case of Qualifying APU Shop Visit Costs, such amount shall equal the Available Maintenance Reimbursement Amount available for Qualifying APU Shop Visit Costs.

The total amounts payable at any time by Lessor to Lessee in respect of any PRSV or LLP replacement, respectively, shall not in any event exceed the amount of any funds paid by Lessee to Lessor as Maintenance Payments as allocated between PRSV or LLP replacement, respectively for that specific Engine, less any previous Lessor Maintenance Contributions for that specific Engine. If on any occasion during the Term, the maximum amount of Maintenance Payments available to Lessee in respect of any PRSV or LLP replacement for a specific Engine, respectively, is insufficient to meet a claim for payment, the shortfall in respect of such PRSV or LLP replacement is for the account of Lessee and may not be carried forward or made the subject of any further

claim for payment. Lessee shall have no right to make a claim for Engine PRSV funds to be used for LLP replacement expenses, or for LLP replacement funds to be used for PRSV expenses; and

(4) if on any occasion during the Term, the maximum amount of any Lessor Maintenance Contribution in respect of any Major Maintenance Project, is insufficient to meet a claim for payment, the shortfall is for the account of Lessee and may not be carried forward or made the subject of any further claim for payment.