

**IN THE FEDERAL COURT OF AUSTRALIA
DISTRICT REGISTRY**

No. V621 of 2005

**IN THE MATTER OF ANSETT AUSTRALIA LIMITED
(ACN 004 209 410) & ORS (in accordance with the
Schedule attached) (All Subject to a Deed of
Company Arrangement)**

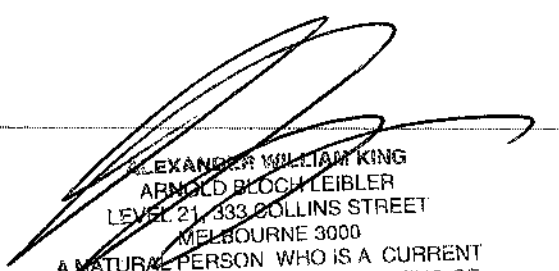
and

**MARK ANTHONY KORDA and MARK FRANCIS
XAVIER MENTHA (as Deed Administrators of the
Companies)**

CERTIFICATE IDENTIFYING EXHIBIT

This is the exhibit marked **"MAK-44"** produced and shown to **MARK ANTHONY KORDA** at the time of swearing his affidavit dated 12 September 2005.

Before me:



ALEXANDER WILLIAM KING
ARNOLD BLOCH LEIBLER
LEVEL 21, 333 COLLINS STREET
MELBOURNE 3000
A NATURAL PERSON WHO IS A CURRENT
PRACTITIONER WITHIN THE MEANING OF
THE LEGAL PRACTICE ACT 1996

Exhibit "MAK-44"
Skywest Sale Agreement



**Share Sale Agreement - Skywest Airlines Pty
Limited (Subject to Deed of Company
Arrangement)**

Date *21st February 2002*

Bodas Pty Limited
(Administrators Appointed)
ACN 002 158 741

Airline Investments Limited
ACN 098 904 262

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Parties

Bodas Pty Limited (Administrators Appointed)
ACN 002 158 741 (acting by the Administrator)
(Seller)

Airline Investments Limited
ACN 098 904 262
(Buyer)

Background

- A The Seller is the registered holder of all of the Shares.
- B The Administrator was appointed administrator of the Seller and of the Company on 17 September 2001 pursuant to an order of the Federal Court, following the initial appointment of administrators on 12 September 2001.
- C The Administrator has proposed and recommended a deed of company arrangement in respect of the Company (DOCA) if the Seller agrees to hold the Trust Monies and the Excluded Assets on trust for the creditors of the Company on the terms of the Westsky Trust. The DOCA was executed on 15 February 2002 and, amongst other things, releases and extinguishes all Pre-Administration Claims against the Company.
- D On 13 December 2001, the Seller accepted the Buyer's offer to buy the Shares, subject to the terms and conditions of an offer letter from the Buyer to the Seller dated 10 December 2001 as well as the additional terms and conditions set out in the Seller's acceptance dated 13 December 2001. This agreement replaces those two letters.
- E The Seller has agreed to sell and the Buyer has agreed to purchase the Shares on the terms and conditions set out in this agreement.

Provisions

The interpretation provisions of this agreement (including definitions) are in schedule 1. The schedules and any annexures form part of this agreement.

1 Conditions Precedent

1.1 Conditions of Completion

Completion of this agreement is subject to:

- a) executing the DOCA;
- b) subject to clause 11 (Post Completion matters), the transfer of the Ansett Assets from the Ansett Group to the Company;
- c) executing the Ansett Novation Agreement;

- d) the transfer of the Excluded Assets from the Company to the Seller;
- e) the Buyer being assured to its reasonable satisfaction of CASA not objecting to the continuation of the AOC notwithstanding the sale of the Shares; and
- f) remove the existing directors of the Company in accordance with clause 3.1 (Actions by the Seller prior to Completion).

1.2 Notice

The Seller and the Buyer must promptly notify the other in writing after they become aware that any condition for Completion in clause 1.1 is satisfied or cannot be satisfied.

1.3 Waiver

- a) The conditions for Completion in clause 1.1b), 1.1d), and 1.1f) may only be waived by the written agreement of the Seller and the Buyer.
- b) The conditions for Completion in clause 1.1a), 1.1c) and 1.1e) cannot be waived.

1.4 Conditions not satisfied

- a) If any condition in clause 1.1 is not fulfilled, or otherwise waived under clause 1.3, on or before 15 February 2002, then either the Buyer or the Seller may, by not less than 2 Business Days written notice to the other, terminate this agreement.
- b) On termination, no party has any obligation or liability to any other party, except in connection with claims which arose before the termination. However, clauses 14 (Confidentiality), 15 (Costs and stamp duty), 16 (GST), 17 (Notices), 18 (General), 19 (Governing Law) and Schedule 1 (Interpretation) of this agreement and the provisions of the Escrow Deed continue to apply.

2 Agreement to sell and purchase

2.1 Sale and Purchase

The Seller agrees to sell and transfer to the Buyer and the Buyer agrees to purchase and receive from the Seller, on the terms and conditions of this agreement, the Shares for the Trust Monies.

2.2 Title, property and risk

Until Completion, risk in the Shares remains with the Seller. On Completion, risk in the Shares will pass to the Buyer. Legal title to the Shares will pass to the Buyer on registration by the Company of the share transfers for the Shares.

3 Conduct pending Completion

3.1 Actions by the Seller prior to Completion

Prior to Completion and subject to clause 1.1 (Conditions of Completion), the Seller will procure that the Administrator removes all directors of the Company who were the directors of the Company as at 12 September.

3.2 Conduct of Business

Until Completion, the Seller must ensure that the Company subject to complying with the provisions of clause 1.1 (Conditions of Completion):

- a) does not enter into any new material contract or arrangement without the prior written consent of the Buyer;
- b) carries on its business in a normal, proper and efficient manner and in the ordinary course;
- c) does not increase, reduce or otherwise alter its share capital or grant any options for the issue of shares or other securities;
- d) does not alter any provision of its Constitution;
- e) does not declare or pay any dividend; and
- f) does not buy back any of its shares.

3.3 Access

Before the Completion Date, the Seller must procure that the Company:

- a) gives reasonable access to the Buyer and its representatives, during normal business hours and on reasonable notice, to inspect the Records and the assets and undertakings of the Company; and
- b) furnishes the Buyer with all such information as may be reasonably requested by the Buyer and its representatives concerning the Company.

4 Completion

4.1 Time and place of Completion

Completion will occur on the Completion Date at the offices of Andersen, at 225 St Georges Terrace, Perth WA at 2.00pm or at any other time or place agreed in writing by the parties.

4.2 Seller's obligations at Completion

Subject to the Buyer satisfying its obligations under clause 4.3 (Obligations of Buyer at Completion), the Seller will, on Completion:

- a) Give and deliver to the Buyer:
 - i) the share certificates for the Shares;
 - ii) completed transfers of the Shares in a form that complies with the Company's constitution, duly executed in favour of the Buyer as transferee;
 - iii) the common seal, certificate of incorporation or registration, asset register, all other registers, management accounts, budgets and all books of accounts, ledgers, records, documents and other business papers of any kind (whether in written, digital or electronic format) of the Company, which are in the possession or under the control of the Company at Completion;
 - iv) all keys (and other access devices) to the business premises owned or leased by the Company;
 - v) a bank cheque in favour of the Company for the Estimated Cash Amount;
 - vi) a copy of a notification to the Australian Taxation Office deleting the Company from the Ansett Group's GST Group Registration;
 - vii) a copy of the resolution of each of the following companies recording the change of names to names that do not include the word "Skywest":
 - A) "Skywest Aviation Limited ACN 004 444 866 (Subject to Deed of Company Arrangement)",
 - B) "Skywest Jet Charter Pty Limited ACN 008 800 155 (Subject to Deed of Company Arrangement)"; and
 - C) "Skywest Holdings Pty Limited ACN 008 905 646 (Subject to Deed of Company Arrangement)"; and
 - viii) such interests as the Company may have in any software.

In the case of the items referred to in paragraphs iii), iv) and viii), delivery is to be made by leaving those items in a safe and appropriate place at the Company's principal place of business or at such other place as the parties may agree.
- b) Subject to Completion, the Seller will appoint as directors of the Company the persons nominated, in writing by the Buyer, at least one Business Day prior to Completion, effective as at Completion.

4.3 Obligations of Buyer at Completion

Subject to the Seller satisfying its obligations under clause 4.2 (Seller's obligations at Completion), the Buyer will on Completion pay to the Seller, or the Seller's nominee, by bank cheque the Estimated Trust Monies.

4.4 Obligations of the Administrator at Completion

Subject to the Buyer satisfying its obligations under clause 4.3 and the Seller satisfying its obligations under clause 4.2, the Seller will procure that the Administrator on Completion give and deliver to the Buyer:

- a) a copy of an ASIC Form 509G "Notice of termination of deed of company arrangement"; and
- b) a copy of an ASIC Form 505 "Notification of appointment or cessation as an external administrator".

4.5 Payment of the Deposit

At Completion the Buyer and the Seller will direct that the Escrow Agent releases the Deposit to the Seller in accordance with the terms of the Escrow Deed.

4.6 Interdependency

The obligations of the parties in respect of Completion are interdependent. All things or actions required to be done at Completion will be treated as having taken place simultaneously and (unless all of the parties agree in writing to the contrary) no delivery or payment will be treated as having been made until all deliveries and payments due to be made at Completion have been made. Completion will be taken for all purposes not to have occurred unless and until all those deliveries and payments have been made unless both parties agree in writing to the contrary.

4.7 Time is of the essence

Time is of the essence in relation to the obligations of each party under this clause 4.

5 Post-Completion Adjustment

5.1 Determination

As soon as practicable (but, in any event, within 15 Business Days) after the Completion Date, the Seller must:

- a) prepare and provide to the Buyer:
 - i) an adjustment statement (in the form of, or substantially in the form of, the Proforma Adjustment Statement); and

- ii) a statement of the Adjusted Cash Amount;
- b) notify the Buyer of its determination of:
 - i) the Adjustment Amount;
 - ii) the Adjusted Cash Amount,

together with information relating to each determination in sufficient detail to enable the Buyer to adequately verify the accuracy of each determination and the methodology used in making each determination.

5.2 Objections

- a) The Buyer may, within a period of 10 Business Days after it has been notified by the Seller of its determination of the Adjustment Amount under clause 5.1a)i) (Determination) and the Adjusted Cash Amount under 5.1a)ii) (Determination), notify the Seller of any objections that it may have as to either determination.
- b) If a notice is given by the Buyer within that period, the Seller and the Buyer must attempt to resolve the objections of the Buyer by negotiations conducted in good faith.
- c) If no notice is given by the Buyer within that period, the determination of the Adjustment Amount and/or the Adjusted Cash Amount notified by the Seller to the Buyer under clause 5.1 will be conclusive and binding on the parties in the absence of manifest error.
- d) If the Buyer and the Seller are unable or unwilling to resolve the objections referred to in clause 5.2 (b) within 10 Business Days of the notice given by the Seller under clause 5.2(a), then the Adjustment Amount and/or the Adjusted Cash Amount will be determined in accordance with the provisions of clause 13 (Expert Determination).

5.3 Payment

On the Adjustment Date:

- a) the Seller must pay to the Buyer, or to the Buyer's nominee as the Buyer may have directed by notice to the Seller given not less than 1 Business Day before the Adjustment Date:
 - i) the amount (if any) by which the Adjustment Amount exceeds the Estimated Adjustment Amount; and
 - ii) the amount (if any) by which the Adjusted Cash Amount exceeds the Estimated Cash Amount; or
- b) the Buyer must pay to the Seller, or to the Seller's nominee as the Seller may have directed by notice to the Buyer given not less than 1 Business Day before the Adjustment Date:
 - i) the amount (if any) by which the Estimated Adjustment Amount exceeds the Adjustment Amount; and

- ii) the amount (if any) by which the Estimated Cash Amount exceeds the Adjusted Cash Amount.

Payment must be by bank cheque or as otherwise agreed in writing by the parties before the Adjustment Date.

5.4 Buyer must give access

The Buyer must provide, and must procure that the Company provides, such information and documents in its possession or control and such assistance as it is able to give that the Seller may reasonably require for the purposes of determining the adjustment statement referred to in clause 5.1a)i) (Determination) and the Adjusted Cash Amount referred to in clause 5.1a)ii) (Determination).

6 TESNA

6.1 Acknowledgment of TESNA acquisition

The parties acknowledge that:

- a) the Administrator is, as at the date of this agreement, negotiating with TESNA for the sale of the Ansett Mainline and other associated businesses of the Ansett Group to TESNA;
- b) it is the wish of TESNA and the Buyer to enter into arrangements for the provision of Shared Services by Ansett Mainline to the Company following the Ansett Completion Date; and
- c) the Ansett Completion Date is likely to occur after the Completion Date.

This clause sets out the proposed arrangements for the provision of the Shared Services by Ansett Mainline to the Company for the period between the Completion Date and the Ansett Completion Date.

6.2 Interim Arrangements

- a) Subject to clause 6.2b), from the Completion Date, the Seller will use its reasonable best endeavours to have Ansett Mainline provide the Shared Services to the Company as are provided by Ansett Mainline to the Company at the date of this agreement at the rates specified in Schedule 9.
- b) The provision of the Shared Services by Ansett Mainline to the Company ceases immediately on the earlier of:
 - i) 30 days written notice by the Seller to the Buyer; and
 - ii) the Ansett Completion Date whether or not Ansett Mainline and the Company have entered into formal arrangements for the provision of the Shared Services

by Ansett Mainline to the Company on and from the Ansett Completion Date.

6.3 Assistance

Subject to clauses 6.4 (Exclusion of liability) and 6.5 (No right to terminate), the Seller and the Administrator will each use reasonable best endeavours to assist the Buyer to negotiate arrangements for the provision of Shared Services by Ansett Mainline to the Company.

6.4 Exclusion of liability

The Seller excludes all liability for the Shared Services by Ansett Mainline to the Company and the Buyer acknowledges that it has no right or claim against the Seller and/or the Administrator in respect of the Shared Services.

6.5 No right to terminate

The Buyer acknowledges that it has no right to make a Claim or rescind this agreement if the arrangements for the provision of Shared Services by Ansett Mainline to the Company are not documented, finalised or entered into between TESNA and the Company for whatever reason.

7 Superannuation

7.1 Access to superannuation funds information

The Seller agrees that it will ensure that before the Completion Date the Buyer is provided with all records and information which the Buyer (or any actuary appointed by the Buyer) may require (including detailed information about each Employee's Superannuation Plan (including the Transferring Employees) and the Company's Superannuation Commitments (including the Excluded Fund) in order to enable the Buyer to take over responsibility for and administer superannuation arrangements and Superannuation Commitments of the Company (including the Excluded Fund). This obligation extends to any records, information or systems which are recorded, maintained or otherwise dependent on any computerised or similar system or service.

7.2 Excluded Fund

In respect of the Excluded Fund, by the Completion Date, the Buyer must:

- a) establish a regulated superannuation fund for the Transferring Employees; or
- b) allow the Transferring Employees to join an existing regulated superannuation fund of the Buyer; or

- c) notify the Seller of an industry superannuation fund or approved deposit fund or other superannuation fund that the Buyer intends to use for the Transferring Employees (Buyer's Super Fund).

In each case, the fund must provide benefits for the Transferring Employees in respect of their periods of membership with the Excluded Fund at least as favourable as their benefits under the Excluded Fund at the date they transfer to the Buyer's Super Fund.

7.3 Offers to join the Buyer's Super Fund

The Buyer must offer each Transferring Employee membership of the Buyer's Super Fund 1 Business Day prior to the Completion Date.

8 Buyer's Post-Completion Obligations

8.1 Administrator Contracts

After Completion, the Buyer will procure that the Company perform the obligations relating to, and satisfies all the liabilities arising from, all of the Administrator Contracts.

8.2 Access

After Completion, the Buyer agrees to provide, and procure that the Company provide, such information and documents in its possession or control and such assistance as it is able to give that the Seller may reasonably require in connection with:

- a) the conduct of the administration of the Company and/or the Seller;
- b) the administration of the Westsky Trust; or
- c) the conduct of the matters referred to in clause 9 (Seller's obligations following Completion) and clause 10.1 (Known Claims).

9 Seller's obligations following Completion

The Seller acknowledges that it is responsible for:

- a) all the Company's Superannuation Commitments in respect of the Employees for the period between 12 September 2001 and the Completion Date;
- b) amounts, if any, owing to the Deputy Commissioner of Taxation by the Company for the part of the 2001/2002 income tax year for the period between 12 September 2001 and the Completion Date;
- c) dealing with any litigation which has been commenced against the Company prior to the Completion Date; and

- d) the amounts due and owing by the Company as at the Completion Date to third parties for services provided or goods actually delivered by those third parties to the Company and utilised by the Company, or for which the Company has had the benefit of, in the period from 12 September 2001 to the Completion Date.

10 Actions by Claimants following Completion

10.1 Known Claims

The Seller is responsible for dealing with and/or resolving the Known Claims and the Buyer will have no liability in relation to the Known Claims.

10.2 Buyer's discretion to return Assets

- a) If any of the Assets are or are found to be subject to a Claim by a Claimant, the Buyer will procure that the Company, at its discretion:
 - i) return such Asset to the Claimant (**Returned Asset**); or
 - ii) make such payment to or arrangements with the Claimant as may be reasonably necessary to resolve the Claim (**Claimant Payment**).
- b) At the Seller's request, the Buyer will, at its own cost, keep the Seller informed of the current position regarding all such Claims.

10.3 Seller may deal with Claim

Notwithstanding the Buyer's obligations under clause 10.2 (Buyer's discretion to return Assets), if the Buyer has informed the Seller of a Claim in relation to an Asset and:

- a) the Seller reasonably concludes that the Buyer or the Company (as the case may be) is not dealing with the Claim with due expedition or in the interests of the Administrator or the Seller; or
- b) if the Seller:
 - i) is served with proceedings in respect of the Claim; or
 - ii) reasonably concludes that such service is imminent,

the Seller may deal as it thinks fit with that Claim made, or proceedings brought against the Seller, by a Claimant and in that event the Seller will keep the Buyer informed on a timely basis of all material developments on that Claim.

10.4 Removed Assets

- a) If a Claimant:
 - i) refuses to sell or otherwise make available any Assets to the Company; or
 - ii) requires the Buyer or the Company to deliver up such Assets or any part of them,

the Buyer agrees that the Seller will be entitled by written notice to the Buyer to remove any such Assets (Removed Assets) from the control of the Company.
- b) Subject to clause 10.4a), the Buyer must, immediately upon receipt of a notice under clause 10.4a), procure that the Company permit any Removed Assets still in the possession or control of the Company to be repossessed by the Seller and sign such documentation as may reasonably be required for that purpose.
- c) If the Company is unable, or otherwise fails, to make any Removed Assets available for repossession by the Seller in accordance with clause 10.4b), the Buyer will indemnify the Seller fully and completely against all actions, proceedings, claims, demands, costs, expenses, damages, penalties and liabilities whatsoever which may be brought against or incurred by the Seller (otherwise than as an unsecured liability) in connection with those Removed Assets.

10.5 Payments

In the event of:

- a) the return under clause 10.2a)i) of a Returned Asset; or
- b) the payment under clause 10.2a)ii) of a Claimant Payment; or
- c) the removal under clause 10.4 (Removed Assets) of any Removed Asset,

the Seller will, as an expense of the administration, pay to the Buyer a sum equal to:

- d) in respect of a Returned Asset or a Removed Asset, the price attributable to that Returned Asset or Removed Asset, as the case may be, being the market value of the Returned Asset or Removed Asset as at the date of return or removal; or,
- e) in respect of a Claimant Payment, the amount paid by the Company to the Claimant to resolve that Claim.

Referring to the price(s) specified in paragraph d), such price(s) will be agreed between the Seller and the Buyer and, failing agreement, be determined in accordance with the provisions of clause 13 (Expert Determination).

10.6 Time limits

The Seller acknowledges that the Buyer will have a right of recourse against the Trust Monies to the extent of any Claim made under this agreement for a period of 6 months following the Completion Date.

10.7 Maximum aggregate liability

The maximum aggregate amount which the Buyer may recover from the Seller in respect of all Claims is an amount equal to the Trust Monies.

11 Post Completion matters - Equipment Leases

- a) If any of the Equipment Leases have not been transferred on or prior to Completion, the Seller must procure that the relevant lessor will use its reasonable endeavours (which shall not include the payment of any outstanding financial indebtedness) to procure as soon as practicable after the Completion Date the agreement or consent of the other party to each Equipment Lease (if the agreement or consent of that other party is required under the terms of that Equipment Lease) to the transfer of those Equipment Leases to the Company.
- b) The Buyer must as soon as practicable after the Completion Date do all things reasonably required of it by the Seller to facilitate the matters referred to in clause 11a).
- c) Failure to obtain any such agreement or consent under clause 11a) shall not prejudice this Agreement or affect the Trust Monies payable.
- d) If such agreement or consent under clause 11a) is not obtained within 30 days of the Completion Date, the Buyer must return the property the subject of the relevant Equipment Lease to the Seller and the asset the subject of the relevant Equipment Lease will be treated as having been excluded from the definition of Ansett Assets in Schedule 1 unless the Buyer makes such payments or arrangements to the relevant lessor to enable the Buyer to have the benefit of the Equipment Lease.
- e) The Seller and the Administrator shall not be required to incur any liability to enter into any agreement under clause 11a) nor shall any agreement entered into under clause 11a) impose any liability on the Seller or the Administrator.

12 Administrator

The Buyer acknowledges that the Buyer is not contracting with the Administrator personally but rather is contracting with the Seller. The Administrator is the agent of the Seller, and will not incur any personal liability to the Buyer on any basis whatsoever.

13 Expert Determination

13.1 Referral to Expert

If the Seller and the Buyer are unable or unwilling to:

- a) resolve all or any of the objections raised by the Buyer under clause 5.2 (Objections) within 10 Business Days after the Seller has been given notice of those objections by the Buyer under clause 5.2(a); or
- b) agree to a price to be paid by the Seller to the Buyer for a Removed Asset under clause 10.5 (Payments) within 10 Business Days after the Seller has been given notice by the Buyer,

then the Seller or the Buyer may refer those matters in dispute to an Expert for an Expert Determination.

13.2 Buyer must give access

The Buyer must provide, and must procure that the Company provides, such information and documents in its possession or control and such assistance as it is able to give that the Expert may reasonably require for the purposes of making the Expert Determination in accordance with clause 13.1 (Referral to Expert).

14 Confidentiality

14.1 The Seller's obligations

After Completion, the Seller must not, and must ensure that its officers and employees do not, without the prior written consent of the Buyer, use or disclose the Confidential Information except as required by law.

14.2 Confidentiality of agreement

The parties must maintain absolute confidentiality concerning the existence and the terms of this agreement. Subject to clause 14.3 (Exceptions), no public announcements or communications relating to the negotiations of the parties or the existence, subject matter or terms of this agreement may be made or authorised by or on behalf of a party without the prior written approval of the other parties.

14.3 Exceptions

- a) Subject to paragraph b), a party may make any disclosures in relation to this agreement as it, in its absolute discretion, believes is necessary:
 - i) to the professional advisers, bankers, financial advisers and financiers or to any person whose consent is required under this agreement or for a transaction contemplated by this agreement if the person to whom

disclosure is made has undertaken in writing to keep confidential any information so disclosed;

- ii) to comply with any applicable law or court proceedings or the requirements of any regulatory body or the rules of any stock exchange on which the shares of a party or any Associate of a party are listed; or
 - iii) to the Employees to the extent necessary to reasonably communicate the sale and purchase to them and to induce them to enter employment contracts with the Buyer.
- b) The Buyer may make disclosures in relation to this agreement as reasonably required for fundraising purposes, which disclosures:
- i) have received the Seller's prior written approval;
 - ii) are made to persons approved by the Seller in writing prior to making any such disclosures; and
 - iii) are made on the basis that such persons agree with the Seller in writing to maintain the disclosures in strictest confidence.

15 Costs and stamp duty

15.1 Costs Generally

Except to the extent specified in clause 15.2 (Stamp duty), each party must bear and is responsible for its own costs in connection with the preparation, execution, Completion and carrying into effect of this agreement.

15.2 Stamp duty

Subject to clause 15.3 the Buyer must bear and is responsible for all stamp duty on or in respect of:

- a) this agreement; and
- b) the sale, purchase, assignment or transfer of any property under this agreement (which includes the agreement to transfer the Ansett Assets from the Ansett Group to the Company)..

15.3 Ansett Novation Agreement

Responsibility for stamp duty payable on the Ansett Novation Agreement will be determined under the Ansett Novation Agreement.

16 GST

16.1 Taxable Supplies

- a) Amounts payable under this agreement are exclusive of GST.

- b) If a Supply under this agreement by a party (Payee) to the other party (Payer) is a Taxable Supply then the Payer must pay to the Payee (without deduction or set-off) an additional amount (Additional Amount) determined by multiplying the amount payable in respect of that Supply by the Prevailing GST Rate.

16.2 Payment on demand

- a) The Payer must pay each Additional Amount at the same time as the amount payable for the Supply referable to it or upon demand by the Payee (whichever is the earliest) and whether that demand is by means of a Tax Invoice or otherwise.
- b) If an Additional Amount is paid in respect of a Supply, and that Supply is later determined not to be a Taxable Supply, that Additional Amount must be refunded to the payer.

16.3 Survival

The obligations in this clause 16 (GST) survive Completion.

17 Notices

17.1 Form and delivery

Unless this agreement states otherwise, each communication in connection with this agreement (including a notice, consent, request, waiver or demand):

- a) must be in writing, directed for attention as shown in clause 17.3 (Address details), or as last notified by the recipient; and

- b) must be:

- i) delivered;
- ii) sent by prepaid mail (airmail, if posted to or from overseas); or
- iii) faxed,

to the recipient's postal address or fax number shown in clause 17.3 (Address details), or to the address or fax number last notified by the recipient for this purpose.

17.2 Receipt and effect

A communication given in accordance with clause 17.1 (Form and delivery):

- a) is treated as having been received:
 - i) if delivered before 5:00pm (in the place it was delivered to) on a Business Day, on that day - otherwise on the next Business Day;

- ii) if sent by mail, on the third Business Day (in the place it was sent from) after posting (or seventh if posted to or from overseas); and
 - iii) if sent by fax, on the date and time which the sending machine's transmission report indicates as the date and time the whole fax was sent. (However, if the report indicates the transmission was made on a day that is not a Business Day in the place it was sent to, or was not completed before 5:00pm in that place, then the communication is treated as having been received at 9:00am on the next Business Day in that place); and
- b) takes effect from the time it is received (or treated as received) unless a later time is specified in it.

17.3 Address details

the Seller

Attention Mark Korda and Mark Mentha
 Address c/- Andersen, 360 Elizabeth Street, Melbourne, Victoria, 3000
 Fax 03 9286 8400

Buyer

Attention Patrick Ryan
 Address c/- Airline Investments Limited
 Level 2, 149 Collin Street
 West Perth, WA, 6005
 Fax 08 9486 1455

17.4 Serving documents for proceedings

Any document in connection with legal proceedings (including administrative law proceedings) may be served on a party by being delivered to that party's address last notified for service of notices under clause 17.1 (Form and delivery). This does not prevent any other method of service permitted by law.

18 General

18.1 Entire agreement

This agreement sets out the entire agreement between the parties in relation to its subject matter. Accordingly, any thing (such as correspondence, negotiations or representations before this document is executed, or an arrangement or understanding not reflected in this agreement) does not bind the parties and may not be relied on by them.

18.2 Counterparts

This agreement may be made up of counterparts (that is, more than one copy of the agreement, each signed by one or more of the parties - when taken together, the copies which, between them, are signed by every party are treated as being the one document).

18.3 Changes and waivers

This agreement may only be amended in writing signed by all the parties. A provision of this agreement (including a condition precedent) may only be waived in writing signed by the person who has the benefit of the provision and who is therefore to be bound by the waiver. The Buyer agrees to procure that the Company does not amend the "Transaction Documents" (as defined in the Aircraft Lease) without the prior written consent of both Ansett Australia and the Seller.

18.4 Complying with conditions

Each party agrees to comply with the conditions of any consent or waiver given by another party.

18.5 Additional rights

The rights, powers and remedies of each party under this agreement are additional to other rights, powers and remedies independently given by law.

18.6 Contractual obligations and rights are not affected

The obligations and rights of each party under this agreement are not affected by any law that, but for this clause, would affect those obligations and rights.

18.7 Further steps

Each party must do everything reasonably necessary (including executing or producing documents, getting documents executed or produced by others and obtaining consents) to give effect to the provisions of this agreement (including the transactions contemplated by it).

18.8 Time conditions must be strictly complied with

Time is of the essence in respect of obligations to pay money under this agreement.

19 Governing law

This agreement is governed by the law in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

Schedule 1 - Interpretation

1 Definitions

In this agreement, unless the context requires otherwise:

Accrued Employee Entitlements	means the following adjusted, as at Completion: <ul style="list-style-type: none">a) the accrued annual leave (including leave loading where applicable) entitlements of the Employees determined under any statute, industrial award, agreements approved or certified under any law or contracts of employment applicable to the Employees; andb) the accrued long service leave entitlements of the Employees determined under any statute, industrial award, agreements approved or certified under any law or contracts of employment applicable to the Employees recognising Prior Service
Adjusted Cash Amount	means the Cash Amount as notified to the Buyer in accordance with clause 5 (Post-Completion Adjustment).
Adjustment Amount	means the sum of the Accrued Employee Entitlements and the Rotable Cost as notified to the Buyer in accordance with clause 5 (Post-Completion Adjustment).
Adjustment Date	means the fifth Business Day after the determination of the Adjustment Amount and Adjusted Cash Amount under clause 5 (Post-Completion Adjustment) becomes conclusive and binding on the parties.
Administrator	means Mark Francis Xavier Mentha and Mark Anthony Korda.

Administrator Contracts	means each contract entered into by the Company in the ordinary course on or after 12 September 2001 including: <ul style="list-style-type: none"> a) for the carriage of passengers by the Company; b) for the carriage of freight by the Company; and c) maintenance / service contracts in respect of any plant or equipment used by the Company.
Aircraft Lease	means the Equipment Lease dated 27 October 1987 between Allco Nominees (Vic) Pty Limited ACN 006 037 289 and Ansett Australia, as amended by a deed of amendment dated 27 October 1987 and a deed of confirmation dated 7 February 2001.
Ansett	means Ansett Australia Holdings Ltd ACN 004 216 291 (Administrators Appointed).
Ansett Assets	means the assets used in the Business being those assets described in Schedule 3 and Schedule 3A.
Ansett Australia	means Ansett Australia Limited (Administrators Appointed) ACN 004 209 410.
Ansett Completion Date	means the date of completion of the sale of Ansett Mainline to TESNA.
Ansett Group	means Ansett and the companies listed in Schedule 5.
Ansett Novation Agreement	means the agreement as described in Schedule 6.
Ansett Mainline	means the airline business carried on by Ansett of commercial commuter, charter and flight services in Australia.
AOC	means the Company's air operators certificate being registration number ML 075986-10.

Assets

means the plant and equipment, inventory, rotables, consumables not subject to an Equipment Lease used by the Company in the Business as at the Completion Date.

Associate

means:

- a) in relation to a corporation, any related body corporate, director or person who has a substantial holding (as that term is defined in section 9 of the *Corporations Act 2001*) or, any person with whom the body corporate is acting, or proposes to act in concert and any person with whom the body corporate is, or proposes to become, associated (whether formally or informally) in any other way;
- b) in relation to a natural person, any spouse, or blood or adoptive relative of that person or that person's spouse or any corporation in respect of which the person is an Associate by virtue of paragraph a); and
- c) in relation to a trust, any person who is a beneficiary under that trust.

Business

means the airline business carried on by the Company of a commercial commuter, flight and freight service in Western Australia.

Business Day

means a day on which banks are open for general banking business in Melbourne and Perth except Saturdays, Sundays and public holidays.

Buyer's Super Fund

means the Buyer's superannuation fund in as defined in clause 7.3 (Offers to join the Buyer's Super Fund).

CASA

means the Civil Aviation and Safety Authority.

Cash Amount

means the sum of:

- a) the amount collected by the Company in respect of unavailed flights as at Completion less related credit card merchant fees, booking fees, processing costs, GST, and other applicable fees, costs, taxes and levies, government and passenger levies as determined by the Administrator; less
- b) the amounts paid or to be paid by the Company for the period between 12 September 2001 and the Completion Date for services to be rendered or goods to be delivered to the Company, or for which the Company will receive the benefit of, after the Completion Date including those listed in Schedule 7.

Claim

means a claim, demand, action, proceeding or judgment made against a person, however arising and whether present or future, fixed or unascertained, actual or contingent but excludes Known Claims and Pre-Administration Claims.

Claimant

means a secured creditor, owner or lessor who brings a Claim as described in clause 10 (Actions by Claimants following Completion).

Claimant Payment

has the meaning given in clause 10.2a)ii) (Buyer's discretion to return Assets).

Company

means Skywest Airlines Pty Limited (ACN 008 997 662) (Subject to Deed of Company Arrangement).

Completion

means completion of the sale and purchase of the Shares in accordance with clause 4 (Completion).

Completion Date

means:

- a) the fifth Business Day after satisfaction or waiver of the

	last of the conditions precedent in accordance with clause 1 (Conditions Precedent); or
	b) any other date agreed in writing by the parties.
Confidential Information	means all information relating to the Business or, the Company whether verbal or recorded on paper or by electronic means, but excludes information which is or subsequently becomes known or generally avail to the public otherwise than in consequence of a breach of this agreement.
Deposit	means the sum of \$1 million (plus interest earned on this deposit), which sum is the subject of the Escrow Deed.
DOCA	means the deed of company arrangement referred to in Recital C.
Employee	means each employee of the Company immediately prior to Completion.
Employee Claims	means any claim by an Employee for, or relating to, Accrued Employee Entitlements.
Equipment Lease	means each equipment lease, required by AIL to continue Skywest's operations, which requires the consent of a third party to its assignment or novation from the Seller to Skywest.
Escrow Agent	means Andersen Legal as the escrow agent appointed by the Buyer and the Seller under the Escrow Deed.
Escrow Deed	means a deed between the Buyer, the Seller and the Escrow Agent in respect of the Deposit.
Estimated Adjustment Amount	means \$2,194,509.00, being the Seller's estimate of the Adjustment Amount, which amount is derived from the Proforma Adjustment Statement.
Estimated Cash Amount	means \$623,884, the Seller's estimate of the Cash Amount.

Estimated Trust Monies	means \$5.475 million less the Estimated Adjustment Amount.
Excluded Assets	means the assets of the Company to be transferred by the Company to the Seller prior to Completion being those assets listed in Schedule 2.
Excluded Fund	means the Ansett Australia Ground Staff Superannuation Plan in respect of the Transferring Employees, as listed in Schedule 2.
Expert	has the meaning given in paragraph (b) of the definition of "Expert Determination".
Expert Determination	<p>means the following procedure in relation to a dispute under clause 13 (Expert Determination):</p> <ol style="list-style-type: none"> either the Seller or the Buyer requests a person, independent of both parties, nominated by the President for the time being of the Institute of Chartered Accountants in Australia to determine the dispute; the person nominated under paragraph (a) of this definition (Expert) will act as an expert, not as an arbitrator in determining the dispute; the determination of the Expert in relation to the dispute must be made as soon as possible after the Expert has been referred the dispute for determination and the Expert's decision will be final, conclusive and binding on the parties; and the cost of the Expert will be paid by the party against whom the determination of the Expert is made, and the Expert must make a decision on this matter. A decision so made will be final, conclusive and binding on the parties. In the event that the Expert is, for any reason whatsoever, unable

to make a decision on the matter and so certifies to the parties, the cost of the Expert must be paid by the Seller and the Buyer in equal shares.

Government Agency	means the governments of the Commonwealth and the State of Western Australia including any administrative body, department, commission, authority, instrumentality, tribunal, agency or entity of any such government.
GST	has the meaning given to that term in section 195-1 of <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
GST Law	has the meaning given to that term in section 195-1 of <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Known Claims	means claims against the Company in existence as at 12 September 2001 as listed in Schedule 8.
Notice	includes all notices, consents, requests, waivers, demands or other communications by a party to another party permitted or required by this agreement.
Pre-Administration Claim	means as at 12 September 2001 a debt owing (whether then, now or in the future) by, or a claim subsisting against, the Company in favour of a person irrespective of whether the debt or claim arose by virtue of contract, at law, in equity or otherwise and includes a claim sounding only in damages or a debt or claim arising pursuant to any guarantee other than Employee Claims and claims by secured creditors, owners and lessors of the Company who do not vote in favour of the DOCA.
Prevailing GST Rate	is the rate specified in the GST Law which the parties agree is initially 10%.
Prior Service	means, subject to all applicable laws, industrial awards, agreements approved or certified under any law and contracts of employment, the period of service which that

**Proforma
Adjustment
Statement**

Employee had with the Seller or any other employer before, and which is continuous until, that Employee's commencement of employment with the Buyer.

Records

means the proforma adjustment statement of the Company set out in Schedule 4.

means originals and copies, in machine readable printed form, of all books, files, reports, records, correspondence, documents and material of the Company (or to which the Company is entitled) (whether in written, digital or electronic format) including:

- a) minute books, statutory books and registers, books of account, and copies taxation returns;
- b) certificates of registration, certificates of on change of name constitution;
- c) the Company's constitution;
- d) all current permits, licences and other documents issued to the Company under any legislation or ordinance;
- e) sales literature, market research reports, brochures and other promotional material;
- f) all sales and purchasing records;
- g) all trading and financial records;
- h) all lists of all regular suppliers and customers; and
- i) all other corporate paraphernalia of any kind including all common seals.

Returned Asset

has the meaning given in clause 10.2a)i) (Buyer's discretion to return Assets).

Removed Asset

has the meaning given in clause

	10.4a) (Removed Assets).
Related Body Corporate	has the meaning given to that term in the <i>Corporations Act 2001</i> .
Rotable Cost	means the amount determined to be the adjusted cost of repairing and/or servicing the Rotables which the parties have agreed to be zero.
Rotables	means a list of the Company's rotables which are used to determine the Rotable Cost as set out in Schedule 10.
Shared Services	<p>means the services to be provided by Ansett Mainline to the Company until the cessation under clause 6.2b) including:</p> <ul style="list-style-type: none"> a) Interline Services; b) use of the Perth terminal; c) ground handling in Perth; d) ticketing, check-in, security screening and other passenger departure and arrival services in Perth; e) use of the Golden Wing lounge in Perth; f) baggage handling and freight handling in Perth; g) use of the Ansett Mainline reservations system and other airline management software; and h) access to Ansett Mainline accounting and information technology services.
Shares	<p>means all the issued shares in the capital of the Company, being:</p> <ul style="list-style-type: none"> a) 3 ordinary shares; and b) 120 non-cumulative redeemable preference shares, <p>as at the Completion Date.</p>

Superannuation Commitment

means any legal liability (whether arising under an industrial award or agreement or otherwise) or voluntary commitment to make contributions to any Superannuation Plan which will provide the Employees or their respective dependants with pensions, annuities, lump sums or any other payments upon retirement or earlier death or otherwise.

Superannuation Plan

means all superannuation schemes, retirement benefit schemes or other pension schemes or arrangements and all employment benefit plans, programs or arrangements such as medical, dental or life insurance to which the Company is a party or which are or have been made available or procured for the Employees, including any industry fund, other than the Excluded Fund.

Supply

has the meaning given to that term in the GST Law.

Tax Invoice

has the meaning given to that term in the GST Law.

Taxable Supply

has the meaning given to that term in the GST Law.

TESNA

means Tesna Holdings Pty Limited ACN 098 331 107.

Transferring Employees

means those Employees being Ian Drennan, David Fletcher and James Gorton who are members of an Excluded Fund.

Trust Monies

means the sum of:

- a) the Deposit; plus
- b) \$5.475 million; less
- c) the Adjustment Amount.

Westsky Trust

means the trust as comprised in the trust deed on or about the date of this agreement..

2 General terms

In this agreement, unless the context requires otherwise:

- a) a reference to any thing (including an amount or a provision of this agreement) is a reference to the whole and each part of it;
- b) the singular includes the plural, and vice versa;
- c) the word 'person' includes an individual, a body corporate, a firm, an unincorporated body, a society, an association and an authority (including a Government Agency);
- d) a reference to a particular person includes their legal personal representatives, administrators, liquidators, successors, substitutes and permitted assigns;
- e) the word 'costs' includes charges, expenses and legal costs;
- f) a reference to a group of persons is a reference to any 2 or more of them taken together and to each of them individually;
- g) an agreement, representation or warranty by 2 or more persons binds both or all of them jointly and each of them individually;
- h) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of both or all of them jointly and each of them individually;
- i) a reference to a document or an agreement is to that document or agreement as amended or replaced;
- j) a reference to 'law' means statute law, common law and equitable principles;
- k) a reference to a particular law includes that law and any subordinate legislation (such as regulations) under it, in each case as amended, replaced, re-enacted or consolidated;
- l) a reference to an accounting term is to that term as it is used in Accounting Standards;
- m) a reference to 'dollars', '\$' or 'A\$' is to the lawful currency of Australia;
- n) a time means that time in Perth;
- o) a reference to a day or a month means a calendar day or calendar month;
- p) if a period of time starts from a given day (or event), it is calculated exclusive of that day (or the day the event occurs);
- q) where a matter is expressed to be to the 'knowledge' 'information', 'belief' or 'awareness' (or similar) of a person, the person is treated as stating that this is the knowledge of the person (and their Related Bodies Corporate if any) after having made reasonable enquiry of their respective officers and employees;
- r) the masculine includes the feminine, and vice versa; and

- s) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) are not words of limitation.

3 Headings

Headings in this agreement (including references to headings in cross references to clauses) are for convenience only and do not affect its meaning.

4 Certain provisions may be excluded

If (but for this clause) a provision of this agreement would be illegal, void or unenforceable or contravene the law, this agreement is to be interpreted as if the provision was omitted.

5 Neutral interpretation

This agreement must be interpreted neutrally and not unfavourably to the party putting it forward.

Schedule 2 - Excluded Assets

1 Subsidiaries

All of the issued shares in:

- a) Skywest Aviation Limited ACN 004 444 866 (Subject to Deed of Company Arrangement);
- b) Skywest Jet Charter Pty Limited ACN 008 800 155 (Subject to Deed of Company Arrangement);
- c) Westralian Aviation Pty Limited ACN 000 924 621; and
- d) Trans West Airlines Pty Limited ACN 008 694 157.

2 Unit Trust

All of the units in the Wittenoom Unit Trust.

3 Inter Company Receivables

All monies owing by the Ansett Group to the Company.

4 Cash

All cash at bank other than the Cash Amount.

5 Receivables

All receivables as at Completion other than amounts payable by the Company in respect of unavailed flights as at Completion less related credit card merchant fees, booking fees, processing costs, GST, and government and passenger levies and any other applicable fees, costs, taxes and levies.

6 Choses in Action

All rights, claims and actions the Company may have against any persons who were Related Bodies Corporate or officers of the Company prior to Completion.

7 Excluded Fund

The Company's right, title and interest in Ansett Australia Ground Staff Superannuation Plan.

Schedule 3 - Ansett Assets

Annexure A

Schedule 3A - Ansett Assets

The following assets are also included within the share sale agreement for additional consideration of \$30,000 (plus GST).

LOCATION	UNION	AREA	PROJECT ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CAPACITY	REMARKS	3RD PARTY	QTY	COMMENTS
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS584	TOYOTA	TG10	TUG	TG10-18223				1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS585	TOYOTA	TG10	TUG	TG10-15304				1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS587			TROLLEY, BAGGAGE					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS586			TROLLEY, BAGGAGE					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS588			TROLLEY, BAGGAGE					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS593			TROLLEY, BAGGAGE					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS591			TROLLEY, BAGGAGE					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS592		TOYOTA 425P25	FORKLIFT	405F0222878				1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	AAS593			WHEELCHAIR MODULE					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES				SPILL KIT					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		TELEX		TERMINAL, DUMB					1	NOT IN PLACE-NCR HAS FOR REPAIR
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		OKI	MICROLINE 330 TURBO	PRINTER, DOT MATRIX	902C101847				1	NOT IN PLACE-NCR HAS FOR REPAIR
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUMB					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		OKI	MICROLINE 330 TURBO	PRINTER, DOT MATRIX	902C1037830				1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUMB					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		TEXAS	835	PRINTER, TICKET	2385400959				1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		TOLEDO		SCALES, DIGITAL					2	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES				CABINET, DISPLAY					1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		GLIDE PATH		CONVEYOR, BAGGAGE					1	8MTRS
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES				CONVEYOR, BAGGAGE					1	7MTRS
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES				WHEELCHAIR					2	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES	3-01712	OMI	OF 150	FACSIMILE	52611105-10139				1	REPAIRS REQUIRED-NOT IN USE
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		YAIT	T373	GROUND TO AIR BASE RADIO	905160				1	
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		PHILLIPS	P2842A	GROUND TO GROUND BASE RADIO					1	REPAIRS REQUIRED-2 HAND SETS ARE UNSERVICEABLE
KUNUNURRA AIRPORT	KUNUNURRA AIRPORT	AIRPORT SERVICES		OMI	MICROLINE 330 TURBO	PRINTER, DOT MATRIX	902C1038047				1	

LOCATION	DIVISION	AREA	ANSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CAPACITY	AIRCRAFT AND TYPE	QTY	COMMENTS
KUNURRA AIRPORT	KUNURRA AIRPORT	AIRPORT SERVICES				TEST MODULE BAGGAGE				1	
KUNURRA AIRPORT	KUNURRA AIRPORT	AIRPORT SERVICES				COUNTER, CHECK IN				2	
KUNURRA AIRPORT	KUNURRA AIRPORT	AIRPORT SERVICES				COUNTER				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AAS116	TOYOTA	TG10	TUG				1	ON LEASE TO GOLDEN EAGLE AVIATION
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AAS117	CLARKTOR		TUG				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AAS316	KONATSU		FORKLIFT				1	ON LEASE TO GOLDEN EAGLE AVIATION
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES				WHEEL CHAIR MODULE				1	ON LEASE TO GOLDEN EAGLE AVIATION
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AAS350			AIRSTART BOTTLE			128	1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	S-0513	SILBEN		AIR COMPRESSOR				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AAS357			FORKLIFT SLIPPERS				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AA8737			CART, TOILET				1	NON MOTOR
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AA8736			CART, WATER				1	NON MOTOR
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AAS112			TROLLEY, BAGGAGE				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AA7888			TROLLEY, BAGGAGE				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AA7486			TROLLEY, BAGGAGE				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AA7897			TROLLEY, BAGGAGE				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES	AA3320	STATIC		CONVEYOR BELT, MOBILE			ALL	1	RED TAGGED AT PRESENT REQUIRES REPAIR
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES				WHEELCHAIR				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUMB				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		IER	512	PRINTER, BAGGAGE TAG				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		IER	552	PRINTER, BOARDING PASS	5570856020			1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUMB				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		IER	512	PRINTER, BAGGAGE TAG				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		IER	552	PRINTER, BOARDING PASS	5570849574			1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUMB				1	
PORT MEDLAND AIRPORT	PORT MEDLAND AIRPORT	AIRPORT SERVICES		IER	512	PRINTER, BAGGAGE TAG				1	

LOCATION	DIVISION	AREA	ANALYST ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CAPACITY	AIRCRAFT TYPE	QTY	COMMENTS
PORT MEDLAND AIRPORT		AIRPORT SERVICES		VER	557	PRINTER, BOARDING PASS	527004846			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TEXAS	605	PRINTER, TICKET	4368640420			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUBB				1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUBB				1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		CHI	MICROLINE TURBO 320	PRINTER, DOT MATRIX	907C1043755			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUBB				1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		CHI	MICROLINE TURBO 320	PRINTER, DOT MATRIX	905C1018026			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUBB				1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		CHI	OF-16	FACSIMILE	45025307-10312			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		CHI	MICROLINE TURBO 320	PRINTER, DOT MATRIX	905C1038045			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TELEX	078-A	TERMINAL, DUBB				1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES	50741	PCM		GROUND TO AIR RADIO BASE STATION	3003J00046			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TAT	T288	GROUND TO GROUND RADIO BASE STATION	145333			1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		MOTOROLA	GP200	HAND HELD RADIO	174HXYC208		THIRD PARTY	1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		MOTOROLA	GP200	HAND HELD RADIO	174HXYC287		THIRD PARTY	1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TRANSAIR	TV-460L	HAND HELD RADIO	81243		THIRD PARTY	1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		TRANSAIR	TV-460L	HAND HELD RADIO	81242		THIRD PARTY	1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		AVA		HAND HELD RADIO	01571518		THIRD PARTY	1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES				DOOR CANOPY			BAE 146	1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES	220-1082	FANTO	PAC VAC	VACUUM CLEANER				1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES		BAVLSS	SERIES C	WALK THRU SECURITY				1	
PORT MEDLAND AIRPORT		AIRPORT SERVICES				WORKSTATION				3	
PORT MEDLAND AIRPORT		AIRPORT SERVICES				CHAIR, SWIVEL				3	
PORT MEDLAND AIRPORT		AIRPORT SERVICES				TABLE, COFFEE, MARBLE				3	
PORT MEDLAND AIRPORT		AIRPORT SERVICES				TEST UNIT, BAGGAGE				3	
PORT MEDLAND AIRPORT		AIRPORT SERVICES				PLANTER				2	LARGE

[illegible]

Schedule 4 - Proforma Adjustment Statement

1.	Rotable Cost	\$0
2.	Accrued Employee Entitlements	\$2,194,509.00

Schedule 5 - Ansett Companies under Administration

Company	ACN	PWC Appointment Date	Andersen Appointment Date
501 Swanston Street Pty Limited (Administrators Appointed)	005 477 618	14 Sept 01	17 Sept 01
Aeropelican Air Services Pty Limited (Subject to Deed of Company Arrangement)	000 653 083	12 Sept 01	17 Sept 01
Airport Terminals Pty Limited (Administrators Appointed)	053 976 444	14 Sept 01	17 Sept 01
Aldong Services Pty Limited (Administrators Appointed)	000 258 113	14 Sept 01	17 Sept 01
Ansett Aircraft Finance Limited (Administrators Appointed)	008 643 276	14 Sept 01	17 Sept 01
Ansett Australia and Air New Zealand Engineering Services Limited (Administrators Appointed)	089 520 696	N/A	3 Oct 01
Ansett Australia Holdings Limited (Administrators Appointed)	004 216 291	12 Sept 01	17 Sept 01
Ansett Australia Limited (Administrators Appointed)	004 409 410	12 Sept 01	17 Sept 01
Ansett Aviation Equipment Pty Limited (Administrators Appointed)	008 559 733	14 Sept 01	17 Sept 01
Ansett Carts Pty Limited (Administrators Appointed)	005 181 215	14 Sept 01	17 Sept 01
Ansett Equipment Finance Limited (Administrators Appointed)	006 827 989	14 Sept 01	17 Sept 01
Ansett Finance Limited (Administrators Appointed)	006 555 166	14 Sept 01	17 Sept 01
Ansett Holdings Limited (Administrators Appointed)	065 117 535	12 Sept 01	17 Sept 01
Ansett International Limited (Administrators Appointed)	060 622 460	12 Sept 01	17 Sept 01
Bodas Pty Limited (Administrators Appointed)	002 158 741	12 Sept 01	17 Sept 01
Brazson Pty Limited (Administrators Appointed)	055 259 008	14 Sept 01	17 Sept 01
Eastwest Airlines (Operations) Limited (Administrators Appointed)	000 259 469	14 Sept 01	17 Sept 01
Eastwest Airlines (Administrators Appointed)	000 063 972	14 Sept 01	17 Sept 01

Company	ACN	PWC Appointment Date	Andersen Appointment Date
Kendell Airlines (Aust) Pty Limited (Administrators Appointed)	000 579 680	12 Sept 01	17 Sept 01
Morael Pty Limited (Administrators Appointed)	003 286 440	14 Sept 01	17 Sept 01
Northern Airlines Limited (Administrators Appointed)	009 607 069	14 Sept 01	17 Sept 01
Northern Territory Aerial Work Pty Limited (Administrators Appointed)	009 611 321	14 Sept 01	17 Sept 01
Rock-It-Cargo (Aust) Pty Limited (Administrators Appointed)	003 004 126	14 Sept 01	17 Sept 01
Show Group Pty Limited (Administrators Appointed)	002 968 989	12 Sept 01	17 Sept 01
Skywest Airlines Pty Limited (Subject to Deed of Company Arrangement)	008 997 662	12 Sept 01	17 Sept 01
Skywest Aviation Limited (Subject to Deed of Company Arrangement)	004 444 866	14 Sept 01	17 Sept 01
Skywest Holdings Pty Limited (Subject to Deed of Company Arrangement)	008 905 646	14 Sept 01	17 Sept 01
Skywest Jet Charter Pty Limited (Subject to Deed of Company Arrangement)	008 800 155	14 Sept 01	17 Sept 01
South Centre Maintenance Pty Limited (Administrators Appointed)	007 286 660	12 Sept 01	17 Sept 01
Spaca Pty Limited (Administrators Appointed)	006 773 593	14 Sept 01	17 Sept 01
Traveland International (Aust) Pty Limited (Administrators Appointed)	000 275 936	14 Sept 01	17 Sept 01
Traveland International Pty Limited (Administrators Appointed)	000 598 452	12 Sept 01	17 Sept 01
Traveland New Staff Pty Limited (Administrators Appointed)	080 739 037	14 Sept 01	17 Sept 01
Traveland Pty Limited (Administrators Appointed)	000 240 746	12 Sept 01	17 Sept 01
Walgali Pty Limited (Administrators Appointed)	055 258 921	14 Sept 01	17 Sept 01
Westintech Limited (Administrators Appointed)	009 084 039	14 Sept 01	17 Sept 01
Westintech Nominees Pty Limited (Administrators	009 302 158	14 Sept 01	17 Sept 01

Company	ACN	PWC Appointment Date	Andersen Appointment Date
Appointed)			
Whitsunday Affairs Pty Limited (Administrators Appointed)	009 694 553	14 Sept 01	17 Sept 01
Whitsunday Harbour Pty Limited (Administrators Appointed)	010 375 470	14 Sept 01	17 Sept 01
Wridgways Holdings Limited (Administrators Appointed)	004 449 085	14 Sept 01	17 Sept 01
Wridgways (Vic) Pty Limited (Administrators Appointed)	004 153 413	14 Sept 01	17 Sept 01

Schedule 6 - Ansett Novation Agreement

Annexure B

Schedule 7 - Forward payments or pre-payments for the purpose of the Cash Amount

Skywest Airlines Pty Ltd (Administrators Appointed)
Forward Expenses and Payments

Date	Purchase Order Number	Description	Purchase Amount (GST Inclusive)
16/01/2002	SW00865	Press Nor / West Telegraph (Karratha Advertising)	\$479.16
17/01/2002	SW00945	Templar Marketing - Faxstream to Agents in WA (Re: Karratha)	\$260.26
18/01/2002	SW00929	Press Advertising 'The West'	\$2,200.00
18/01/2002	SW00872	Fax Stream All Travel Agents - Karratha	\$252.89
18/01/2002	SW00874	Radio Advertising Karratha (2 Weeks)	\$2,071.52
18/01/2002	SW00986	Mid-West Holiday Planner	\$3,300.00
18/01/2002	Pending Order	Taxes - Melbourne visits	\$22.00
31/01/2002	Pending Order	D Fletcher Expenses (Melbourne Trip 2) - WMC, Shell, Jetcare, etc	\$821.05
4/02/2002	SW01082	Daniels IT support for February (50% of total cost)	\$950.00
4/02/2002	SW01048	Eastern Press - Additional letterhead (high volume AIL mailouts)	\$543.00
4/02/2002	SW01086	Australia Post - Franking machine costs (high number of mailouts)	\$220.00
4/02/2002	SW01090	Laser Exchange - Repairs to printers (50% cost share)	\$175.00
14/02/2002	SW01138	Forte Solutions (Geneva software support) (50% cost share for Feb 02)	\$2,837.88
13/02/02	SW50903	Freight cost for delivery of equipment post 15 Feb 02	\$6,373.83
		Fokker CASA Agreement (10.5/12 months)	\$40,415.38
		Fokker DRS Agreement (AIL - 8.5/12 months)	\$21,972.50
		Fuel on aircraft (1000 litres x 5 aircraft at 40 cents per litre)	\$2,000.00
1/02/02		Aircraft insurance premium for February, March, April (AIL: 74/89 days)	\$60,992.94
5/01/02		Prepaid insurance - Aviation liability for period Jan, Feb, March. (AIL: 44/90 days)	\$25,699.67
1/11/01		Prepaid Aviation insurance stamp duty for period 1 Nov 01 to 31 Oct 02 (AIL: 258/365)	\$28,177.32
Total			\$200,764.40

Schedule 8 - Known Claims

Supplier	Nature of Known Claim	Amount
Volvo	lien over parts held at appointment date	US\$215,000
Ecolab	Claim over Chemical Equipment	\$976.58
PRC-DeSoto Australia Pty Ltd	Claim over Sealers & Coatings	\$3,022.55
Samotite Aviation Services P/L	Claim over Tools	\$11,126.50
SPRO- Singapore Precision Repair and overhaul	Claim in respect of servicing of Boeing 737 actuators	US\$ 45,000
World-Link	Warehousemen's lien over parts held at appointment date	\$16,851.69
Messier Services Pty Ltd	Claim in respect of servicing equipment	US\$8,826.93

Schedule 9 - Shared Services Rates (clause 6.2(a))

Skywest Airlines Pty Limited (Administrators Appointed)

Schedule of current charges for services provided by Ansett Mainline to Skywest

	Description	Cost
Merlin		
Credit card bookings	Bookings made on credit card through call centre	\$5.00 per booking
Internet bookings	Bookings made over the internet (ie, purchase of a web ticket)	\$2.00 per booking
Merchant facility fees	credit card/efipos fees charged by bank (ANZ charge between 2.5% and 3.5%)	2.50%
Ground Handling		
Turnaround at Perth	Ground handling	\$505.00 per turnaround
Turnaround at Karratha	Ground handling	\$560.00 per turnaround
Overhead costs	- for GSE vehicles, passenger documents etc - indirect overheads such as property, administration etc	\$40.00 per turnaround \$3.00 per seat
Hosting charges		
Commission	Commission charged by Travel agents	7%
Gaileo International	charges made for global distribution system - Travel agent bookings	US\$3.48 per segment booked US 20 cents for segment cancellations US\$2.75 for passive segment US 36 cents for real-time sales US\$3.19 per standard booking per segment US\$3.67 per segment booking
Amadeus	Amadeus charges dynamic availability - access to system real-time	US\$2.31 per standard booking per segment US\$3.39 full availability booking per segment US 15 cents per segment on cancellation of full availability booking
Sabre	for Abacus	US\$3.65 for any booking

Schedule 10 -Rotables

PART NUMBER	SERIAL NUMBERS	DESC.		COST	COND.	LOCATION	
0101KIP-05-015	XD7619C	TOTALUSER	FUEL PROCESSOR	\$15,651.46	U	REPAIR	01/22/88
0102KFP01	XD7383	PANEL	FUEL CONTROL	\$21,473.02	U	REPAIR	01/01/00
0208KTU02	TD118430	IND TANK	IND TANK	\$1,167.60	U	REPAIR	01/01/00
064-1047-02	M3617	TRANSCIEVER	VHF COM	\$4,496.87	U	REPAIR	02/01/89
066-1101-01	10087	RECEIVER	VHF-NAV RECEIVER (KING P/N)	\$5,613.90	U	REPAIR	05/24/89
10181N01T00	138ABC	INDICATOR	TURBINE TEMP	\$5,696.33	U	REPAIR	12/03/87
10151N01T00	172AB	INDICATOR	TURBINE TEMP	\$5,696.33	U	REPAIR	11/06/87
10181N01R00	126AB	INDICATOR	PROP RPM	\$5,010.72	U	REPAIR	11/29/87
10181N01R00	154AB	INDICATOR	PROP RPM	\$5,010.72	U	REPAIR	01/01/00
10183N01W01	136A	INDICATOR	TORQUE	\$8,262.11	U	REPAIR	12/03/87
10183N01W01	202	INDICATOR	TORQUE	\$8,262.11	U	REPAIR	12/03/87
10718D	1701	HEATER	FUEL JOBSELETE DO NOT USE!	\$10,001.79	U	REPAIR	12/03/87
10718F	WA450	HEATER	FUEL JOBSELETE DO NOT USE!	\$10,001.79	U	REPAIR	12/03/87
10718F	WA620	HEATER	FUEL JOBSELETE DO NOT USE!	\$10,001.79	U	REPAIR	11/06/87
10839F	WA10256	HEATER	FUEL	\$10,001.79	U	REPAIR	12/24/87
10839F	WA6496	HEATER	FUEL	\$10,001.79	U	REPAIR	07/10/88
114044003	DRG/10/86	VALVE	LGEAR SELECT	\$5,405.65	U	REPAIR	12/03/87
171B5101M	247	MODULE	EMERGENCY PWR SUPPLY	\$3,004.07	U	REPAIR	12/03/87
1C27-5	115222	CARTRIDGE	FUEL BOOST PUMP	\$2,955.40	U	REPAIR	11/29/87
1C27-5	4A817	CARTRIDGE	FUEL BOOST PUMP	\$2,955.40	U	REPAIR	11/06/87
201013248	55W126/86R	LINK	TORQUE,SUB-ASSY,UPP OR LWR.	\$5,460.01	U	REPAIR	11/29/87
201013248	55W479/86R	LINK	TORQUE,SUB-ASSY,UPP OR LWR.	\$5,656.98	U	REPAIR	07/12/89
2229765-2A	017	UNIT	FLIGHT DATA ACQISTION	\$23,566.88	U	REPAIR	01/01/00
2510160-03-02	8	SEAT	ATTENDANT	\$3,000.00	U	REPAIR	04/09/01
25910-7	12152-631	PUMP	EJECTOR & TANK	\$1,615.93	U	REPAIR	09/25/87
26345-1	1524	VALVE	FLOW DIVIDER & DUMP	\$2,379.00	U	REPAIR	07/03/89
26345-1	2201	VALVE	FLOW DIVIDER & DUMP	\$2,379.00	U	REPAIR	12/20/01
28900-3	514	VALVE	PRESSURE REGULATO	\$21,912.07	U	REPAIR	12/03/87
30-1951-3	0070	BEACON	LIGHT ANTI-COLLISION	\$4,344.27	U	REPAIR	10/03/87
30-1953-5	0014	LIGHT	TAIL LIGHT ASSY	\$4,200.00	U	REPAIR	11/14/87
30-1953-5	Y6102872	LIGHT	TAIL LIGHT ASSY	\$4,205.08	U	REPAIR	11/29/87
3035738	X141	COOLER	OIL/FUEL	\$0.00	U	REPAIR	11/06/87
3244858-22	B15087	UNIT	MECHANICAL FUEL CONTROL	\$38,369.05	U	REPAIR	12/03/87
3244858-24	B15120V	UNIT	MECHANICAL FUEL CONTROL	\$38,369.05	U	REPAIR	07/03/89
3614001-4001	3211	TRANSCIEVER	VHF TRANSCIEVER	\$6,703.91	U	REPAIR	12/03/87
3614004-4101	1016	RECEIVER	VHF-NAV RECEIVER (BENDIX P/N)	\$5,613.00	U	REPAIR	01/01/00
3614019-4401	1130	INTERROGATOR	DME.I. INTERROGATOR	\$8,374.83	U	REPAIR	12/03/87
3614019-4401	3084	INTERROGATOR	DME.I. INTERROGATOR	\$6,686.00	U	REPAIR	02/21/01
38663-12C	RF-2207	VALVE	DISTRIBUTION	\$4,168.49	U	REPAIR	11/06/87
4078-8	K00183	BATTERY	FOKKER F50 MAIN BATTERY	\$8,226.00	U	REPAIR	02/20/01
4078-8	K00164	BATTERY	FOKKER F50 MAIN BATTERY	\$8,226.00	U	REPAIR	02/20/01
4078-8	K02179	BATTERY	FOKKER F50 MAIN BATTERY	\$8,866.00	U	REPAIR	07/10/01
4078-8	K02180	BATTERY	FOKKER F50 MAIN BATTERY	\$8,866.00	U	REPAIR	07/10/01
416-0001-27	0105	BOILER	COFFEE MAKER	\$5,365.04	U	REPAIR	09/24/87
416-0001-27	4728	BOILER	COFFEE MAKER	\$5,365.04	U	REPAIR	12/02/86
42011	AH-51583	PUMP	HYDRAULIC	\$13,909.79	U	REPAIR	08/12/00
42011	AH-51600	PUMP	HYDRAULIC	\$13,427.41	U	REPAIR	11/28/87
42011	MX75	PUMP	HYDRAULIC	\$22,357.87	U	REPAIR	12/18/87
42011	OF53	PUMP	HYDRAULIC	\$25,266.19	U	REPAIR	02/07/00
4203H2	FYH155640	MANIFOLD	FILTER PRESSURE	\$4,972.28	U	REPAIR	10/08/87
460800-33-31	0400	UNIT	ATTITUDE/HEADING REF UNIT	\$53,480.71	U	REPAIR	12/03/87
471-0001-1	0014	BOILER	WATER	\$1,863.79	U	REPAIR	12/31/87
471-0001-5	0261	BOILER	WATER	\$1,863.79	U	REPAIR	11/28/87
5007995	AUG91-0418	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	04/03/98
5007995	FEB86-22	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	11/14/87
5007995	JAN87-172	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	11/14/87
5007995	MAR87-190	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	11/06/87
5007995	NOV86-116	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	12/03/87
5007995	NOV86-122	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	12/30/87
5007995	NOV86-127	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	11/14/87
5007995	SEP85-71	WHEEL	ASSY,MLG	\$3,974.77	U	REPAIR	11/21/87
5007996-1	DEC86-54	BRAKE	MLG BRAKE ASSY	\$5,441.68	U	REPAIR	11/28/87
5007996-1	JAN87-59	BRAKE	MLG BRAKE ASSY	\$5,441.68	U	REPAIR	02/24/88
5007996-1	JAN87-76	BRAKE	MLG BRAKE ASSY	\$5,441.68	U	REPAIR	01/01/00
5007996-1	JAN87-95	BRAKE	MLG BRAKE ASSY	\$5,441.68	U	REPAIR	12/03/87
5007996-1	MAR87-130	BRAKE	MLG BRAKE ASSY	\$5,441.68	U	REPAIR	11/29/87
5007998	JAN87-71	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	U	REPAIR	11/29/87
5007998	JAN87-74	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	U	REPAIR	01/01/00
5007998	JAN87-83	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	U	REPAIR	01/01/00
5007998	MAY86-20	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	U	REPAIR	12/13/87
5007998	MAY86-40	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	U	REPAIR	11/27/87
5009982D	5029	PUMP	FUEL	\$14,270.74	U	REPAIR	11/15/89
5009982D	5320	PUMP	FUEL	\$14,270.74	U	REPAIR	01/20/89
5500A6ABF23B	29108	CYLINDER	OXY CAB ATT PORT	\$279.30	U	REPAIR	10/20/00
5600C6ABF23B	274526	CYLINDER	OXYGEN, PORTABLE BOTTLE FAX	\$440.00	S	REPAIR	06/09/00
60-4028-1	0113	MODULE	P.S.U.	\$3,945.50	U	REPAIR	11/29/87
60-4068-1	045	POWER SUPPLY	EMERGENCY	\$1,408.00	U	REPAIR	01/01/00
60-4068-1	604	POWER SUPPLY	EMERGENCY	\$1,408.00	U	REPAIR	11/06/87
6004122	NOV86-027	VALVE	ASSY ANTI SKID CONT	\$0.00	U	REPAIR	11/29/87
63333-007	SKW021	MICROPHONE	HAND	\$84.18	U	REPAIR	11/30/87
63333-007	SKW044	MICROPHONE	HAND	\$250.00	U	REPAIR	06/06/89
638005003	DRG/300/87	PUMP	FEATHERING	\$9,893.59	U	REPAIR	12/03/87
660715001	5961/87	PROPELLER	ASSEMBLY	\$0.01	U	REPAIR	12/03/87
660716001	7038/87	PROPELLER	ASSEMBLY	\$0.01	U	REPAIR	12/03/01
660718001	7414/87	PROPELLER	ASSEMBLY	\$1,456.00	U	REPAIR	12/03/87
660720223-7	F501267	BLADE	PROPELLER	\$24,528.00	U	REPAIR	11/06/87
660720223-7	F501273	BLADE	PROPELLER	\$24,528.00	U	REPAIR	11/06/87
660720223-7	F501483	BLADE	PROPELLER	\$24,528.00	U	REPAIR	11/06/87
660720223-7	F501487	BLADE	PROPELLER	\$24,528.00	U	REPAIR	11/06/87
660720224-7	F501290	BLADE	PROPELLER	\$24,528.00	U	REPAIR	11/06/87
660720224-7	F501295	BLADE	PROPELLER	\$24,528.00	U	REPAIR	11/06/87
660720265-7	F50-331	BLADE	PROPELLER	\$0.00	U	REPAIR	01/01/00
660720265-7	F50-354	BLADE	PROPELLER	\$0.00	U	REPAIR	01/01/00
660720265-7	F50-356	BLADE	PROPELLER	\$0.00	U	REPAIR	01/01/00
660720265-7	F50-356	BLADE	PROPELLER	\$0.00	U	REPAIR	01/01/00

PART NUMBER	SERIAL NUMBER	DESC.	COST	COND.	LOCATION		
660720265-7	F80/543	BLADE	PROPELLER	\$0.00	U	REPAIR	01/01/00
660720265-7	F50/547	BLADE	PROPELLER	\$0.00	U	REPAIR	01/01/00
661002010A	DRG/7726/86	GOVERNOR	OVERSPEED	\$11,045.00	U	REPAIR	12/04/97
661002013	DRG/6816/88	GOVERNOR	O/SPEED	\$11,045.00	U	REPAIR	04/08/98
663007004	DRG/6989/87	UNIT	PITCH CONTROL	\$36,036.77	U	REPAIR	11/24/99
663007005	DRG/6990/87	UNIT	PITCH CONTROL	\$36,036.77	U	REPAIR	12/03/97
663007006	DRG/4183/88	UNIT	PITCH CONTROL	\$36,036.77	U	REPAIR	01/01/00
666000143	85-88	CONTROLLER	ELEC. PROP. CONTROLLER	\$37,548.33	U	REPAIR	11/06/97
7003110-901	86111580	DISPLAY	EADI/EHSI	\$20,400.66	U	REPAIR	11/14/97
7003110-901	87052126	DISPLAY	EADI/EHSI	\$20,400.66	U	REPAIR	11/06/97
7007700-301	86070137	INDICATOR	WEATHER RADAR INDICATOR	\$12,657.40	U	REPAIR	11/14/97
7007700-301	91090682	INDICATOR	WEATHER RADAR INDICATOR	\$12,657.40	U	REPAIR	05/06/98
7008470-912	91070948	TRANSCIEVER	WEATHER RADAR TRANSCIEVER	\$26,877.99	U	REPAIR	11/13/97
70184-1	101	VALVE	BRAKE CONTROL	\$6,384.00	U	REPAIR	12/03/97
70184-1	142	VALVE	BRAKE CONTROL	\$6,380.00	U	REPAIR	01/01/00
70184-1	88	VALVE	BRAKE CONTROL	\$6,380.00	U	REPAIR	05/22/97
70268	13	VALVE	BRAKE CONTROL	\$2,245.85	U	REPAIR	11/06/97
720-15900-603	1602	INDICATOR	DIFF PRESS	\$6,884.96	U	REPAIR	11/28/97
737852A	0106	GENERATOR	INTEGRATED DRIVE GEN	\$0.00	U	REPAIR	03/10/98
737852A	0113	GENERATOR	INTEGRATED DRIVE GEN	\$0.00	U	REPAIR	01/01/00
737852A	0123/0122	GENERATOR	INTEGRATED DRIVE GEN	\$0.00	U	REPAIR	11/14/97
7517900-55001	99021607	COMPUTER	TCAS 2000	\$55,442.48	U	REPAIR	04/21/98
770420-110-0000	100	SEAT	ASSY ROW 77 RM	\$4,963.29	U	REPAIR	11/05/01
770421-110-0000	113	SEAT	ASSY ROWS 2-5, 8-10 LH	\$4,963.29	U	REPAIR	10/22/01
785720-7	860184	MACHINE	AIR CYCLE MACHINE	\$88,699.31	U	REPAIR	11/06/97
785720-7	860624	MACHINE	AIR CYCLE MACHINE	\$88,699.31	U	REPAIR	01/01/00
785720-7	881127	MACHINE	AIR CYCLE MACHINE	\$88,699.31	U	REPAIR	01/01/00
785791-3	870128	VALVE	PRSOV	\$82,216.20	U	REPAIR	10/07/97
785804-3	890855	VALVE	HP BLEED	\$15,511.90	U	REPAIR	12/10/98
791809-4-004	8603550	CONTROLLER	ELEC. ENGINE CONTROLLER	\$29,121.84	U	REPAIR	01/24/98
791809-4-004	86085132	CONTROLLER	ELEC. ENGINE CONTROLLER	\$29,121.84	U	REPAIR	02/05/98
80-0591-3	0014	PANEL	CENTER	\$12,699.38	U	REPAIR	11/06/97
8085444-4101	3028	PANEL	VHF-NAV CONTROL PANEL	\$1,825.37	U	REPAIR	11/13/97
8101-01-4000	86-07-1306	TIMER	OVEN TIMER	\$1,502.84	U	REPAIR	01/05/02
8101-01-4000-1	87-03-2029	MODULE	OVEN TIMER	\$1,502.84	U	REPAIR	11/13/97
892480	106	EXTINGUISHER	WATER PORT	\$1,172.30	U	REPAIR	11/28/97
980-4100-0XUN	11226	RECORDER	FLIGHT DATA	\$14,908.46	U	REPAIR	02/21/01
A24A9430-1	0H15002	CONTROLLER	TEMP WINDOW HEAT	\$138.82	U	REPAIR	10/05/97
ACA1814	SKW050	ELEMENT	ENGINE ANTI ICE, INLET	\$0.00	U	REPAIR	06/14/98
B01005	AS895341	EXTINGUISHER	BCF 1KG	\$83.80	U	REPAIR	10/10/97
C8120-3	531/C	MOTOR	STARTER	\$18,731.71	U	REPAIR	07/07/98
DAH160-2-1	40589	ANTENNA		\$0.00	U	REPAIR	12/30/01
EADC38604-401	863003	SENSOR	DC	\$7,082.55	U	REPAIR	01/01/00
F4100-231-402	012	BOOT	DE ICE RH MOR STAB	\$8,784.58	U	REPAIR	12/03/97
F4100-276-402	008	BOOT	DE ICE RH OB	\$14,470.39	U	REPAIR	11/14/97
F4100-276-401	006	BOOT	DE ICE WEDGE LH D	\$11,414.78	U	REPAIR	11/06/97
F7941-008-407	AN82359	PANEL	HYDRAULIC CONTROL	\$23,286.70	U	REPAIR	01/10/98
F7941-012-408	SW142	PANEL	FLT COMP TEST	\$4,643.59	U	REPAIR	12/03/97
F8103-378-405	0021	DUCT	AIR BYPASS ASSY	\$0.00	U	REPAIR	09/07/01
G5137A	46	PANEL	AUDIO SELECTOR PANEL	\$3,331.33	U	REPAIR	12/03/97
G6137A	62	PANEL	AUDIO SELECTOR PANEL	\$3,331.33	U	REPAIR	11/28/97
HME1410CA	3067	HEADSET	PILOT/COPILOT	\$112.50	U	REPAIR	01/01/00
HTE2932-001	M305VB586	VALVE	HYD FIRE SHUT OFF	\$346.75	U	REPAIR	12/03/97
M7841-010-401	338039	PANEL	EMERGENCY LIGHTS	\$4,608.24	U	REPAIR	06/27/98
MC10-04-111	14142	MASK	CREW OXY	\$3,757.03	U	REPAIR	01/01/00
MC10-04-112	14630	MASK	CREW OXY	\$3,757.03	U	REPAIR	11/06/97
MC10-04-111	18583	MASK	CREW OXY	\$3,757.03	U	REPAIR	11/29/97
M1685397-55	1217	COMPUTER	NAV DATA	\$30,003.80	U	REPAIR	01/01/00
PC350-2A	2657	INVERTER	STATIC INVERTER	\$3,666.75	U	REPAIR	12/03/97
PW125B	YM12401D	ENGINE	F50 ENGINE	\$0.01	U	REPAIR	11/10/97
PW126NOZZLEKITREP	1TN00030	KIT	FUEL NOZZLE	\$7,700.98	U	REPAIR	06/03/01
SELOC286C	145AB	INDICATOR	NH RPM	\$5,231.19	U	REPAIR	11/06/97
X745-001	124	COOLER	IDG OIL TO OIL	\$0.00	U	REPAIR	11/06/97
Y00266-401	017	TRANSDUCER	STALL WARNIN	\$10,123.85	U	REPAIR	11/29/97
0101KIP-05-016	XD7561/C	TOTALISER	FUEL PROCESSOR	\$15,641.46	S	STORE	12/03/97
0101KIP-05-015	XD7840C	TOTALISER	FUEL PROCESSOR	\$15,641.46	S	STORE	10/28/97
01R3112826-08	87231	VALVE	BLEED VALVE-INTER COMPRES	\$2,917.45	S	STORE	07/27/99
0208KTU01	TU118416	IND TANK		\$1,325.21	U	STORE	11/06/97
0208KTU01	TU118420	IND TANK		\$3,296.27	S	STORE	12/03/97
0208KTU02	TU4044	IND TANK		\$852.73	S	STORE	01/01/00
0208KTU03	TU118434	IND TANK	IND TANK	\$1,167.69	S	STORE	12/03/97
0208KTU05	TU1754	IND TANK		\$952.72	S	STORE	12/03/97
034508	DR8983	FAN	INSTRUMENT COOLING	\$872.66	S	STORE	11/14/97
071-01348-0000	5837	ANTENNA	ADF LOOP ANTENNA	\$6,408.62	N	STORE	08/04/00
09052Y004	8654	PIN		\$873.80	N	STORE	10/05/97
09052Y005	0006	PIN		\$961.75	N	STORE	10/05/97
09052Y017	022	PIN	TRUNNION	\$280.00	N	STORE	10/05/97
10-1178-3	0101	UNIT	L/H PERSONAL SERVICE	\$1,678.28	S	STORE	06/28/00
10-1178-3	0906	UNIT	L/H PERSONAL SERVICE	\$1,678.28	S	STORE	11/28/97
10-1178-3	SKW143	UNIT	L/H PERSONAL SERVICE	\$1,678.28	S	STORE	11/28/97
10-1178-4	0542	UNIT	R/H PERSONAL SERVICE	\$1,700.10	S	STORE	12/03/97
10-1178-4	0575	UNIT	R/H PERSONAL SERVICE	\$1,700.10	S	STORE	11/06/97
100-601177-000	012	PANEL	ENGINE RATING SELECT	\$12,742.88	S	STORE	01/01/00
100-601177-000	051	PANEL	ENGINE RATING SELECT	\$12,742.88	S	STORE	11/29/97
100-601177-000	MRF040	PANEL	ENGINE RATING SELECT	\$12,742.88	S	STORE	04/12/98
10151N01700	12BAB	INDICATOR	TURBINE TEMP	\$5,696.33	S	STORE	12/03/97
10161N01700	170AB	INDICATOR	TURBINE TEMP	\$5,696.33	S	STORE	11/14/97
10181N01700	163AB	INDICATOR	PROP RPM	\$6,010.72	S	STORE	10/17/97
103380-9	125-110	VALVE	OUTFLOW	\$6,473.29	S	STORE	12/31/98
103722-2	106-128	VALVE	SAFETY	\$7,457.48	S	STORE	01/01/00
103722-2	106-129	VALVE	SAFETY	\$7,467.00	S	STORE	09/09/99
1107-274-406	1343	DOOR		\$9,256.78	S	STORE	01/01/00
1107-276-407	1313	DOOR AY	REAR MLG, LH 1/8.	\$21,368.00	S	STORE	01/01/00
1127-030-902	XXXAN_032	TANK		\$83.43	N	STORE	10/05/97
1128-030-422	XXXAN_001	TANK	ASSY	\$1,973.84	N	STORE	10/05/97
114031002	DRG4085/87	ACTUATOR	NLG DOOR	\$6,051.34	S	STORE	01/01/00

PART NUMBER	SERIAL NUMBER	DESC.	COST	COND.	LOCATION		
114032002	DRG/2/87	UNLOCK	NLG DOOR	\$6,393.20	S	STORE	01/01/00
114035001	DRG/1730/87	ACTUATOR	CENTRING	\$2,070.81	S	STORE	11/28/97
114044003	DRG/1/2/86	VALVE	LG GEAR SELECT	\$5,405.85	S	STORE	11/05/97
114059001	D0011-85	ACTUATOR	NLG DOWNLOCK	\$4,388.02	S	STORE	01/01/00
114050001	D0013/86	ACTUATOR	NLG RETRACT	\$8,523.18	S	STORE	11/14/97
114194001	DRG/422/86	ACTUATOR	UNLOCK M.L.G	\$1,656.95	S	STORE	01/01/00
114200001	DRG/16/87	RESTRICTOR	NLG SHIMMY	\$1,372.52	O	STORE	07/12/99
114201001	DRG/219888	VALVE	STEERING CONTROL	\$7,912.98	S	STORE	01/01/00
115900-2	59	ACTUATOR	INTAKE DOOR	\$6,085.47	S	STORE	12/03/97
12201-403	029	TOILET		\$6,870.32	S	STORE	01/01/00
130158-1-1	16-870	VALVE	CHECK	\$151.16	S	STORE	10/06/99
130158-1-1	26-861	VALVE	CHECK	\$151.16	S	STORE	05/25/00
131150-1-1	95-1383	PUMP	AIR JET	\$99.58	S	STORE	05/25/00
131200-1	85	ACTUATOR	LINEAR ELEVATOR	\$7,207.87	S	STORE	12/03/97
1321-576248	1263	VALVE	FUEL SHUT OFF	\$2,913.05	S	STORE	01/01/00
14-90002-08	11658	WIPER	WINDSCREEN MTR + FLTR	\$1,582.75	S	STORE	01/01/00
1708C101-3	053	CHARGER	BATTERY	\$5,302.64	S	STORE	11/13/00
1708C101-3	057	CHARGER	BATTERY	\$5,302.64	S	STORE	11/06/97
1708C101-3	068	CHARGER	BATTERY	\$5,302.64	S	STORE	12/03/97
17185101M	214	MODULE	EMERGENCY PWR SUPPLY	\$7,384.08	S	STORE	01/01/00
176225	136	CYLINDER	OXYGEN CREW FIXED	\$2,277.46	O	STORE	06/13/00
176226	1434	CYLINDER	OXYGEN CREW FIXED	\$5,101.28	N	STORE	07/10/01
187730-001	027/86	SCREWJACK	SCREWJACK RUDDER ELE TRIM	\$2,349.72	S	STORE	03/04/98
189255	091/89	DRIVE	AILERON TRIM	\$13,851.19	S	STORE	01/01/00
19369	8502	TRANSFORMER	WIPER	\$1,551.58	S	STORE	01/01/00
19689-40	021FOX	TRANSDUCER	STALL WARNING VANE	\$10,123.86	S	STORE	11/20/00
200042800	SKW118	BOLT	DRAG LINK BRKT, LOWER	\$675.60	N	STORE	02/13/01
200042800	SKW119	BOLT	DRAG LINK BRKT, LOWER	\$675.60	N	STORE	02/13/01
200224204	xxxAN_006	FITTING	END, DRAG STAY, SUB-ASSY.	\$5,400.00	N	STORE	10/05/97
200224611	008	PIN	MLG	\$710.00	N	STORE	10/05/97
200258300	KAB06	TUBE	DRAG STRUT, BARE.	\$4,784.00	S	STORE	01/01/00
200258300	KU350	TUBE	DRAG STRUT, BARE.	\$4,784.00	S	STORE	01/01/00
200679203	xxxAN_002	PIN	SIA	\$1,010.00	S	STORE	01/01/00
200679204	xxxAN_002	PIN	ATTACH, LH	\$955.34	S	STORE	01/01/00
200679212	xxxAN_016	DOOR	MLG	\$1,999.27	N	STORE	10/05/97
200679312	xxxAN_008	TRUNNION	MLG	\$1,900.00	N	STORE	10/05/97
200679314	DRG67	BAR	DOOR	\$4,235.25	N	STORE	10/06/97
200684004	DRG/486/86	ASSY	DRAG STRUT MLG	\$5,302.01	S	STORE	09/26/97
200684201	xxxAN_002	FITTING	END, MLG DRAG STAY, SUB-ASSY.	\$3,400.00	S	STORE	10/08/97
2008440021555	DRG/15-87	DAMPER	MLG	\$8,893.00	S	STORE	01/01/00
201013225	AN002	PIN	TORQUE LINK APEX, ASSY	\$891.19	N	STORE	10/06/97
201013248	2871/98	LINK	TORQUE, SUB-ASSY, UPF OR LWR.	\$6,442.62	N	STORE	08/10/98
201013558	xxxAN_003	PIN	RETRACT	\$602.00	S	STORE	01/01/00
201013676	M138/8	PIN	NLG TORQUE LINK	\$664.32	N	STORE	05/26/98
201013678	xxxAN_004	PIN	DRAG BRACE, NLG	\$605.19	S	STORE	01/01/00
201013707	R1101495-4	CYLINDER	STEERING MECHANISM NLG	\$2,278.45	S	STORE	01/01/00
201014001	D0017/88	STRUT	DRAG NLG	\$24,205.15	S	STORE	01/01/00
201018001	DRG/1161/87	ASSY	LOCK LINK MLG	\$7,351.68	U	STORE	01/01/00
201019001	DRG/584/87	LOCK	DOWNLOCK	\$2,815.86	S	STORE	01/01/00
201020213	RXN565/98	BRACKET	DRAG LINK MLG (WITH BUSHES)	\$5,451.43	S	STORE	09/07/98
201020215	DCS12550	LINK	TORQUE MLG, SUB-ASSY	\$873.93	O	STORE	01/16/98
201020215	DCS12551	LINK	TORQUE MLG, SUB-ASSY	\$873.93	O	STORE	01/01/00
201020215	SSH94/96A	LINK	TORQUE MLG, SUB-ASSY	\$2,802.00	O	STORE	11/29/97
201020827	GRP17168/3	PIN	PIVOT	\$1,135.24	N	STORE	10/01/99
201020827	P48649-12	PIN	PIVOT	\$1,161.30	N	STORE	08/07/00
201022002	DRG/1/85	UNLOCK	MLG	\$9,483.99	N	STORE	10/06/97
201022002		LEVER		\$266.27	N	STORE	10/05/97
201022305	xxxAN_010	SWIVEL		\$8,121.73	S	STORE	01/01/00
201023001	DRG/1832-87	SWIVEL		\$1,515.40	S	STORE	10/03/00
201024003	DRG/5864/88	SWIVEL		\$5,095.14	N	STORE	02/10/98
201024004	MIDG02B4	SWIVEL	UPPER L.H.	\$1,108.72	U	STORE	12/03/97
201025001	SKWD88	SWIVEL	CENT RH MLG	\$1,628.75	S	STORE	11/14/97
201025002	DRG/1239/89	SWIVEL	CENT LH MLG	\$13,037.00	S	STORE	01/27/00
2118386-7	47-125	PANEL	SELECT CABIN PRESSURE	\$13,037.00	S	STORE	01/04/99
2118386-7	77-136	PANEL	SELECT CABIN PRESSURE	\$11,961.60	S	STORE	01/01/00
2118480-1	77-142	CONTROL	CABIN AIR PRESSURE	\$11,961.60	S	STORE	10/02/99
2118480-1	77-150	CONTROL	CABIN AIR PRESSURE	\$3,223.66	S	STORE	05/24/00
2228401-4	59	PANEL	FLIGHT DATA ENTRY	\$6,067.74	S	STORE	01/01/00
2301KID01	TE3608	DISPLAY		\$2,379.00	S	STORE	10/21/97
25890	0504	VALVE	FLOW DIVIDER & DUMP	\$2,112.06	N	STORE	10/17/97
2589419-901	90058092	VALVE	FLUX VALVE	\$1,815.93	O	STORE	05/11/01
25910-7	SN1024	PUMP	EJECTOR & TANK	\$23,589.69	S	STORE	11/14/97
2593191-804	B6071792	INDICATOR	R.M.I.	\$6,485.00	S	STORE	11/29/97
2600-05-1	001	CLOCK		\$2,379.00	S	STORE	03/17/99
26360-1	0482	VALVE	FLOW DIVIDER & DUMP	\$4,073.34	S	STORE	11/29/00
2770002-101	SKW112	VALVE	SHUFFLE FUEL TANK	\$3,572.00	S	STORE	12/03/97
29000	0311	VALVE	FUEL TANK VENT FLOAT	\$4,871.00	S	STORE	11/29/97
29000	0349	VALVE	FUEL TANK VENT FLOAT	\$3,129.89	S	STORE	11/29/97
29000	0386	VALVE	FUEL TANK VENT FLOAT	\$4,344.27	S	STORE	04/19/01
30-1951-1	0028	BEACON	LIGHT ANTI-COLLISION	\$4,344.27	S	STORE	11/06/97
30-1951-1	0057	BEACON	LIGHT ANTI-COLLISION	\$4,205.88	S	STORE	01/13/00
30-1953-5	SKW109	LIGHT	TAIL LIGHT ASSY	\$3,206.22	S	STORE	10/17/97
3001-01-111	89050241	ACCELEROMETER	ACCELEROMETER	\$13,143.75	S	STORE	01/01/00
30048-0000-09	150	CONTROL	AUTO FEATHER	\$13,143.75	S	STORE	12/03/97
30048-0000-11	152	CONTROL	AUTO FEATHER	\$13,143.75	S	STORE	12/03/97
30048-0000-11	162	CONTROL	AUTO FEATHER	\$375.00	S	STORE	05/11/01
30900000M	011RK	CARTRIDGE	FIRE BOTTLE	\$375.00	S	STORE	05/11/01
30900000M	076WJ	CARTRIDGE	FIRE BOTTLE	\$303.25	N	STORE	03/02/99
30900000M	080WJ	CARTRIDGE	FIRE BOTTLE	\$303.25	N	STORE	03/02/99
30900000M	083WJ	CARTRIDGE	FIRE BOTTLE	\$303.25	N	STORE	03/02/99
30900000M	084WJ	CARTRIDGE	FIRE BOTTLE	\$375.00	N	STORE	03/16/01
30900000M	261YF	CARTRIDGE	FIRE BOTTLE	\$375.00	N	STORE	03/16/01
30900000M	285YF	CARTRIDGE	FIRE BOTTLE	\$2,841.90	S	STORE	01/01/00
3108502-02	3N130	VALVE	CHECK P2.B	\$1,740.03	S	STORE	02/26/01
3108957-01	9T531	VALVE	BLEED VALVE INTER COMPRESS.	\$2,491.11	S	STORE	01/01/00
3200-11	16152	PUMP	TOILET	\$38,369.05	S	STORE	07/17/01
3244856-24	818054V	UNIT	MECHANICAL FUEL CONTROL				

PART NUMBER	SERIAL NUMBER	DESC.	COST	COND.	LOCATION		
3244858-24	B15114V	UNIT	MECHANICAL FUEL CONTROL	\$36,369.05	O	STORE	10/31/01
3244858-24	B15236N	UNIT	MECHANICAL FUEL CONTROL	\$36,369.05	S	STORE	03/18/98
3244858-24	B15293	UNIT	MECHANICAL FUEL CONTROL	\$36,369.05	O	STORE	04/29/98
3244858-24	B16396N	UNIT	MECHANICAL FUEL CONTROL	\$36,369.05	S	STORE	07/16/98
32700018	06735C1	CYLINDER	ENGINE FIRE EXTINGUISHER	\$3,858.49	O	STORE	12/03/97
32700020	06394C1	CYLINDER	ENGINE FIRE EXTINGUISHER	\$3,858.49	O	STORE	12/03/97
32700020	06627C1	CYLINDER	ENGINE FIRE EXTINGUISHER	\$3,858.49	O	STORE	11/14/97
32700020	10214C1	CYLINDER	ENGINE FIRE EXTINGUISHER	\$3,858.49	O	STORE	11/06/97
3259-23	1-045	TIMER	TOILET PUMP	\$942.46	S	STORE	11/14/97
3614001-4001	3205	TRANSCIVER	VHF TRANSCIVER	\$4,498.87	S	STORE	11/14/97
3614004-4101	3205	RECEIVER	VHF-NAV RECEIVER (BENDIX P/N)	\$5,612.00	S	STORE	11/29/97
3614013-4301	3003	RECEIVER	ADF RECEIVER (BENDIX P/N)	\$4,340.77	S	STORE	01/01/00
3614013-4301	3064	RECEIVER	ADF RECEIVER (BENDIX P/N)	\$4,340.77	S	STORE	06/17/01
3614013-4301	3138	RECEIVER	ADF RECEIVER (BENDIX P/N)	\$4,370.77	S	STORE	12/03/97
3603-003-401	248	GEARBOX	FLAP DRIVE GEARBOX	\$7,937.00	N	STORE	10/05/97
3603-007-801	266	GEARBOX	FLDRIVE STN.4155L	\$8,447.00	N	STORE	10/05/97
3603-008-901	033	GEARBOX	FLDRIVE STN.4155R	\$8,465.00	N	STORE	10/05/97
3603-012-403	236	GEARBOX	FLAP INTERMEDIATE DRIVE	\$11,246.00	N	STORE	10/05/97
3605-001-401	017	GEARBOX	FLAP SPINDLE LH DRIVE	\$6,582.00	N	STORE	10/05/97
3606-001-401	012	GEARBOX	FLAP SPINDLE DRIVE R/H	\$10,784.00	N	STORE	10/05/97
3630061-103	0055	ACCUMULATOR	50 CU IN	\$6,118.82	S	STORE	01/01/00
3630061-103	0673	ACCUMULATOR	50 CU IN	\$6,118.82	S	STORE	07/12/99
3630061-104	0025	ACCUMULATOR	100 CU IN	\$7,640.36	S	STORE	01/01/00
38E63-12B	RF345	VALVE	DISTRIBUTION	\$1,298.97	S	STORE	11/14/97
38E63-12C	RF374	VALVE	DISTRIBUTION	\$1,298.97	S	STORE	10/14/00
38E63-12C	RF328	VALVE	DISTRIBUTION	\$1,298.97	S	STORE	11/06/97
38E65-2B	RF6520	VALVE	REG AND RELIEF	\$1,181.28	S	STORE	01/01/00
3A079-0013-02-1	9253	SEAT	PILOT	\$10,584.41	S	STORE	02/10/01
3A079-0014-02-1	9256	SEAT	PILOT	\$10,584.41	S	STORE	12/14/99
4015373-605	86061510	SERVO AY	AILERON DUAL	\$25,512.34	S	STORE	01/01/00
4015373-704	92052749	SERVO AY	ELEVATOR	\$7,108.55	S	STORE	11/02/00
4015373-706	86041519	SERVO AY	RUDDER	\$20,362.49	S	STORE	01/01/00
4015374-904	86041264	BRACKET	SERVO ELEVATOR	\$5,754.00	S	STORE	01/01/00
4015374-906	86061294	BRACKET	SERVO RUDDER	\$5,784.00	S	STORE	01/01/00
4015368-905	80041675	COMPUTER	FLIGHT DIRECTOR COMPUTER	\$11,957.47	S	STORE	10/13/97
4015369-905	86105248	COMPUTER	FLIGHT DIRECTOR COMPUTER	\$11,957.47	S	STORE	12/29/98
4018369-905	89115989	COMPUTER	FLIGHT DIRECTOR COMPUTER	\$11,957.47	S	STORE	01/01/00
4018638-824	86102817	CONTROLLER	AUTOPILOT CONTROLLER	\$4,414.78	S	STORE	11/06/97
4029377-914	83010522	COMPUTER	AUTO PILOT	\$29,220.13	S	STORE	09/27/98
4029377-914	86060810	COMPUTER	AUTO PILOT	\$29,220.13	S	STORE	11/29/97
4031474-903	85100589	PANEL	A.PILOT STATUS	\$5,316.60	S	STORE	01/01/00
4078-5	M2922	BATTERY	FOKKER F50 MAIN BATTERY	\$5,393.00	S	STORE	10/09/97
4078-6	P1589	BATTERY	FOKKER F50 MAIN BATTERY	\$5,393.00	S	STORE	01/30/98
41390-10	503	VALVE	NLG SHUTTLE VALVE	\$1,906.56	S	STORE	01/19/99
416-0001-11	0115	BOILER	COFFEE MAKER	\$5,365.04	S	STORE	09/15/98
416-0001-27	0168	BOILER	COFFEE MAKER	\$5,365.04	S	STORE	10/01/97
416-0001-27	0215	BOILER	COFFEE MAKER	\$5,365.04	S	STORE	11/14/97
42015	AH-52419	PUMP	HYDRAULIC (A/C ELECTRIC)	\$14,084.51	O	STORE	11/16/98
4205H1	FYH154756	MANIFOLD	FILTER RETURN	\$6,021.28	O	STORE	12/03/97
457400GA1312	10188	DISPLAY	IVS) SEXTANT	\$18,031.78	S	STORE	12/24/98
460800-23-31	0368	UNIT	ATTITUDE/HEADING REF UNIT	\$53,480.71	S	STORE	01/01/00
461885-03	173	COMPENSATOR	REMOTE UNIT	\$3,363.71	S	STORE	01/01/00
461885-02	041	UNIT	COMPASS CONTROL UNIT	\$1,608.73	S	STORE	02/11/00
471-0001-1	0124	BOILER	WATER	\$1,862.79	S	STORE	10/06/97
5007995	FE086-16	WHEEL	ASSY,MLG	\$3,974.77	S	STORE	06/04/98
5007995	MAR87-191	WHEEL	ASSY,MLG	\$3,974.77	S	STORE	12/23/97
5007995	NOV86-107	WHEEL	ASSY,MLG	\$3,974.77	S	STORE	12/03/97
5007995	NOV86-115	WHEEL	ASSY,MLG	\$3,974.77	S	STORE	10/09/97
5007995	NOV86-80	WHEEL	ASSY,MLG	\$3,974.77	O	STORE	12/03/97
5007995	NOV86-83	WHEEL	ASSY,MLG	\$3,974.77	S	STORE	11/14/97
5007996-1	APR87-154	BRAKE	MLG BRAKE ASSY	\$6,441.68	O	STORE	11/14/97
5007996-1	JAN87-93	BRAKE	MLG BRAKE ASSY	\$6,441.68	S	STORE	01/01/00
5007996-1	JAN87-84	BRAKE	MLG BRAKE ASSY	\$6,441.68	S	STORE	12/03/97
5007996-1	JAN87-58	BRAKE	MLG BRAKE ASSY	\$6,441.68	O	STORE	11/14/97
5007996-1	JUL86-26	BRAKE	MLG BRAKE ASSY	\$6,441.68	S	STORE	01/01/00
5007996-1	JUN86-18	BRAKE	MLG BRAKE ASSY	\$6,441.68	S	STORE	11/14/97
5007996-1	JUN86-7	BRAKE	MLG BRAKE ASSY	\$6,441.68	O	STORE	01/01/00
5007996-1	MAR87-125	BRAKE	MLG BRAKE ASSY	\$6,441.68	S	STORE	12/29/97
5007996-1	MAR87-133	BRAKE	MLG BRAKE ASSY	\$6,441.68	S	STORE	12/03/97
5007996-1	OCT87-0197	BRAKE	MLG BRAKE ASSY	\$6,441.68	S	STORE	01/01/00
5007998	JAN87-70	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	S	STORE	01/01/00
5007998	JAN87-73	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	S	STORE	11/04/97
5007998	JAN87-82	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	O	STORE	02/11/98
5007998	MAY86-26	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	O	STORE	12/03/97
5007998	MAY86-27	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	S	STORE	01/01/00
5007998	NOV87-130	WHEEL AY	WHEEL ASSY N.L.G.	\$3,037.57	S	STORE	11/21/97
5009980C	1107	PUMP	FUEL	\$14,270.74	S	STORE	11/21/97
506001-27-0	SKW151	SWITCH	FUEL PRESS WARN	\$1,362.72	N	STORE	01/22/02
5105-323-701	85-H-09-16-158	WINDOW	WINDOW SLIDING LH	\$4,909.43	S	STORE	06/20/00
5105-323-802	SKW139	WINDOW	WINDOW SLIDING R/H	\$23,368.12	S	STORE	06/01/01
51653-027	334	UNIT	CONTROL UNIT FIRE DETECT	\$2,258.62	S	STORE	11/29/97
522707	09870024	INDICATOR	TAT INDICATOR	\$1,788.17	S	STORE	12/03/97
522707	12870043	INDICATOR	TAT INDICATOR	\$1,803.60	U	STORE	03/03/01
522805	01871044	INDICATOR	BRAKE PRESSURE	\$2,027.56	S	STORE	11/14/97
522805	01871045	INDICATOR	BRAKE PRESSURE	\$2,027.56	S	STORE	12/03/97
523155	12870115	INDICATOR	FLAP POSITION	\$4,080.09	S	STORE	11/06/97
523222	09870105	INDICATOR	OIL PRESSURE	\$2,830.93	S	STORE	12/03/97
523222	10870110	INDICATOR	OIL PRESSURE	\$2,553.54	S	STORE	05/16/00
523222	10870126	INDICATOR	OIL PRESSURE	\$2,830.93	S	STORE	12/03/97
523223	03870144	INDICATOR	OIL TEMP	\$2,416.86	S	STORE	11/06/97
523223	10870133	INDICATOR	OIL TEMP	\$2,416.86	S	STORE	11/14/97
5500A6ABF23B	109442	CYLINDER	OXY CAB ATT PORT	\$279.30	O	STORE	02/23/99
5500C6ABF23B	601855	CYLINDER	OXYGEN, PORTABLE BOTTLE PAX	\$771.75	O	STORE	10/29/97
5500C6ABF23B	525258	CYLINDER	OXYGEN, PORTABLE BOTTLE PAX	\$771.75	O	STORE	09/21/97
5500C6ABF23B	62X	CYLINDER	OXYGEN, PORTABLE BOTTLE PAX	\$771.75	S	STORE	11/06/97
557-17E	RF3488	VALVE	CHECK	\$19.72	N	STORE	10/05/97

PART NUMBER	SERIAL NUMBER	DESC.	COST	COND.	LOCATION		
6600-1C6AF238	650415	CYLINDER	OXY CREW PORT	\$528.82	O	STORE	12/03/97
60-4085-1	0043	MODULE	PSU	\$1,892.00	S	STORE	01/01/00
60-4086-1	089	POWER SUPPLY	EMERGENCY	\$1,300.00	S	STORE	11/14/97
60-4088-1	404	POWER SUPPLY	EMERGENCY	\$1,300.00	S	STORE	11/06/97
6004123-1	APR86-0150	TRANSDUCER	TRANSDUCER,WHEEL SPEED.	\$2,245.72	S	STORE	12/03/97
6004123-1	AUG90-0678	TRANSDUCER	TRANSDUCER,WHEEL SPEED.	\$2,245.72	S	STORE	11/06/97
6004126	AUG87-0015	CONTROL	ANTI SKID	\$22,087.13	S	STORE	07/29/99
6004126-1	FEB87-0010	CONTROLLER	ANTI SKID UNIT	\$22,087.13	S	STORE	09/06/98
6110-3	N/A	LATCH		\$4,876.04	S	STORE	12/02/97
6110-3	U/K	LATCH		\$4,876.04	S	STORE	12/02/97
622-1032-001	4698	ADAPTOR	R.M.I ADAPTER	\$1,943.05	S	STORE	11/06/97
622-4086-001	3978	AMPLIFIER	PA	\$6,450.36	S	STORE	11/14/97
622-5272-001	213	TRANSCIVER	HF	\$29,994.73	S	STORE	11/14/97
622-6827-022	431	PANEL	HF CONTROL	\$4,329.81	S	STORE	11/06/97
63333-007	SKW018	MICROPHONE	HAND	\$250.00	S	STORE	11/25/98
63333-007	SKW019	MICROPHONE	HAND	\$250.00	S	STORE	11/25/98
63333-007	SKW124	MICROPHONE	HAND	\$84.16	S	STORE	03/16/01
645110-1	35-119	FAN	RADIO RACK	\$5,597.06	S	STORE	01/01/00
6607-1-87A	0000800X	SWITCH	PRESSURE (FROM 58F50-00-026)	\$1,418.36	N	STORE	04/19/01
660715001	6335/87	PROPELLER	ASSEMBLY	\$0.01	O	STORE	11/06/97
660715001	6735/87	PROPELLER	ASSEMBLY	\$0.01	S	STORE	12/03/97
660715232	DRG/5625/87	BRUSH	BLOCK ASSY (SEE 666000220 SUB)	\$5,178.35	S	STORE	11/07/97
660715291	DRG/4909/90	BRUSH	BLOCK ASSY (SEE 666000220 SUB)	\$5,178.35	S	STORE	12/03/97
661002013	DRG/2007/87	GOVERNOR	O/SPEED	\$11,045.00	S	STORE	12/03/97
661002013	DRG/2759/88	GOVERNOR	O/SPEED	\$11,045.00	S	STORE	04/12/98
664006001	DRG/1742/87	SPINNER	O/SPEED	\$7,846.31	S	STORE	01/01/00
664006001C	DRG/8882-87	SPINNER		\$7,846.31	S	STORE	01/01/00
666000143	92-88	CONTROLLER	ELEC. PROP. CONTROLLER	\$37,549.53	S	STORE	12/03/97
668201007	DRG/2378/88	ACTUATOR	PAX DOOR ASSY	\$27,097.00	S	STORE	05/31/99
668201007	DRG/7786/87	ACTUATOR	PAX DOOR ASSY	\$27,097.00	S	STORE	05/01/00
668201218	14-86-BEM	ACTUATOR	MOTOR ELEC PAX DOOR	\$7,700.00	S	STORE	01/01/00
668202006	37/90	CONTROLLER	ELECTRIC DOOR	\$4,421.58	S	STORE	01/13/00
678301011	DRG/2483/87	DRIVE	UNIT FLAP	\$67,510.28	S	STORE	01/01/00
678301011	DRG/6351/88	DRIVE	UNIT FLAP	\$67,510.28	S	STORE	01/01/00
678301202	479286	MOTOR	FLAP DRIVE	\$4,863.46	S	STORE	01/01/00
678301250	DRG/5489/87	ASSY	MANIFOLD	\$0.01	S	STORE	11/19/98
696001007	DAP0172	TUBE	BETA	\$4,507.88	S	STORE	01/01/00
696001007	DRG/4669/90	TUBE	BETA	\$4,507.88	S	STORE	01/01/00
7-1657-5	HY1407	VALVE	FUEL THERMAL RELI	\$3,200.00	N	STORE	10/05/97
7-1657-5	HY1426	VALVE	FUEL THERMAL RELI	\$3,200.00	N	STORE	10/05/97
7000700-933	86031480	COMPUTER	AIR DATA COMPUTER	\$173,523.38	S	STORE	11/29/97
7000700-933	86061584	COMPUTER	AIR DATA COMPUTER	\$173,523.38	S	STORE	01/01/00
7000992	2701RC	ACCELEROMETER		\$3,838.41	S	STORE	01/01/00
7000992	4791	ACCELEROMETER		\$3,838.41	S	STORE	01/01/00
7003032-922	86080310	SERVO	DRIVE ELEV TRIM	\$6,873.53	S	STORE	12/03/97
7003110-901	86111584	DISPLAY	EADI/ENHSI	\$20,400.68	S	STORE	12/10/97
7003400-802	84110460	GENERATOR	SYMBOL	\$40,712.19	S	STORE	01/01/00
7003400-802	86050739	GENERATOR	SYMBOL	\$40,712.19	S	STORE	11/29/97
7003400-802	86050781	GENERATOR	SYMBOL	\$40,712.18	S	STORE	01/01/00
7004187-903	83020113	COMPUTER	STAB AUGMENT	\$19,604.37	S	STORE	01/01/00
7004187-903	86100196	COMPUTER	STAB AUGMENT	\$19,604.37	S	STORE	12/03/97
7005819-713	86040309	PANEL	EFIS CONTROL PANEL	\$6,671.70	S	STORE	07/29/98
7005819-713	86060364	PANEL	EFIS CONTROL PANEL	\$6,671.70	S	STORE	11/14/97
7007700-301	86070124	INDICATOR	WEATHER RADAR INDICATOR	\$12,657.40	S	STORE	09/26/00
7007700-301	86100188	INDICATOR	WEATHER RADAR INDICATOR	\$12,657.40	S	STORE	01/01/00
7007700-301	89040328	INDICATOR	WEATHER RADAR INDICATOR	\$12,657.40	S	STORE	11/17/97
7007700-301	91070857	INDICATOR	WEATHER RADAR INDICATOR	\$12,657.40	S	STORE	11/06/97
7008470-912	86050144	TRANSCIVER	WEATHER RADAR TRANSCIVER	\$26,877.99	S	STORE	11/03/97
7008470-912	86100188	TRANSCIVER	WEATHER RADAR TRANSCIVER	\$26,877.99	S	STORE	12/03/97
7008470-912	91070851	TRANSCIVER	WEATHER RADAR TRANSCIVER	\$26,877.99	S	STORE	11/14/97
7009750-903	86090114	PANEL	FLIGHT MODE	\$18,019.00	S	STORE	03/14/98
7009750-903	86090116	PANEL	FLIGHT MODE	\$18,019.00	S	STORE	10/25/99
7009750-903	87010120	PANEL	FLIGHT MODE	\$18,019.00	S	STORE	01/01/00
7009750-903	89110260	PANEL	FLIGHT MODE	\$18,019.00	S	STORE	11/22/97
70170	13	VALVE	DUMP OR ISOLATE	\$1,344.03	S	STORE	11/14/97
70171	13	VALVE	MLG DOOR SEQ	\$1,344.03	S	STORE	01/01/00
70172-1	36	REDUCER	PRESSURE	\$4,461.72	S	STORE	12/03/97
70172-1	39	REDUCER	PRESSURE	\$18,806.69	S	STORE	01/01/00
70184-1	109	VALVE	BRAKE CONTROL	\$6,380.00	S	STORE	11/29/97
70184-1	68	VALVE	BRAKE CONTROL	\$6,380.00	S	STORE	12/07/98
70185-1	73	VALVE	MLG SEQ	\$1,375.61	S	STORE	11/14/97
70218	38	VALVE	HYDRAULIC SHUTOFF	\$1,351.04	S	STORE	11/28/97
70237	30	VALVE	SOLENOID S/OFF	\$1,730.03	S	STORE	12/03/97
70237	6	VALVE	SOLENOID S/OFF	\$1,730.03	S	STORE	12/03/97
70699	17	VALVE	MLG SHUTTLE VALVE	\$1,906.56	S	STORE	01/01/00
7103-004-419	SKW140	RAIL	MLG DOOR TRACK.	\$9,886.00	S	STORE	03/16/01
7103-104-419	HY545	RAIL	MLG DOOR TRACK.	\$9,886.00	S	STORE	11/14/97
7103-104-419	SKW116	RAIL	MLG DOOR TRACK.	\$9,886.00	S	STORE	11/28/97
737852A	0139/0142	GENERATOR	INTEGRATED DRIVE GEN	\$182,759.38	S	STORE	11/29/97
737854D	0119	CONTROLLER	GENERATOR CONTROL UNIT	\$18,173.04	S	STORE	01/01/00
737854D	0138	CONTROLLER	GENERATOR CONTROL UNIT	\$18,173.04	S	STORE	11/14/97
737854D	0168	CONTROLLER	GENERATOR CONTROL UNIT	\$18,173.04	S	STORE	01/01/00
737856	0163	TRANSFORMER	AC CURRENT	\$1,035.71	S	STORE	01/01/00
738061	0128	UNIT	GROUND POWER CONTROL UNIT	\$12,332.76	S	STORE	10/06/99
7510700-850	59013602	TRANSPONDER	LEVEL III MODE 5	\$15,640.85	S	STORE	03/08/99
7514081-915	88129576	ANTENNA	TCAS	\$6,348.24	N	STORE	02/24/99
754890-4	85111114	SENSOR	CABIN TEMP.	\$5,120.37	S	STORE	01/30/98
754890-4	8613855	SENSOR	CABIN TEMP.	\$5,120.37	S	STORE	01/01/00
770420-110-0000	10	SEAT	ASSY ROW 77 RH	\$4,963.29	S	STORE	08/20/01
770420-110-0000	135	SEAT	ASSY ROW 77 RH	\$4,963.29	S	STORE	04/12/01
770421-110-0000	116	SEAT	ASSY ROWS 2-5, B-10 LH	\$4,963.29	S	STORE	06/23/01
770421-110-0000	94	SEAT	ASSY ROWS 2-5, B-10 LH	\$4,963.29	S	STORE	05/01/00
770421-110-0003	12	SEAT	ASSY ROWS 6,7 LH	\$4,963.29	S	STORE	09/11/01
770421-110-0500	11	SEAT	ASSY ROW 11 LH	\$4,963.29	S	STORE	01/01/00
7760Y7	AN022	PIN	STUB	\$230.00	N	STORE	10/06/97
778583-3	860821	EXCHANGER	HEAT EXCHANGER COOLER	\$29,739.48	S	STORE	11/14/97

PART NUMBER	SERIAL NUMBER	DESC.	COST	COND.	LOCATION		
778727-8	860312	VALVE	DUEL TEMP CONTROL	\$15,120.46	S	STORE	08/06/98
778727-8	870283	VALVE	DUEL TEMP CONTROL	\$16,323.16	O	STORE	11/29/97
784624-2	860712	VALVE	S/OFF BLEED	\$9,406.47	S	STORE	11/29/97
784624-2	870216	VALVE	S/OFF BLEED	\$9,406.47	S	STORE	10/06/98
785791-3	860518	VALVE	PRSOV	\$82,216.20	O	STORE	12/03/97
785791-5	860719	VALVE	PRSOV	\$82,216.20	S	STORE	11/29/97
785804-3	860726	VALVE	HP BLEED	\$15,511.90	S	STORE	09/26/98
785804-3	870867	VALVE	HP BLEED	\$15,511.90	S	STORE	01/01/00
785810-1	880321	CONDENSER	MIXER LH	\$17,501.58	S	STORE	11/29/97
785810-2	860721	CONDENSER	CONDENSER/MIXER R.H.	\$17,204.21	S	STORE	11/29/97
788160-1	860641	FAN	RECIRCULATION	\$13,766.48	S	STORE	11/29/97
790313-1	861026	VALVE	CHECK	\$1,818.60	S	STORE	01/01/00
791809-4-004	85122867	CONTROLLER	ELEC. ENGINE CONTROLLER	\$25,121.84	S	STORE	09/09/00
791809-4-004	87013469	CONTROLLER	ELEC. ENGINE CONTROLLER	\$29,121.94	S	STORE	05/02/00
782-6140-001	1671	COUPLER	HF ANTENNA	\$79,948.28	S	STORE	11/29/97
8-2767-13	C6	VALVE	CHECK FUEL BOOST PUMP	\$41.61	N	STORE	10/06/97
80-0590-2-2	0041	UNIT	ALERT UNIT (INTEGRATED)	\$22,052.30	S	STORE	11/28/00
80-0590-2-2	0303	UNIT	ALERT UNIT (INTEGRATED)	\$22,052.30	S	STORE	11/14/97
8095268-4017	3007	PANEL	VHF COMM CONTROL	\$1,158.47	S	STORE	11/29/97
8095259-4017	3056	PANEL	VHF COMM CONTROL	\$3,022.72	S	STORE	11/06/97
8095262-4317	1092	PANEL	CONTROL DISPLAY UNIT ADF	\$2,220.63	S	STORE	11/29/97
8095262-4317	3028	PANEL	CONTROL DISPLAY UNIT ADF	\$2,220.63	S	STORE	12/03/97
8095262-4317	3311	PANEL	CONTROL DISPLAY UNIT ADF	\$2,220.63	S	STORE	01/01/00
8095263-4405	3038	INDICATOR	DME-1 INDICATOR	\$4,773.37	O	STORE	10/27/00
8095444-4101	3047	PANEL	VHF-NAV CONTROL PANEL	\$2,487.56	S	STORE	12/03/97
8095444-4101	3065	PANEL	VHF-NAV CONTROL PANEL	\$1,925.37	S	STORE	01/01/00
8101-22-0000B	86-10-1286	OVEN	CONVECTION	\$5,876.01	S	STORE	02/01/00
8101-22-0000B	8612-1465	OVEN	CONVECTION	\$5,876.01	O	STORE	11/14/97
81194	12055	ANTENNA	GPS	\$2,430.66	N	STORE	02/08/02
81439-03-2408	7500183	RECEIVER	GPS	\$7,970.07	S	STORE	01/12/88
8686Y25	XXXXAN_050	SLEEVE	LOCK STRUT MAIN LANDING GEAR	\$240.00	N	STORE	10/06/97
8686Y28	XXXXAN_001	PIN	HINGEPIN SIDE MEMBER	\$282.21	N	STORE	10/06/97
8800T	11391	ENCODER	GPS	\$1,400.00	S	STORE	04/27/88
8800T	11402	ENCODER	GPS	\$1,400.00	S	STORE	03/25/98
8800T	11403	ENCODER	GPS	\$1,400.00	S	STORE	01/01/00
9-231-15	1242	TRANSMITTER	FUEL FLOW	\$8,855.59	S	STORE	01/01/00
9-231-15	1243	TRANSMITTER	FUEL FLOW	\$8,855.59	O	STORE	10/16/97
9-231-15	767	TRANSMITTER	FUEL FLOW	\$8,855.59	S	STORE	08/16/98
9027Y4	SKW117	BOLT	DRAG LINK BRKT,UPPER	\$911.12	N	STORE	02/13/01
9027Y80	XXXXAN_006	BRACKET	DOOR LH	\$1,556.50	N	STORE	10/06/97
9027Y51	832-1528	BRACKET	DOOR RH	\$1,556.50	N	STORE	10/06/97
9027Y56	XXXXAN_010	PIN	TORQUE LINK	\$970.00	N	STORE	10/06/97
9028Y4	057	PIN	PIVOT	\$586.00	N	STORE	10/06/97
9049400-1	NN01200725	EXCITER	IGNITION	\$5,063.00	N	STORE	12/17/01
9049400-1	NN01200731	EXCITER	IGNITION	\$5,083.00	N	STORE	12/18/01
9201000-244	FATRO27U	TRANSMITTER	HYD QTY	\$6,500.00	N	STORE	08/18/98
93A100-80	53379	RECORDER	COCKPIT VOICE	\$12,390.45	S	STORE	11/14/97
93A151-20	71034	PANEL	CVR CONTROL	\$2,608.05	S	STORE	06/18/98
94444-01	0205	ISOLATOR	VIBRATION	\$2,396.56	S	STORE	12/26/97
94444-04BR	0089	ISOLATOR	VIBRATION	\$0.01	S	STORE	09/28/99
94444-04BR	0139	ISOLATOR	VIBRATION	\$2,375.28	S	STORE	07/21/00
94444-04BR	0142	ISOLATOR	VIBRATION	\$2,375.28	S	STORE	07/21/00
94444-04BR	0320	ISOLATOR	VIBRATION	\$2,375.28	S	STORE	12/26/97
94444-06	0011	ISOLATOR	TORQUE TUBE	\$0.00	U	STORE	11/14/00
94444-07BR	0708	ISOLATOR	VIBRATION	\$0.00	O	STORE	10/19/00
9599-607-12338	6057	ANTENNA	RAD ALT	\$315.93	S	STORE	05/29/98
9599-607-14931	3328	TRANSCIEVER	RAD ALT	\$21,674.51	S	STORE	10/26/00
9599-607-14931	4237	TRANSCIEVER	RAD ALT	\$6,532.42	S	STORE	06/20/00
965-0476-088	1378	COMPUTER	GPWS	\$4,395.23	S	STORE	06/21/00
965-0476-088	5431	COMPUTER	GPWS	\$18,807.27	S	STORE	05/08/00
980-4100-DXUS	7820	RECORDER	FLIGHT DATA	\$14,908.46	S	STORE	02/27/98
9840-27-A	33	TRANSFORMER	RECTIFIER	\$9,382.70	S	STORE	11/06/97
9840-27A	29	TRANSFORMER	RECTIFIER	\$9,382.70	S	STORE	01/01/00
A-957E	CG-63115	RELAY	TRU CUT OUT	\$3,877.64	S	STORE	01/01/00
A-957E	CH21642	RELAY	TRU CUT OUT	\$3,877.64	S	STORE	12/03/97
A-957E	CL30280	RELAY	TRU CUT OUT	\$3,877.64	S	STORE	01/01/00
A24A9430	SL12364	CONTROLLER	TEMP WINDOW HEAT	\$138.82	S	STORE	11/14/97
A24A9430-1	RM15266	CONTROLLER	TEMP WINDOW HEAT	\$138.62	N	STORE	10/06/97
AB43-0028	25	TRANSFORMER	RECTIFIER GROUND SERV	\$8,214.81	S	STORE	01/01/00
AC45-0038	260	SWITCH	DEICE SELECTOR A/F	\$1,021.78	S	STORE	01/01/00
ACA1614	37	ELEMENT	ENGINE ANTI ICE, INLET	\$15,178.00	S	STORE	09/05/01
AE5902MK1	0119	TRANSFORMER	ESSENT AC B	\$130.84	S	STORE	01/01/00
AE5942MK1	0515	TRANSFORMER	G/SERV AC B	\$157.10	S	STORE	01/01/00
AH2542B	145	HOLDER	BASE & CRADLE	\$288.50	S	STORE	11/13/97
AH2542B	191	HOLDER	BASE & CRADLE	\$288.80	S	STORE	11/18/98
AFS-1-1000-40DW	3221-8-100/101	SWITCH	OIL PRESSURE	\$1,281.07	S	STORE	06/28/99
AFS-1-1000-40DW	890505049	SWITCH	OIL PRESSURE	\$1,281.07	S	STORE	01/01/00
AFT7-1000-4000AW	6281-7-83	TRANSDUCER	PRESSURE HYDRAULIC	\$2,709.96	N	STORE	06/20/01
AFT7-1000-4000AW	6281-7-64	TRANSDUCER	PRESSURE HYDRAULIC	\$2,835.14	N	STORE	08/30/01
AFT8-1000-1000	3386-9-168	TRANSDUCER	OIL PRESSURE	\$1,815.75	S	STORE	04/12/99
B01005	747	EXTINGUISHER	BCF 1KG	\$83.50	S	STORE	09/22/97
B01005	BX391450	EXTINGUISHER	BCF 1KG	\$83.50	S	STORE	01/01/00
B01005	CP6012549	EXTINGUISHER	BCF 1KG	\$83.50	S	STORE	01/01/00
BA20789-3	11642	EXTINGUISHER	FIRE	\$395.00	S	STORE	02/14/00
C8120-3	530AC	MOTOR	STARTER	\$37,463.42	O	STORE	12/03/97
C76702-3	524	SHAKER	STALL WARNING	\$400.58	S	STORE	01/01/00
CG7GT10	072	DETECTOR	SMOKE	\$1,347.65	S	STORE	12/03/97
D150175-1ISS1	8704609R	TRANSDUCER	FLAP ASYMMETRY LH	\$3,317.80	S	STORE	01/01/00
D150176-1	8717338/R	TRANSDUCER	FLAP ASYMMETRY RH	\$3,280.02	S	STORE	12/03/97
D16955-45M	COM-WW-16	CONVERTER	W/SCREEN WIPE LH	\$140.25	N	STORE	10/06/97
D17418-4	TE28605	CONVERTER	W/SCREEN WIPE RH	\$128.36	N	STORE	10/06/97
D23715	8717271	TRANSDUCER	FLAP ASSYM	\$894.47	S	STORE	10/06/97
D494-07-001	008-08-86	PANEL	LAND GEAR SELECTOR	\$5,718.58	S	STORE	11/29/97
D836-4-20	10037	FUSE	HYD LOCK OUT DEBOOSTER	\$2,057.84	S	STORE	01/01/00
D8027Y41	AN008	PIN	TORQUE LINK CNTR	\$402.50	S	STORE	10/06/97
DMN150-2-1	10057	ANTENNA		\$0.00	S	STORE	03/12/01

PART NUMBER	SERIAL NUMBER	DESC.	COST	COND.	LOCATION	
DMN150-2-1	37260	ANTENNA	\$0.00	S	STORE	03/12/01
DMN150-2-1	59772	ANTENNA	\$0.00	S	STORE	05/23/01
DMN150-2-1	59808	ANTENNA	\$0.00	S	STORE	05/23/01
EADDSB416-407	853022	UNIT DIMMING	\$21,503.60	S	STORE	01/01/00
EADDSB416-407	873043	UNIT DIMMING	\$21,503.60	S	STORE	01/01/00
EADDSB416-407	873060	UNIT DIMMING	\$21,503.60	S	STORE	11/06/97
EACCSB501-401	873054	SENSOR AC CURRENT SENSOR	\$2,493.73	S	STORE	01/01/00
EAADLB529-401	863012	UNIT DIMMING	\$15,473.34	S	STORE	11/06/97
EAADTB202-401	873043	TIMER DE ICE	\$7,703.68	S	STORE	01/01/00
EADFB317-409	873025	INDICATOR FUEL FLOW	\$21,653.00	S	STORE	11/06/97
EADFB317-409	863033	INDICATOR FUEL FLOW	\$21,653.00	S	STORE	03/14/00
EADPB411-401	863012	INDICATOR PRESSURE DIGITAL	\$13,909.16	S	STORE	01/01/00
EAEDCB407-410	873017	UNIT DE-ICE ENG CONTROL UNIT	\$41,056.54	S	STORE	11/06/97
EAEDCB407-410	883004	UNIT DE-ICE ENG CONTROL UNIT	\$41,056.54	S	STORE	05/07/98
EAFPCB413-403	873015	CONTROLLER UNIT FLAP POSITION	\$18,758.92	S	STORE	01/01/00
EAFTWB507-401	863008	UNIT WARNING TEMP FUEL	\$15,941.00	S	STORE	10/03/97
EAFTWB507-401	883026	UNIT WARNING TEMP FUEL	\$15,941.00	S	STORE	01/01/00
EAGDSB528-407	873016	CONTROLLER DIMMING UNIT	\$16,989.83	S	STORE	12/08/98
EANDSB530-403	873037	CONTROLLER DIMMING UNIT	\$16,582.06	S	STORE	12/20/99
EAMBCB610-407	873009	CONTROLLER BUNGEE MOD. CONTROL UNIT	\$35,673.00	S	STORE	12/08/00
EAPCSB527-403	873015	CONTROLLER DIMMING UNIT	\$12,373.26	S	STORE	01/01/00
EASCUB404-405	873037	CONTROLLER START CONTROL UNIT	\$17,235.61	S	STORE	11/14/97
EAWACB613-401	873004	INDICATOR TEMP UNIT	\$3,012.76	S	STORE	11/14/97
F1107-452-401	SKW104	PIPE JET	\$6,852.58	S	STORE	09/30/97
F1107-452-401	SKW144	PIPE JET	\$6,852.58	S	STORE	11/29/97
F1107-452-402	SKW034	PIPE JET REAR RH	\$3,685.81	S	STORE	11/29/97
F1107-452-403	SKW076	PIPE JET LH & RH FRONT	\$3,402.44	S	STORE	10/28/99
F1701-513-401	5162	PANEL FUELING ASSY	\$3,921.57	S	STORE	10/30/00
F1709-418-401	001	VALVE WATER DRAIN	\$1,828.87	S	STORE	02/03/98
F3703-218-413	U16	BALANCER ASSY	\$8,832.51	O	STORE	05/13/01
F4100-230-401	040	BOOT DE ICE LH HOR STAB	\$17,832.92	S	STORE	11/29/97
F4100-230-402	006	BOOT DE ICE RH HOR STAB	\$17,932.82	S	STORE	11/06/97
F4100-231-401	006	BOOT DE ICE LH Q/B HOR STAB	\$8,889.00	S	STORE	11/06/97
F4100-245-701	005	BOOT DE ICE VERT STAB	\$8,284.20	S	STORE	01/01/00
F4100-260-401	028	BOOT DE ICE LEDGE LH O	\$21,574.17	S	STORE	11/14/97
F4100-275-401	006	BOOT DE ICE LEDGE LH O	\$11,410.91	S	STORE	12/03/97
F4100-275-402	011	BOOT DE ICE LEDGE RH O	\$13,163.22	S	STORE	12/03/97
F4100-275-402	012	BOOT DE ICE LEDGE RH O	\$13,163.22	S	STORE	11/06/97
F4100-276-401	020	BOOT DE ICE LH OB	\$34,741.07	S	STORE	11/14/97
F4100-277-401	015	BOOT DE ICE LEDGE LH O	\$10,639.89	S	STORE	12/03/97
F4100-277-402	007	BOOT DE ICE LEDGE RH O	\$10,639.89	S	STORE	11/06/97
F4100-278-402	008	BOOT DE ICE LEDGE RH O	\$13,117.81	S	STORE	11/29/97
F5-293001-1	8632784	INDICATOR HYDRAULIC	\$1,036.25	S	STORE	10/17/87
F8103-067-401	042	RADOME	\$19,300.25	S	STORE	05/18/01
F8107-032-704	92319H1449	WINDOW RH SLIDING	\$16,024.05	S	STORE	03/08/99
F6280050M2	1238	VALVE FUEL PILOT	\$188.43	S	STORE	10/05/97
F7941-001-409	F7993-008-15	UNIT ENGINE FIRE CONTROL RH	\$8,411.60	S	STORE	11/29/97
F7941-001-411	F7993-008-261	UNIT ENGINE FIRE CONTROL LH	\$8,002.50	S	STORE	11/14/97
F7941-002-405	SKW116	PANEL SWITCHING	\$13,175.50	S	STORE	11/14/97
F7941-007-401	SKW132	PANEL PROP CONTROL	\$3,648.87	S	STORE	12/03/97
F7941-011-403	Y685073	PANEL ELECTRICAL POWER PANEL	\$37,012.48	S	STORE	03/03/99
F7941-011-403	Y6A91274	PANEL ELECTRICAL POWER PANEL	\$37,012.48	S	STORE	11/14/97
F7941-023-401	31372	BEARING INTERFACE UNIT	\$5,222.05	S	STORE	01/01/00
F7941-024-408	3016	UNIT AUDIO ACCESSORY UNIT	\$28,654.97	S	STORE	11/06/97
F7941-024-408	3024	UNIT AUDIO ACCESSORY UNIT	\$28,654.97	S	STORE	11/06/97
F7941-033-403	SKW133	PANEL AVIONICS SWITCHING	\$3,978.56	S	STORE	11/14/97
F7941-036-401	3142	JACK BOX CAPTAINS	\$3,042.64	S	STORE	01/01/00
F7941-036-403	3058	JACK BOX FIRST OFFICERS	\$1,668.04	S	STORE	01/01/00
F7941-042-402	40642	MICROPHONE C.V.R. AERA MICROPHONE	\$2,277.35	S	STORE	01/01/00
F7941-042-402	41337	MICROPHONE C.V.R. AERA MICROPHONE	\$2,277.35	S	STORE	01/01/00
F7941-048-401	SKW113	CONTROL DATA NAV III CONTROL	\$2,429.26	S	STORE	12/03/97
F7941-049-401	158	PANEL ALERON TRIM INDICATOR	\$4,980.79	S	STORE	01/01/00
F7941-050-403	SKW107	PANEL GENERAL AVIONICS	\$4,009.26	S	STORE	11/29/97
F7941-108-414	873007	UNIT SWITCHING UNIT (INSTRUMENT)	\$80,003.22	S	STORE	11/29/97
F8103-340-405	XXXAN_001	DOOR ASSY-COWLING NO1 O/B	\$61,704.00	S	STORE	01/01/00
F8103-340-489	XXXAN_001	DOOR ASSY-COWLING NO2 I/B	\$53,561.00	S	STORE	01/01/00
F8103-341-455	XXXAN_001	COWL ASSY NO1 I/B	\$59,829.00	S	STORE	01/01/00
F8103-341-457	XXXAN_001	COWL ASSY NO2 I/B	\$61,704.00	S	STORE	01/01/00
F8200-067-405	XXXAN_012	PIPE TAILPIPE	\$7,382.97	S	STORE	02/22/99
F8200-119-411	DHG97631	HOSE PNEUMATIC	\$418.87	S	STORE	05/22/98
F8200-119-411	DHG97632	HOSE PNEUMATIC	\$418.87	S	STORE	05/22/98
F8200-119-411	DHG97633	HOSE PNEUMATIC	\$418.87	S	STORE	05/22/98
F8553-000-401	FRT8-125	TANK RESERVOIR	\$21,311.32	N	STORE	10/07/87
F8903-023-401	SW050	SHIELD ASSY	\$3,104.48	S	STORE	08/24/89
F8904-019-401	SKW137	PANEL LIGHT CONTROL EXTERIOR	\$7,042.97	S	STORE	11/06/97
G1169REP	AF256A/ARC	ANTENNA DME	\$1,055.00	S	STORE	10/07/87
G6137-03	63	PANEL AUDIO SELECTOR PANEL	\$3,331.33	S	STORE	09/23/97
G6137-03	70	PANEL AUDIO SELECTOR PANEL	\$3,331.33	S	STORE	12/03/97
G6935-02	31	SPEAKER COCKPIT	\$972.84	S	STORE	01/01/00
G6935-02	3815	SPEAKER COCKPIT	\$972.84	S	STORE	12/03/97
G6992-19	1847	CONTROL PANEL TCAS/MODE S	\$7,810.18	S	STORE	04/12/89
G6992-19	2829	CONTROL PANEL TCAS/MODE S	\$13,965.01	N	STORE	08/16/00
H301BAM	5712	INDICATOR GYRO STANDBY HORIZON	\$10,685.06	S	STORE	01/01/00
H301BAM	6392	INDICATOR GYRO STANDBY HORIZON	\$10,685.06	S	STORE	12/03/97
HME1410CA	1513	HEADSET PILOT/COPILOT	\$408.96	S	STORE	07/07/88
HME1410CA	4001	HEADSET PILOT/COPILOT	\$408.96	S	STORE	08/16/99
HME1410CA	4615	HEADSET PILOT/COPILOT	\$166.25	S	STORE	01/01/00
HME1410CA	SKW043	HEADSET PILOT/COPILOT	\$112.50	S	STORE	09/11/00
HTE2832-001	M235VB885	VALVE HYD FIRE SHUT OFF	\$346.75	S	STORE	01/01/00
HTEB826	488GB258/H	ACTUATOR SOFF VALVE	\$1,010.30	S	STORE	01/01/00
KCA0105W	K5294	COMPASS MAGNETIC	\$200.17	S	STORE	10/17/87
M7941-004-402	873019	PANEL AIR CONDITION	\$21,615.13	S	STORE	11/06/97
M7941-004-402	AN007	PANEL AIR CONDITION	\$21,615.13	S	STORE	11/29/97
M7941-005-403	SKW086	PANEL FUEL CONTROL	\$26,102.57	S	STORE	12/03/97
M7941-006-401	14093	PANEL ENGINE CONTROL	\$4,702.00	S	STORE	10/10/97
M7941-010-409	33506	PANEL EMERGENCY LIGHTS IPOST 33-0331	\$12,990.68	S	STORE	11/29/97


PART NUMBER	SERIAL NUMBER	DESC.	COST	COND.	LOCATION		
M7941-013-402	SKW150	PANEL	MAINTENANCE TEST	\$39,988.48	S	STORE	11/14/97
MC10-04-111	14625	MASK	CREW OXY	\$3,757.03	S	STORE	11/29/97
MC10-04-111	19886	MASK	CREW OXY	\$3,757.03	S	STORE	09/18/98
M1585397-84	1463	COMPUTER	DATA NAV III COMPUTER	\$30,003.80	S	STORE	01/01/00
M1585397-54	1471	COMPUTER	DATA NAV III COMPUTER	\$30,003.80	S	STORE	10/06/97
M1585398-2	1098	CONTROLLER	DATA NAV III CONTROL	\$2,587.70	S	STORE	01/01/00
M1585398-2	1099	CONTROLLER	DATA NAV III CONTROL	\$2,587.70	S	STORE	11/29/97
QA2555-001	018	COOLER	ENG OIL TO AIR	\$5,379.80	S	STORE	11/06/97
QA2555-001	028	COOLER	ENG OIL TO AIR	\$6,379.80	S	STORE	08/29/98
PC350-2A	2644	INVERTER	STATIC INVERTER	\$3,666.75	S	STORE	01/01/00
PW125B	TM124018	ENGINE	F50 ENGINE	\$0.01	S	STORE	11/14/97
PW125B	TM124027	ENGINE	F50 ENGINE	\$0.01	S	STORE	12/03/97
PW125NOZZLEKITREP	00080921	KIT	FUEL NOZZLE	\$7,700.98	U	STORE	08/29/00
PW125NOZZLEKITREP	1TP00029	KIT	FUEL NOZZLE	\$7,700.98	O	STORE	01/18/02
RV99-29-2	90407195	VALVE	THERMAL RELIEF	\$2,223.72	N	STORE	04/27/00
SA02202	T4504	RELAY	DC BUS	\$21,800.13	S	STORE	02/01/01
SA03203	L4260	RELAY	CONTACT START ISOLATE	\$2,055.00	S	STORE	01/01/00
SA03506	D1280	RELAY	CONTACT START	\$23,650.86	N	STORE	05/07/01
SC03204	M4143	CONTACTOR	DC EXTERNAL POWER	\$1,832.36	S	STORE	01/12/98
SC03204	P5981	CONTACTOR	DC EXTERNAL POWER	\$1,832.36	S	STORE	01/12/98
SELOC29ED	120	INDICATOR	NI	\$8,513.93	S	STORE	12/03/97
SELOC29ED	128	INDICATOR	NI	\$4,271.67	S	STORE	12/03/97
SELOC29ED	155	INDICATOR	NI	\$4,271.67	S	STORE	12/03/97
SG02206	K9889	RELAY	AC GENERATOR	\$2,073.87	S	STORE	01/01/00
W7981-003-413	SKW081	PANEL	ANTI ICE (MOD 5BF50-30-024)	\$10,717.29	S	STORE	12/03/97
WL1106AMMS2	AB168	ALTIMETER	ALTIMETER	\$4,920.68	S	STORE	12/03/97
WL1106AMMS2	AB171	ALTIMETER	ALTIMETER	\$4,920.68	S	STORE	10/14/97
WL1106AMMS2	AE165	ALTIMETER	ALTIMETER	\$4,920.68	S	STORE	12/03/97
WL300A53	AG724	INDICATOR	AIRSPD	\$9,855.61	S	STORE	11/06/97
WL300A53	AG792	INDICATOR	AIRSPD	\$9,855.61	S	STORE	11/29/97
WL842AMMS1	AB-118	ALTIMETER	ALTIMETER	\$3,944.91	S	STORE	11/04/97
WL842AMMS1	AH367	ALTIMETER	ALTIMETER	\$3,944.91	S	STORE	03/23/98
X00041-055-L30	SKW077	JACK BOX	JACK BOX	\$0.01	S	STORE	01/01/00
Y00232-401	058/88	REGULATOR	CABLE TENSION	\$13,387.89	S	STORE	05/30/00
Y00240-401	0046	LIGHT	NAVIGATION L.H.	\$1,671.74	S	STORE	01/01/00
Y00240-403	0033	LIGHT	NAVIGATION R.H.	\$1,671.74	N	STORE	10/03/97
Z1-314001-1	1291	CONTROLLER	DATA NAV	\$1,730.00	S	STORE	01/01/00
TOTAL:				\$7,149,734.80			

Signing Section

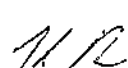
Executed as an agreement.

Dated: 21st Feb 2002

Executed by Bodas Pty Limited
(Administrators Appointed)
ACN 002 158 741 by its Administrator in
the presence of:

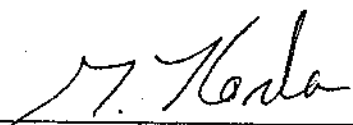


Mark Francis Xavier Mentha (signature)




Witness (signature)

KARINA VAN DER LINDEN
PLEASE PRINT NAME



Mark Anthony Korda (signature)



Witness (signature)

KARINA VAN DER LINDEN
PLEASE PRINT NAME

Executed by Airline Investments Limited
ACN 098 904 262:

Director (signature)

Director/company secretary (signature)

PLEASE PRINT NAME

PLEASE PRINT NAME

Annexure A - Ansett Assets

LOCATION	ORGANISATION	AREA	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	AGE	CONDITION	JRU PARTY	QTY	COMMENTS
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8589	TOYOTA	TO10	TUG	10427	15YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8577			BAGGAGE TROLLEY		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	3NED				BAE148 DOOR CANOPES		18YRS	POOR		2	
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8578			BAGGAGE TROLLEY		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8578			BAGGAGE TROLLEY		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8574			BAGGAGE TROLLEY		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8576			BAGGAGE TROLLEY		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8571			BAGGAGE TROLLEY		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8570	KOMATSU		FORKLIFT	448519	10YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8573			BAGGAGE TROLLEY		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8573			BAE148 STAIRS		18YRS	GOOD			NON MOTOR
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8573			BAE148 STAIRS		18YRS	GOOD			NON MOTOR
NEWMAN AIRPORT	AIRPORT SERVICES	ROAD VEHICLE	AA8439	MITSUBISHI	EXPRESS	8 SEATER WAGON		10YRS	GOOD			REGD EPC-343
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC		STATIC		STAIRS	16370	18YRS	GOOD		1	NON MOTOR
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8338			BAGGAGE TROLLEY		30YRS				
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8337			BAGGAGE TROLLEY		30YRS				
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC	AA8342			BAGGAGE TROLLEY		30YRS				
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC				STAIRS		30YRS	POOR			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC				WHEELCHAIR MODULE		15YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC				HEAVY PALLET & ROLLER		30YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC				WHEELCHAIR		2YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECKIN		TELEX		DISPLAY TERMINAL		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECKIN		TELEX		KEYBOARD		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECKIN		TELEX		DISPLAY TERMINAL		30YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		TELEX		KEYBOARD		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		TELEX		DISPLAY TERMINAL		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		TELEX		KEYBOARD		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		TELEX		CONTROLLER	0784	10YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECKIN		TELEX		CHECKIN COUNTER SINGLE		20YRS	FAIR		3	
NEWMAN AIRPORT	AIRPORT SERVICES	CHECKIN		TELEX		TICKET PRINTER	188860058	10YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		TELEX	OWN BOUND	TICKET PRINTER CABINET		20YRS	FAIR			

LOCATION	DIVISION	AREA	ANALYST ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	AIRCRAFT TYPE	AGE	CONDITION	ASD PARTY	QTY	COMMENTS
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		CISCO	2400	ROUTER	JAB0004858		1YR	GOOD	TOLSTRA		
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		TAUT	1286	GROUND TO AIR RADIO	148246		20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		TOA		PUBLIC ADDRESS SYSTEM			20YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE	3-4377	PACIFIC COORENCE		FRIDGE			15YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECK-IN				2 DOOR STEEL CABINET			20YRS	FAIR			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE				OFFICE CHAIRS			10YRS	FAIR		2	
NEWMAN AIRPORT	AIRPORT SERVICES	BSR				GARDEN SHED			15YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TARMAC				GROUND TO COCKPIT HEADSET			20YRS	GOOD		1	
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		MOTOROLA	850 GM PLUS	GROUND TO GROUND RADIO BASE STATION	8711A10100		1YR	GOOD	Already removed		Item relocated to Perth
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE				HAND HELD RADIO	672784284		1YR	GOOD	Already removed		Item relocated to Perth
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE				HAND HELD RADIO	672784864		1YR	GOOD	Already removed		Item relocated to Perth
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE				HAND HELD RADIO	672784883		1YR	GOOD	Already removed		Item relocated to Perth
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		CAL	4880 F1003B	FAX MACHINE	106A1003264		1YR	GOOD	Already removed		Item relocated to Perth
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		CPAL		CLOCK			5YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		HAMBROOK		HOT WATER URN			5YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE				2 SEATER LOUNGE			20YRS	POOR			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE				2 SHELF BOOKCASE			3YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL				DANGEROUS GOODS DISPLAY CABINET, WOOD/GLASS			10YRS	FAIR			
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL		TOHIBA		AIRCONDITIONER	60200001		20YRS	POOR			
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL		TOHIBA		AIRCONDITIONER	60200037		20YRS	POOR			
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL		TOHIBA		AIRCONDITIONER	60200008		20YRS	POOR			
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL		TOHIBA		AIRCONDITIONER	60200026		20YRS	POOR		3	
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL				3 SEATER LOUNGE			20YRS	POOR		1	
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL				SINGLE LOUNGE CHAIR			20YRS	POOR		1	
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL				3 SEATER TERMINAL CHAIR			15YRS	FAIR		1	PLASTIC TYPE
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL				1 SEATER TERMINAL CHAIR			15YRS	FAIR		1	PLASTIC TYPE
NEWMAN AIRPORT	AIRPORT SERVICES	TERMINAL				HAND BAGGAGE TEST MODULE			15YRS	POOR			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECK-IN		OKI	MICROLINE 330	PRINTER	903C1037441		2YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECK-IN		OKI	MICROLINE 330	PRINTER	903C1037544		2YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		OKI	MICROLINE 330	PRINTER	903C1037644		2YRS	GOOD			
NEWMAN AIRPORT	AIRPORT SERVICES	CHECK-IN		TELEDO.	18KG	DIGITAL SCALES WITH READOUT	4334518-JAV		10YRS	GOOD		2	
NEWMAN AIRPORT	AIRPORT SERVICES	OFFICE		KELVIN		AIRCONDITIONER			15YRS	POOR			

[illegible]

[illegible]

LOCATION	CHASSIS	AREA	SUBLOCATION	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	BNWQSN NO	CAPACITY	ANCHOR TYPE	AGE	CONDITION	1ST PARTY	CITY	COMMENTS
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						4 DRAW PIANO CABINET					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						OFFICE CHAIR					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						STENO TABLE					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						OFFICE RAYONING GLASSWOOD					1978	POOR			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						BALLON COVERS				ALL	1978	POOR			16 AIRFREIGHT
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						TRASHES BOARD				ALL	1978	GOOD			8 AIRFREIGHT
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						SPRINKLER BOARD				ALL	1978	GOOD			6 AIRFREIGHT
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						SPRINKLER					1978	FAIR			36
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						COPE MACHINE					1978	FAIR			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						844 144 DOOR COVERS					1978	POOR			2 WET WEATHER
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						979 DOOR COVER					1978	POOR			1 WET WEATHER
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						PRINTER	JF607987				1978	GOOD			NUMBER PAPERBOARD
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						SECRET	167917				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						PC	9712099				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						GROUND TO COBERT HEBERT					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						CALCULATOR					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						WALL MOUNTED BOOKSHELF'S					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						WALL MOUNTED BOOKSHELF'S					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						COMMANDER TELEPHONE SYSTEM	PS 318181				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						TELEPHONE HANDSET	197817				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						TELEPHONE HANDSET	418181				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						TELEPHONE HANDSET	210987				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						TELEPHONE HANDSET	178123				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						TELEPHONE HANDSET	197819				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						TELEPHONE HANDSET	15677				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	OFFICE						TELEPHONE HANDSET	200181				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						ALUMINUM STOP LOCKER					1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	SHED						CLIPPERS					1978	GOOD			1 WARE
KALDOORLE AIRPORT AIRPORT SERVICES	TERMINAL						2 KEY INSPECTION	14111				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	TERMINAL						WHEEL TURN INSPECTION	818181				1978	GOOD			
KALDOORLE AIRPORT AIRPORT SERVICES	TERMINAL						BOOKS TEST MODUL					1978	GOOD			

LOCATION	DIVISION	AREA	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	AGE	CONDITION	3RD PARTY	QTY	COMMENTS
KARRATHA AIRPORT	AIRPORT SERVICES	ROAD VEHICLE	AA4774	MAZDA	T4106	CATERING TRUCK	6446	15YRS	FAIR			REGO 7DU 076
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5249	TOYOTA	TG10	TOW TUG	3P772343	16YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5250	TOYOTA	TG10	TOW TUG	3P774589	16YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5250	TOYOTA	TG10	TOW TUG	3P783145	16YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5251	KOMATSU		FORKLIFT	M29640576	10YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5252			MOBILE CONVEYOR	ML161448	15YRS	FAIR			
KARRATHA AIRPORT	AIRPORT SERVICES	ROAD VEHICLE	AA5253	TOYOTA	LIFE ACE	3 SEATER BUS	2VC	11YRS	POOR			REGO 7IN 861
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA7375	DOMINO		TOW TUG		10YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	ROAD VEHICLE		TOYOTA	TARAGO	1 SEATER BUS		11YRS	POOR			REGO 7IN 868
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA4975			8737 AIRSTART BOTTLES		3YRS	FAIR			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC				720 AIRSTART BOTTLES		20YRS	POOR			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5254			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5256			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5258			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5257			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5258			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5259			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5300			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5301			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5302			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5302			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5304			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5304			BAGGAGE TROLLEY		20YRS	GOOD			
KARRATHA AIRPORT	AIRPORT SERVICES	TARMAC	AA5306			BAGGAGE TROLLEY		20YRS	GOOD			

LOCATION	DIVISION	AREA	SUBLOCATION	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO.	CONDITION	3RD PARTY	QTY	COMMENTS
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Telex	078-A	Display Terminal		Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Telex		Keyboard		Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Telex	078-A	Display Terminal		Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Telex		Keyboard		Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Telex	078-A	Display Terminal		Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Telex		Keyboard		Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		IBM	G40	Display Terminal	98C8684	Good			Not found in Andersen IT Audit
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		IBM	330-P75	PC	90-29R48	Good			Not found in Andersen IT Audit
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		IBM		Keyboard	1144401	Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office			IER-352	Boarding Pass Printer		Good			
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Motrola	Radius QP300	Handheld 2 way Radio	174HNN2079	Good	Motrola		
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		Motrola	Radius QP300	Desk Charger		Good	Motrola		
Karratha Airport	Airport Services	Karratha Heliport	Check-in office		OKI	Turbo 320	Printer	907C1043779	GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Managers lounge	IT4322	IBM	PC 330	PC	90-A37WZ	GOOD			Not found in Andersen IT Audit
Karratha Airport	Airport Services	KARRATHA AIRPORT	Managers lounge	AN8603	IBM		KEYBOARD	11737	GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Managers lounge	022448	IBM	074	SCREEN	95-CA238	GOOD	IBM		Not found in Andersen IT Audit
Karratha Airport	Airport Services	KARRATHA AIRPORT	Managers lounge	AN7768	HEWLETT PACKARD	LAZERJET 8P	PRINTER	SGMBD32317	GOOD	HP-lnc		
Karratha Airport	Airport Services	KARRATHA AIRPORT	Managers lounge		OKI	MICROLINE 320 TURBO	PRINTER	908C1045172	GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Managers lounge		TELEX		KEYBOARD		GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Managers lounge	P1681434	TELEX	078-A	DISPLAY TERMINAL		GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Team Leader	IT4323	IBM	PC 330	PC	90-A37XL	GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Team Leader	9-0375	TELEX		Display Terminal		GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Team Leader	AN8802	IBM		KEYBOARD	0011703	GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Team Leader		IBM	G14	SCREEN	5516805	GOOD			
Karratha Airport	Airport Services	KARRATHA AIRPORT	Team Leader		TELEX		KEYBOARD		GOOD			

LOCATION	DIVISION	AREA	SUB LOCATION	ANSEI ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CONDITION	JRO PARTY	QTY	COMMENTS
Karartha Airport	Airport Services	KARARATHA AIRPORT	Finance area	P222-1212	TELEX	074-A	Display Terminal		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Finance area		TELEX		KEYBOARD		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Finance area	AN1234	HEWLETT PACKARD	LAZERJET 5N	PRINTER	9015037400	GOOD	Hewlett Packard-tbc		
Karartha Airport	Airport Services	KARARATHA AIRPORT	Finance area	9-0785	TELEX	074-A	DISPLAY TERMINAL		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Finance area		TELEX		KEYBOARD		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		HEWLETT PACKARD	LAZERJET 5P	PRINTER	SGHB028608	GOOD	Hewlett Packard-tbc		
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		IBM		KEYBOARD	808823	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area	AN5678	IBM	PSVALUEPOINT	PC	900R111	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		COMPAQ		SCREEN	0281454N121	GOOD	Comdisco		
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		TELEX		KEYBOARD		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		TELEX	074-A	Display Terminal		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		UNISYS		KEYBOARD	D0330	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		IBM	PSVALUEPOINT	PC	0000272286	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		IBM	8615003	SCREEN	23BF389	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		REALISTIC		SCANNER	928424	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area	8-0737	PCN ELECTRONICS		GROUND TO GROUND BASE STATION		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area	8-0070	TAIT		GROUND TO AIR RADIO		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		TAIT	373	GROUND TO AIR RADIO	93748	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		OKI	MICROLINE 320 TURBO	PRINTER	907C1043778	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		IBM	330-P75	PC	80-29R71	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		IBM	PSVALUEPOINT	SCREEN	96-11000	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area	AN7768	IBM		KEYBOARD	Y5375	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		TELEX		KEYBOARD		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		TELEX	074-A	Display Terminal		GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		OKI	MICROLINE 320 TURBO	PRINTER	902C1037701	GOOD			
Karartha Airport	Airport Services	KARARATHA AIRPORT	Load Control Area		TELEX	074-A	CONTROLLER		GOOD			

LOCATION	DIVISION	AREA	SUB LOCATION	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CONDITION	4TH PARTY	QTY	COMMENTS
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control Area		NTU HRAVR			15100196	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control Area		BAYNETWORKS	810M		39F962	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control Area		CISCO	2610	ROUTER	JAB080386J2	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control Area		SOUNDCOM		MESSAGE ON HOLD	AL5005645	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX		KEYBOARD		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX		KEYBOARD		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX	078-A	Display Terminal		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX	078-A	Display Terminal		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		OKI	MICROLINE 320 TURBO	PRINTER	902C1037698	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		MEMOREX TELEX	1320	PRINTER	411EM76329	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		OKI	MICROLINE 320 TURBO	PRINTER	907C1043177	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX	078-A	Display Terminal		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX		KEYBOARD		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX	078-A	Display Terminal		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX		KEYBOARD		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		OKI	MICROLINE 320 TURBO	PRINTER	907C1043796	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX	078-A	Display Terminal		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		TELEX		KEYBOARD		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		OKI	MICROLINE 320 TURBO	PRINTER		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Check-in Counter		IER	512	BAG TAG PRINTER		GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	OFFICE	28814	OKI	OF-17	FAX	65G1	GOOD			
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control area		MOTOROLA	Radius GP300	HAND HELD RADIO	174HXN2123	GOOD	Motorola		
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control area		MOTOROLA	Radius GP300	HAND HELD RADIO	174TTL9489	GOOD	Motorola		
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control area		MOTOROLA	Radius GP300	CHARGER		GOOD	Motorola		
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control area		MOTOROLA	Radius GP300	CHARGER		GOOD	Motorola		
Karalitha Airport	Airport Services	KARATHA AIRPORT	Load Control area		MOTOROLA	Radius GP300	CHARGER		GOOD	Motorola		

LOCATION	DIVISION	AREA	SUBLOCATION	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CONDITION	JOB PARTY	CITY	COMMENTS
Karatha Airport	Airport Services	KARATHA AIRPORT	Load Control area		MOTOROLA	Radius GP300	CHARGER		GOOD	Motorola		
Karatha Airport	Airport Services	KARATHA AIRPORT	Load Control area		MOTOROLA	Radius GP300	CHARGER		GOOD	Motorola		
Karatha Airport	Airport Services	KARATHA AIRPORT	STORAGE SHED		GENCOM	OMNI 800	TICKET PRINTER	1809760188	GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	OFFICE		DSE	F1013	INTERCOM		GOOD		2	
Karatha Airport	Airport Services	KARATHA AIRPORT	CHECK-IN		TEXAS INSTRUMENTS	1995	TICKET PRINTER		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	OFFICE	12-0054	SHARP		TV		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	OFFICE		TELEX	078-A	Display Terminal		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	OFFICE		TELEX	078-A	Display Terminal		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	OFFICE		TELEX		KEYBOARD		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE		IBM		KEYBOARD	P2323583	GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE		IBM	350	SCREEN	64-40604	GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE	3-0589	OMI	GF10	FAX		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	Office/Check-in/Releport		COMMANDER	HX 572716	Telephones system- 10 hand sets		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT					TUB CHAIRS		FAIR		13	
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE				MARBLE COFFE TABLES		GOOD		4	
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE				OFFICE CHAIRS		GOOD		2	
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE				GLASS TOP COFFEE TABLES		GOOD		2	
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE		DELTRONIC		COFFEE MACHINE		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE	44214739			BAR FRIDGE		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE				2 SEATER LOUNGE		POOR			
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE				3 SEATER LOUNGE		POOR			
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE				DINING CHAIRS		FAIR		6	
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE				OFFICE CHAIRS		FAIR		2	
Karatha Airport	Airport Services	KARATHA AIRPORT	MANAGERS LOUNGE		PROFESSIONAL	34	COFFEE MACHINE		GOOD			
Karatha Airport	Airport Services	KARATHA AIRPORT	OFFICE				3 DRAW FILING CABINET/METAL		GOOD			

LOCATION	DIVISION	AREA	SUBLOCATION	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CONDITION	PRO PARTY	QTY	COMMENTS
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				OFFICE CHAIRS		GOOD		3	
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				3 DRAW CABINET/WOOD		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE		VICTORIA SAFE CO		SAFE		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				DESK RETURN/WOOD		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				3 DRAW CABINET/WOOD		FAIR			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				DRWA CABINET ON WHEELS		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				GNR COMPUTER DESK/2 DRAMS		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				GNR COMPUTER DESK/2 DRAMS		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				OFFICE CHAIRS		FAIR		6	
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				7M BUILT IN WORK BENCH		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				3M BUILT IN WORK BENCH		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				6 DOOR BUILT IN STORAGE CUPBOARD		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				3 DRAW FILING CABINET		GOOD		2	
Karraha Airport	Airport Services	KARRATHA AIRPORT	TEAM LEADERS OFFICE				MOBILE FILE UNIT/PLASTIC		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	TEAM LEADERS OFFICE				4 DOOR SIDE BOARD CUPBOARD/WOOD		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	TEAM LEADERS OFFICE				OFFICE DESK		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	TEAM LEADERS OFFICE				OFFICE CHAIRS		FAIR		2	
Karraha Airport	Airport Services	KARRATHA AIRPORT	TEAM LEADERS OFFICE				PC STAND WITH SLIDING KEYBOARD DRAW/WOOD		GOOD		2	
Karraha Airport	Airport Services	KARRATHA AIRPORT	Check-in counter		TOLEDO		SCALES WITH DIGITAL READOUT		GOOD		3	
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE		SHARP	HQ	VIDEO	320915	GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE		SHARP		TV	1443	GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE		SHARP	VC782X	VIDEO	324546	GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				BUILT IN 3 DOOR STORAGE CUPBOARD/WOOD		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	KITCHEN AREA				KITCHEN TABLE		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	KITCHEN AREA				KITCHEN CHAIRS		GOOD		3	
Karraha Airport	Airport Services	KARRATHA AIRPORT	KITCHEN AREA		ZIP		AUTOSOL		GOOD			

LOCATION	DIVISION	AREA	SUB LOCATION	ANSETT ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	CONDITION	3RD PARTY	QTY	COMMENTS
Karraha Airport	Airport Services	KARRATHA AIRPORT	OFFICE				OFFICE CHAIRS		FAIR			
Karraha Airport	Airport Services	KARRATHA AIRPORT	MANAGERS LOUNGE		VIEWSONIC	E771	TV/ANSVUE	WH91808439	GOOD	Them		
Karraha Airport	Airport Services	KARRATHA AIRPORT	MANAGERS LOUNGE		HITACHI		TV	S4L002400	GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	SSR				3M BAGGAGE CONVEYOR		POOR			
Karraha Airport	Airport Services	KARRATHA AIRPORT	SSR				12 M BAGGAGE CONVEYOR		POOR			
Karraha Airport	Airport Services	KARRATHA AIRPORT	CHECK-IN COUNTER				9M BAGGAGE CONVEYOR		POOR			
Karraha Airport	Airport Services	KARRATHA AIRPORT	CHECK-IN COUNTER				HAND BAGGAGE TEST MODULE		GOOD		3	
Karraha Airport	Airport Services	KARRATHA AIRPORT	CHECK-IN COUNTER				DISPLAY CABINET(DANGEROUS GOODS)		GOOD			
Karraha Airport	Airport Services	KARRATHA HELIPORT	STORAGE CLIPBOARD	55604274	LOADCELL		PORTABLE SCALE WITH DIGITAL READOUT		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	STORAGE SHED				BAE148 STRETCHER KIT		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	STORAGE SHED		CARRIER		AIRCONDITIONER		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	TARMAC				GROUND TO COCKPIT HEADSETS		FAIR		3	
Karraha Airport	Airport Services	KARRATHA AIRPORT	TARMAC				SAFETY CONES		GOOD		6	
Karraha Airport	Airport Services	KARRATHA AIRPORT	TARMAC				WHEEL CHAIR		POOR			
Karraha Airport	Airport Services	KARRATHA AIRPORT	CATERING				CHAIRS		POOR		3	
Karraha Airport	Airport Services	KARRATHA AIRPORT	CATERING				BUILT IN SINK WITH 3 CUPBOARDS		FAIR			
Karraha Airport	Airport Services	KARRATHA AIRPORT	CATERING				4 DOOR STORAGE CUPBOARD		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	CATERING				COOLROOM		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	CATERING				COOLROOM SHELVING-STEEL		GOOD			
Karraha Airport	Airport Services	KARRATHA AIRPORT	CATERING				ATLAS GALLEY BAR TROLLEY/HALF CARTS		GOOD		9	
Karraha Airport	Airport Services	KARRATHA AIRPORT	CATERING									

* The Heliport is Woodside owned, but Michael Rice confirms that assets listed above at the heliport are Ansett Assets.

LOCATION	DIVISION	AREA	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	AGE	CONDITION	3RD PARTY	CITY	COMMENTS
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE		HEWLETT PACKARD	HP LAZERJET	PRINTER	80HB632415	10YRS	GOOD	Hewlett Packard-abc		ANY OTHER HELPFUL INFORMATION
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE		IBM	VALUEPOINT	SCREEN	3612292	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE		IBM-MICRO		PC HARDWARE		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE		SONY		KEYBOARD	87418001511	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER	30332	SHARP	CE-112	CALCULATOR	6801244	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER	32210261	TEXAS	895	TICKET PRINTER	33881400186	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		TELEX	878-A	DISPLAY TERMINAL		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		TELEX		KEYBOARD		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		TELEX	878-A	DISPLAY TERMINAL		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		TELEX		KEYBOARD		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		TELEX	878-A	DISPLAY TERMINAL		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		TELEX		KEYBOARD		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		TELEX	878-A	DISPLAY TERMINAL		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE		TELEX	878-A	DISPLAY TERMINAL		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE		TELEX		KEYBOARD		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM		TELEX	878-A	DISPLAY TERMINAL		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				BUILT IN 1 DOOR CUPBOARD		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				2 DOOR LOCKABLE CUPBOARD		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				TICKET PRINTER CABINET		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				1 SEATER LOUNGE		20YRS	POOR		2	
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				CUSTOMER CHAIRS-STEEL FRAME/NYL		10YRS	GOOD		1	
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER & FINANCE AREA				OFFICE CHAIRS		10YRS	GOOD		3	
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE				MANAGERS OFFICE CHAIRS		10YRS	GOOD		3	
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE				1 DRAW METAL FILING CABINET		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE				BUILT IN 1 DOOR CUPBOARD		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				BUILT IN 3 DOOR CUPBOARD		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE				OFFICE DESK		10YRS	GOOD			

LOCATION	DIVISION	AREA	ASSET ID	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NO	AGE	CONDITION	3RD PARTY	QTY	COMMENTS
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER		HITACHI	180-418	AIRCONDITIONER		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE		DAIKIN	FTZ2NVE7	AIRCONDITIONER	3007337	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE		DAIKIN	F4T48NAVE	AIRCONDITIONER	7806551	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE		CISCO	2860	ROUTER	JAB080386J4	1YRS	GOOD	Telettra		
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE	10728	TELE2	078-A	CONTROLLER		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE		NTU-HR04		REPEATER/TERMIN ACCESS		3YRS	GOOD	Telettra		
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE				BUILT IN CHR DESK-4M		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE		PANASONIC	UF485	FAX MACHINE	11881300181	3YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM	11357			MINI BAR FRIDGE		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM	13486	ZIP	MINI BOIL	HOT WATER		10YRS	POOR			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM				BUILT IN SINK & CUPBOARD-2		15YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM		STC	BN 8336273	COMMANDER TELEPHONE SYSTEM		10YRS	FAIR			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL FINANCE & MANAGERS OFF				COMMANDER TELEPHONE HANDSETS		10YRS	FAIR			
NEWMAN RETAIL OFFICE	COMMERCIAL	FINANCE AREA OFFICE	12382	RICHMOND SAFE COMPANY		SAFE-KEY LOCK		20YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER	30549	SHARP	EL174078	CALCULATOR		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				BROCHURE DISPLAY STANDS PERPEX-1M EACH		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER				ADVERTISING DISPLAY WOOD & FABRIC		10YRS	GOOD			2 2.5M X 2M
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM	10518	SHARP	EL174078	CALCULATOR	43037407	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM		ROUNDSON	AL60UP	WE88BAGE ON HOLD	AL800421SP	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM		VOCA COMMUNICATIONS		ANSWERING MACHINE	1468312	18YRS	POOR			
NEWMAN RETAIL OFFICE	COMMERCIAL	MANAGERS OFFICE		CANNON	5841	TYPEWRITER	KF1110444	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	STORE ROOM				STEP LADDER		10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER	120510	SHARP		TV	2017	10YRS	GOOD			
NEWMAN RETAIL OFFICE	COMMERCIAL	RETAIL COUNTER	120081	SHARP	140	VIDEO	114608	10YRS	GOOD			

Engineering Assets held by Skywest - Ansett Owned

Engines

Pratt & Whitney 125 B
Pratt & Whitney 125 B
Pratt & Whitney 125 B

Propellers

F50 Propeller
F50 Propeller
F50 Propeller
F50 Propeller
F50 Propeller

Fokker 50 Tooling

Ctrl number	P/n number	Serial number	Desc.	Location	Asset number
27-1-3584A	27-1-3584A	KIT	ENG. POWER CTLS RIG PINS	CA B3SG	01151
27-1-3746	27-1-3746		TRIM CONTROL RIG PINS	CA B3SG	01475
27-1-3775	27-1-3775		ELEVATOR DRIVE ARM RIG TO	PE G BOARD	01206
FK50-26-002	27-1-3695	NIL	REED SWITCH TEST MAGNET	CA B2SB	01155
FK50-27-002	27-1-4730		FLAP DRIVE NUT WEAR MEASU	CA B5SD	01156
FK50-27-003	9146		POTENTIOMETER FLAP DRIVE	CA B2SF	01157
FK50-27-004	C0048	204	AILERON RIG BOARD	P. B2	01158
FK50-27-004	FK50-27-004	148	ELEVATOR RIG BOARD	P. B2	01476
FK50-27-006	C0027	NIL	CONTROL COLUMN LOCK	PE G BOARD	01477
FK50-27-008	C0004	NIL	INTERMEDIATE TORQUE TUBE	PE G BOARD	01160
FK50-27-009	FK50-27-009		ELEVATOR DRIVE ARM	P. B2	01159
FK50-27-012			ELEVATOR TOOL RIG	P. B2	01161
FK50-27-013			ELEVATOR TOOL RIG	P. B2	01162
FK50-27-015	27-1-3804	135	ELEVATOR TRIM TAB RIG BOA	PE G BOARD	01163
FK50-27-016	27-1-3718	134	RUDDER TAB RIG BOARD	PE G BOARD	01478
FK50-27-017	27-1-4119		RUDDER TRIM KIT	CA B10SD	01479
FK50-27-018	27-1-1521	NIL	ELEVATOR TORQUE TUBE RIG	CA B5SA	01164
FK50-27-019	27-1-4625	NIL	FLAP ZERO ADJUSTMENT TOOL	CA B5SA	01165
FK50-27-020			FLAP CONTROL BOX	CA B1SF	01166
FK50-27-022	C0008	187	RUDDER PEDAL LOCK	PE G BOARD	01467
FK50-27-024	C0021	782	FLAP DRIVE ADAPTOR	CA B4SF	01167
FK50-29-001	GLS522	NIL	ED PUMP HYD OIL COUP SOC	PE G BOARD	01168
FK50-31-001	345878	NIL	PLATE STALL WARN TRANS	PE G BOARD	01169
FK50-32-001	FK50-32-001		RUDDER JIG	PE G BOARD	01170
FK50-32-002	F5-32-10-16B		STRUT EXTENSION REMOVAL T	CA B4SF	01171
FK50-32-003	27-1-4005	NIL	BRAKE PEDAL TOOL	CA B4SF	01172
FK50-32-005	27-1-3655	NIL	RIG PIN SET BRAKES ALT D/	CA B3SB	01173
FK50-32-008	FK50-32-008		BRAKE SLIDE	CA B7SF	01174
FK50-32-009	FK50-3209-1	NIL	MLG UPLOCK SAFETY CRADLE	CA B7SB	01175
FK50-32-010	460005970		DOWN SPRING BOX REM/INST	PE G BOARD	01176
FK50-32-015	460005754	NIL	WHEEL SENSOR HSG REM/INST	PE G BOARD	01177
FK50-32-016	ST2101MK8	NIL	MLG GLAND SAEL DRIFT ADAP	PE G BOARD	01178
FK50-32-017	460005777	NIL	MLG DOWNLOCK RIG PIN SET	CA B4SA	01179
FK50-32-018	460001682-35		MLG GLANDSEAL SPANNER	PE G BOARD	01180
FK50-32-018	460001682-36		MLG GLAND SEAL SPAN S/L	PE G BOARD	01181
FK50-32-021	FK5032021-1	192	MLG SAFETY BAR	PE G BOARD	01182
FK50-32-022	460002804	NIL	MLG GLANDSEAL EXTENSION B	PE G BOARD	01468
FK50-32-023	ST2463	122	MLG GLAND SEAL SPANNER	PE G BOARD	01183
FK50-32-024	460005798		MLG NUT AND BEARING SPANN	PE G BOARD	01184
FK50-32-025	460005797	126	MLG GLAND STOP SPANNER	PE G BOARD	01185
FK50-32-028	D0023	NIL	UPPER MEMBER PIVOT	PE G BOARD	01186

Cntrl number	P/n number	Serial number	Desc.	Location	Asset number
FK50-32-029	460005796	748	NLG GLANDSEAL SPLIT RING	CA B4SF	01187
FK50-32-031	D0032	NIL	C SPANNER	PE G BOARD	01188
FK50-32-034	28-0-1380D	NIL	NOSE WHEEL SPANNER	DO ME HANG,	01207
FK50-32-035	27-1-3623	1	LANDING GEAR STRUT SERN K	CA B5SC	01189
FK50-32-039	F5-30-60-4	NIL	ALIGNMENT TOOL	CA B4SH	01190
FK50-32-040	FK50-32-040		T BAR FOR PROP	PE G BOARD	01201
FK50-34-001	FK50-34-001		PITOT STATIC KIT	CA B2SD	01202
FK50-39-001	27-1-3754	8801-4	SMOKE DETECTOR TEST BOX	CA B1SI	01469
FK50-52-002	FK50-52-002		MICRO SWITCH TOOL	PE G BOARD	01203
FK50-61-002	TL5602	001	BETA TUBE INST/REM TOOL	PE G BOARD	01204
FK50-61-002	TL5602	002	BETA TUBE INST/REM TOOL	PE G BOARD	01205
FK50-61-011	27-1-3897	NIL	BRUSH BLOCK PICK UP PROBE	CA B5SA	01208
FK50-72-012	PWC30075	104	ENGINE DRIFT OIL SEAL CAR	CA B4SD	01209
FK50-72-013	PWC37525		WRENCH T6 THERMOCOUPLE	PE G BOARD	01210
FK50-72-019	PWC37857	119	INSP PLATE PULLER	PE G BOARD	01211
FK50-72-020	460004094-10	NIL	WHEEL SENSOR HOUSING REM	CA B7SA	01212
FK50-72-024	PWC38071	NIL	PULLER-LAY SHAFT SEALHSG	CA B6SD	01213
FK50-72-025	PWC38072	NIL	PULLER-LAY SHAFT SEAL	PE G BOARD	01214
FK50-73-002	FK50-73-002		MFC MOTOR TESTER	CA B1SG	01215
FK50-73-005	01-1001-05	313	ARINC 429 T/R AND LEADS	CA B1SI	01216
FK50-73-006	01-1001-05	299	ARINC 429 T/R AND LEADS	CA B5SE	01217
FK50-76-001B	PWC38168	NIL	MFC TEMPLATE RIGGING PINS	CA B5SC	01218
FK50-76-002	27-1-3584	KIT	ENG CONTROL RIGGING PIN S	CA B3SC	01219
PTHFK-21-005	27-1-3991	8880A-4	AIRCOND TEMPTSET SET	CA B1SF	01431
PTHFK-24-004	27-1-3990	8882A-2	ELEC POWER IND TEST SET	CA B1SE	01432
PTHFK-27-001	27-1-3825	91	TOOL CONTROL LEVER RIGGIN	CA B4SA	01443
PTHFK-27-006	27-1-3993	8880A-2	DE-ICING PRESS TEST SET	CA B1SE	01433
PTHFK-27-009	PTHFK-27-009	001	FLAP ASYMMETRY TEST BOX	CA B2SB	01426
PTHFK-27-012	27-1-4051	NIL	BOARD CONTROL WHEEL RIGGI	CA B6SF	01472
PTHFK-28-003	RTG3045-1SS4	M1946	FUEL QUANTITY TEST BOX	CA B2SA	01427
PTHFK-30-001	27-1-3983	8883-82	CURRENT SENSOR TEST BOX	CA B1SH	01434
PTHFK-31-019	2229779-2		DATA COLLECTION UNIT	CA B2SE	01428
PTHFK-32-001	27-1-3642	NIL	GUIDE DRAG STRUT LOWER BO	CA B4SF	01444
PTHFK-32-011	27-1-3528	NIL	NOSE STEERING WHEEL RIG	CA B5SF	01446
PTHFK-33-008	27-1-3987		DIMMING CONTROL UNIT	CA B3SH	01430
PTHFK-51-001	F978-3001-849	166	DRILLING JIG	CA B6SD	01438
PTHFK-53-001	F8906-050-000	764	TOOL KIT	CA B3SE	01447
PTHFK-61-002			SPINNER TOP PLATE	CA B7SF	01441
PTHFK-61-004	PTHFK-61-004		PROP LIFT SLING ASSY	CA B9SC	01448
PTHFK-61-006			PROPELLER BALANCING TOOL	CA B4SG	01445
PTHFK-71-018	PWC34939	NIL	PUSHER IMPELLER	CA B3SA	01449
PTHFK-73-007	27-1-3996	8880A-3	FUEL TEST TEMP BOX	CA B1SF	01435
PTHFK-73-015	27-1-3988	8880A-1	DIGITAL FUEL IND TEST SET	CA B1SH	01436
PTHFK-80-013	27-1-3989	8801-2	START CONTROLKIT TEST SET	CA B2SH	01429

LOCATION	DIVISION	AREA	DESCRIPTION	SERIAL NO	SRO PARTY	QTY	COMMENTS
PERTH AIRPORT	FLIGHT OPERATIONS DEPARTMENT	ENGINEERING ADMIN BUILDING	HAWKER PILOT TRAINER UNIT	33			
PERTH AIRPORT	ENGINEERING DEPARTMENT	TOOL STORE	F50 ALLIGATOR JACK FOR JACKING WITH FLAT IRON WHEELS				

Annexure B - Ansett Novation Agreement



ANDERSENLEGAL

Deed of Novation and Amendment

Date 21 February 2002

Skywest Airlines Pty Limited
ACN 008 997 662

Allco Nominees (Vic) Pty Limited
ACN 006 037 289

Ansett Australia Limited
(Administrators Appointed)
ACN 004 209 410

Allco Lease Management Limited
ACN 001 717 666

Ansett Equipment Finance
Limited (Administrators
Appointed)
ACN 006 827 989

Commonwealth Bank of Australia
ACN 123 123 124

Ansett Australia Holdings Limited
(Administrators Appointed)
ACN 004 216 291

Equipment Imports Exports
International Limited

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Parties

Ansett Australia Limited (Administrators Appointed)
(formerly Ansett Transport Industries (Operations)
Pty Limited) acting by its administrators Mark Francis
Xavier Mentha and Mark Anthony Korda of Arthur
Andersen, 360 Elizabeth Street, Melbourne, Vic, 3000
(Administrators)
ACN 004 209 410
(Current Lessee)

Skywest Airlines Pty Limited
ACN 008 997 662
(New Lessee)

Allco Nominees (Vic) Pty Limited
ACN 006 037 289
(Lessor)

Ansett Equipment Finance Limited (Administrators
Appointed) acting by its Administrators
ACN 006 827 989
(Lender)

Ansett Australia Holdings Limited (Administrators
Appointed) (formerly Ansett Transport Industries
Limited) acting by its Administrators
ACN 004 216 291
(Guarantor)

Allco Lease Management Limited (formerly Allco
Leasing Limited)
ACN 001 717 666
(Manager)

Commonwealth Bank of Australia
ACN 123 123 124
(Equity Participant)

Equipment Imports Exports International Limited
of Leith House, 47-57 Gresham Street, London
EC2V 7EH, England
(Vendor)

Background

- A The Lessor and the Current Lessee are parties to the Equipment Lease.
- B Each of the parties to this document are parties to one or more of the other Transaction Documents.
- C It is proposed that the New Lessee be substituted for the Current Lessee under the Equipment Lease and each other Transaction

Document to which the Current Lessee is a party, on the terms and conditions set out below.

Provisions

1 Interpretation

The interpretation provisions of this document (including definitions) are in schedule 1. The schedules and any annexures form part of this document.

2 Novation

2.1 Novation by assignment, assumption and release

Subject to clauses 2.7 and 3, by way of novation and with effect on the Effective Date:

- a) the Lessor releases the Current Lessee from the Current Lessee's obligations, duties and liabilities under the Transaction Documents, and the Current Lessee agrees that it has no further rights against the Lessor or any of the other parties to the Transaction Documents, under the Transaction Documents. For further avoidance of doubt, this release applies only to debts, obligations, duties and liabilities under the Transaction Documents which arise or accrue on or after the Effective Date, and not to any debts, liabilities duties or liabilities which arise before the Effective Date, which shall rank as unsecured debts against the Current Lessee (subject to the provisions of the Corporations Act);
- b) the Current Lessee releases the Lessor from the Lessor's obligations, duties and liabilities under the Transaction Documents, and, subject to clause 2.1a), the Lessor agrees that it has no further rights against the Current Lessee under the Transaction Documents;
- c) the New Lessee assumes the rights and obligations, duties and liabilities of the Current Lessee under the Transaction Documents and agrees to perform the obligations of the Current Lessee under the Transaction Documents;
- d) the Lessor consents to and accepts the assumption by the New Lessee of the Current Lessee's rights and obligations, duties and liabilities under the Transaction Documents and the New Lessee's agreement to perform the obligations of the Current Lessee under the Transaction Documents;
- e) all parties to the Transaction Documents agree that neither they nor any one or more of them will assert against the New Lessee any claim which they or any one or more of them may have or have had against the Current Lessee under the Transaction Documents prior to the Effective Date;;

- f) the Lessor acknowledges that its obligations, duties and liabilities under the Transaction Documents are to the New Lessee, and agrees with the New Lessee to perform the obligations of the Lessor under the Transaction Documents; and
- g) each of the Guarantor, the Lender, the Manager, the Equity Participant and the Vendor consent to the novation and amendment of the Transaction Documents effected by this document.

2.2 Interdependent and simultaneous effect

Each of the events and agreements in clause 2.1 is conditional upon the happening of the others and will occur simultaneously.

2.3 Indemnity from New Lessee

The New Lessee indemnifies the Current Lessee against, and must pay the Current Lessee on demand the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and Taxes incurred or to be incurred by the Current Lessee in connection with any failure by the New Lessee to comply with clause 2.1c).

2.4 Effect of novation

Subject to clauses 2.7 and 3 with effect on the Effective Date:

- a) the Transaction Documents will apply as between the New Lessee and the Lessor as if the New Lessee were a party to the Transaction Documents in place of the Current Lessee;
- b) the New Lessee will be entitled in place of the Current Lessee to the benefit of, and will be entitled to exercise all of the rights and remedies of the Current Lessee under, the Transaction Documents; and
- c) the Lessor's obligations under or in respect of the Transaction Documents will continue in full force and effect for the benefit of the New Lessee.

2.5 Acknowledgement of delivery of Aircraft

Each party acknowledges that:

- a) the New Lessee is in possession of the Aircraft; and
- b) no further physical delivery of the Aircraft by any party is required or contemplated as a result of this document.

2.6 Acceptance

On or before the Effective Date, the New Lessee must complete, sign and deliver to the Current Lessee and the Lessor an Acceptance Certificate for each Aircraft in the form set out in Schedule 3.

2.7 No effect on accrued rights and obligations

Nothing in this document affects rights or obligations of the Current Lessee or the Lessor which have accrued in relation to the Transaction Documents before the Effective Date.

2.8 Quiet enjoyment

Subject to clause 3 and to the continued performance of its obligations under the Equipment Lease, the New Lessee may hold and deal with the Equipment with effect on the Effective Date without any interruption or disturbance from the Current Lessee or any other person lawfully claiming through, under or in trust for the Current Lessee.

3 Conditions precedent

3.1 Conditions precedent

It is a condition precedent to the operation of clauses 2.1, 2.4 and 2.8 that, on or before the Effective Date:

- a) the New Lessee must provide the Lessor with a copy of the certificates of insurance and brokers' undertakings relating to the insurances in compliance with the provisions of the Transaction Documents;
- b) the legal owner of each Aircraft (if not the Vendor) has given its written consent to the substitution of the New Lessee in place of the Current Lessee under the Transaction Documents;
- c) the Equity Participant has received, to its reasonable satisfaction, bank guarantees or cash deposits held with the Equity Participant, for the Equity Participant's benefit, for the following amounts:
 - i) \$120,872, representing the equity repayment owing by the Lessor to the Equity Participant on 30 June 2002; and
 - ii) \$1,000,000 as security for payment of the Residual Value; and
- d) continuation of the current Deed Poll of Indemnity by the Commonwealth in relation to Terrorism and War Risk.

3.2 Waiver

The conditions precedent in clause 3.1 are given for the benefit of the Lessor and the Equity Participant, and may only be waived by written notice from both the Lessor and the Equity Participant to the New Lessee.

3.3 Undertakings

Each of the Current Lessee and the New Lessee undertakes to use its reasonable endeavors to satisfy the conditions precedent listed in clause 3.1 on or before the Effective Date.

4 Amendments

4.1 Amendment of Transaction Documents - general

With effect from the Effective Date the Transaction Documents are amended as follows. In this Clause 4.1, unless the context otherwise specifies, a reference to a Section is a reference to a section, article, paragraph or clause (as applicable) of the Transaction Document:

- a) the expressions "this Lease", "Lease" and "the Lease" must be construed, wherever they appear in the Lease and wherever the context so permits, as if they referred to the novated Lease;
- b) the expression "Lessee" must be construed, wherever it appears in the Lease, as if it referred to the New Lessee in place of the Current Lessee;
- c) the addresses for notices under the Lease are the addresses, fax and information system details in this document;

4.2 Amendment to the Equipment Lease

The Equipment Lease is amended with effect from the Effective Date as follows:

- a) In the Rent Schedule, the payment dates for payment numbers 28 and 29 are deleted, and replaced by "21 February 2002" and "30 June 2002" respectively.

4.3 Amendment to the Deed of Confirmation

The Deed of Confirmation is amended with effect from the Effective Date as follows:

- a) References to "the Lessee" in clause 3.5 are replaced by references to "Ansett Australia Limited ACN 004 209 410".

4.4 Release of Guarantee

The Lessor:

- a) releases the Guarantor from the Guarantor's obligations, duties and liabilities under the Guarantee; and
- b) agrees that it has no further rights against the Guarantor under the Guarantee.

4.5 References in other documents

With effect from the Effective Date, all references to a Transaction Document contained in any documents delivered under or pursuant to

a Transaction Document shall be construed as references to that Transaction Document as novated under this document (as it may be further amended from time to time).

5 Representations and warranties

5.1 Representations and warranties of each party

Each party represents and warrants to each other party that:

- a) (power) it has full legal capacity and power to enter into, exercise its rights and perform its obligations under this document;
- b) (authorisation) all conditions and things required by applicable law to be fulfilled or done in order:
 - i) to enable it lawfully to enter into, and exercise its rights and perform its obligations, under this document; and
 - ii) to make this document admissible in evidence in the courts specified in clause 9.1,
 have been fulfilled or done;
- c) (obligations binding) this document constitutes its valid and legally binding obligations, enforceable against it in accordance with its terms except to the extent limited by equitable principles and laws affecting creditors' rights generally;
- d) (no contravention) neither its execution of, nor its exercise of its rights or performance of its obligations under, this document does or will:
 - i) contravene any applicable law to which it or any of its property is subject or any order of any Government Agency binding on it or any of its property;
 - ii) contravene any Authorisation or require that any Authorisation be obtained;
 - iii) contravene any undertaking or instrument binding on it or any of its property; or
 - iv) contravene any provisions of its constitution; and
- e) (trust) in entering into this document, it is not acting as trustee of any trust or settlement.

5.2 Reliance on representations and warranties

Each party acknowledges that the other parties have entered into this document in reliance on its representations and warranties in this clause.

5.3 Maintenance reports

The New Lessee warrants to the Lessor that it will provide to the Lessor maintenance reports confirming that the Aircraft are being properly maintained and serviced in accordance with the requirements of the Transaction Documents. The maintenance reports are to be provided to the Lessor at least once during every three month period from the Effective Date.

6 Costs and GST

6.1 Costs

Subject to clause 2.3, the Current Lessee and the New Lessee agree to:

- a) each pay its own costs in connection with the negotiation, preparation, and execution of this document;
- b) pay 50% of the other parties' costs in connection with the negotiation, preparation, and execution of this document;
- c) each pay on demand 50% of any costs (including penalties for late payment) of stamping and registration of this document and any security documents provided in connection with this document or any of the Transaction Documents.

6.2 GST

All payments to be made by a party under or in connection with any Transaction Document have been calculated without regard to GST.

If all or part of any such payment is the consideration for a taxable supply for GST purposes then, when the party makes the payment:

- a) it must pay to the other party an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST (currently 10%); and
- b) the receiving party will promptly provide to the other party a tax invoice complying with the relevant GST legislation.

Where under any Transaction Document the receiving party is required to reimburse or indemnify for an amount, the paying party will pay the relevant amount (including any sum in respect of GST) less any GST input tax credit the receiving party determines that it is entitled to claim in respect of that amount.

7 Notices

7.1 Form and delivery

Unless this document states otherwise, each communication in connection with this document (including a notice, agreement, consent, request, waiver or demand):

- a) must be in writing, directed for attention as shown in the Schedule 2, or as last notified by the recipient; and
- b) must be:
 - i) delivered; or
 - ii) sent by prepaid mail (airmail, if posted to or from overseas); or
 - iii) faxed,
 to the recipient's postal address or fax number shown in Schedule 2, or to the address or fax number last notified by the recipient for this purpose.

7.2 Receipt and effect

A communication given in accordance with clause 7.1:

- a) is treated as having been received:
 - i) if delivered before 5:00pm (in the place it was delivered to) on a Business Day, on that day - otherwise on the next Business Day;
 - ii) if sent by mail, on the third Business Day (in the place it was sent from) after posting (or seventh if posted to or from overseas);
 - iii) if sent by fax, on the date and time which the sending machine's transmission report indicates as the date and time the whole fax was sent (However, if the report indicates the transmission was made on a day that is not a Business Day in the place it was sent to, or was not completed before 5:00pm in that place, then the communication is treated as having been received at 9:00am on the next Business Day in that place); and
- b) takes effect from the time it is received (or treated as received) unless a later time is specified in it.

8 Governing law

8.1 Law and jurisdiction

The law in force in Victoria governs this document. Each party submits to the non-exclusive jurisdiction of the courts of that place.

8.2 Serving documents for proceedings

Any document in connection with legal proceedings (including administrative law proceedings) may be served on a party by being delivered to that party's address last notified for service of notices under clause 7.1. This does not prevent any other method of service permitted by law.

9 Administration matters

9.1 Administrators' liability

Subject to the provisions of the Corporations Act, the Administrators of the Current Lessee and of the New Lessee shall incur no personal liability whatever under this document, any Transaction Document, or under any deed, instrument or document entered into under or in connection with this document or any Transaction Document.

10 General

10.1 Amendment

This document may only be amended in writing signed by the parties.

10.2 Counterparts

This document may be made up of counterparts (that is, more than one copy of the document, each signed by one or more of the parties - when taken together, the copies which, between them, are signed by every party are treated as being the one document).

10.3 Attorneys

Each attorney who executes this document on behalf of a party declares that the attorney has no notice of any revocation, suspension or variation of the power of attorney under the authority of which the attorney executes this document.

10.4 Further steps

Each party must do everything reasonably necessary (including executing or producing documents, getting documents executed or produced by others and obtaining consents) to give effect to this document (including the transactions contemplated by it).

11 Confidentiality

11.1 This document is confidential

Each party must keep confidential the existence and content of:

- a) this document; and
- b) the negotiations in connection with it.

However, a party may disclose information:

- c) on a confidential basis to its advisers (including bankers) to enable them to advise in connection with this document (including its administration or enforcement);

- d) to a person whose consent is needed in connection with this document if the party seeking consent uses reasonable endeavours to get the consenting person to agree to keep the information confidential (and then only to the extent that the consenting person needs to know the information in order to decide whether to consent);
- e) if that information is in the public domain (other than because that party has disclosed it);
- f) if that party lawfully had the information before it was disclosed to them in connection with this document;
- g) with the consent of the party who disclosed the information to it;
- h) in connection with legal or other proceedings relating to this document; or
- i) if compelled by law or by an authority such as a Government Agency, court, tribunal or stock exchange.

A party disclosing under 11.1i) must, as far as practical, consult with each other party beforehand as to the content and timing of the disclosure.

11.2 Continuing obligations

This clause continues to bind the parties after completion and after the parties' other obligations under this document terminate.

Schedule 1 - Interpretation

1 Definitions and interpretation

1.1 Definitions

In this document, unless the context otherwise requires:

Authorisation	means any approval, authorisation, consent, exemption, filing, licence, notarisation, registration or waiver, however described, and any renewal of or variation to any of them.
Business Day	means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.
Deed of Confirmation	means the deed of confirmation dated 7 February 2001 between the Lessor, the Current Lessee, the Lender, the Manager, the Guarantor, the Equity Participant and the Vendor.
Effective Date	means the completion date under the Share Sale Agreement.
Equipment Lease	means the equipment lease dated 28 June 1985 between the Lessor and the Current Lessee, as amended by the Deed of Amendment dated 27 October 1987 between the Lessor, the Current Lessee and others and the Deed of Confirmation.
Government Agency	means a Commonwealth, State or local government or government authority or semi-government authority that has legal power to require another person to act or not act in a particular way.
GST	means goods and services or similar taxes and any related interest, penalty, fine, expense or other charge.
Notice	includes a notice, consent, request, waiver, demand or other communication by a party to another party in connection with this document.
Share Sale	means the share sale agreement dated 21 February 2002 between Bodas Pty Ltd

Agreement	ACN 002 158 741 and Airline Investments Limited ACN 098 904 262 .
Tax	means any tax, levy, impost, deduction, charge, duty, compulsory loan or withholding and related interest, penalty, fine or expense imposed by any Government Agency, other than any imposed on overall net income.
Transaction Document	has the meaning given in the Equipment Lease.

1.2 Interpretation

In this document, unless the context otherwise requires:

- a) capitalised terms used but not defined have the respective meaning assigned to them in the Transaction Documents;
- a) a reference to 'law' means statute law, common law and equitable principles;
- b) the singular includes the plural and vice versa;
- c) the word 'person' includes an individual, a body corporate, a firm, an unincorporated body, a society, an association and an authority (including a Government Agency);
- d) a reference to any sex includes the other sex;
- e) a reference to any thing (including an amount or a provision of this document) is a reference to the whole and each part of it;
- f) the word 'costs' includes charges, expenses and legal costs;
- g) a reference to a document or an agreement is to that document or agreement as amended or replaced;
- h) a reference to a particular person includes their legal personal representatives, administrators, successors, substitutes and permitted assigns;
- i) a reference to a particular law includes that law and any subordinate legislation (such as regulations) under it, in each case as amended, replaced, re-enacted or consolidated;
- j) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) are not words of limitation;
- k) a reference to a group of persons is a reference to any 2 or more of them taken together and to each of them individually;
- l) an agreement, representation or warranty by 2 or more persons binds both or all of them jointly and each of them individually;

- m) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of both or all of them jointly and each of them individually;
- n) a reference to an accounting term is to that term as it is used in Accounting Standards;
- o) a reference to 'dollars', '\$' or 'A\$' is to the lawful currency of Australia;
- p) a time means that time in Melbourne;
- q) a reference to a day or a month means a calendar day or calendar month;
- r) if a period of time starts from a given day (or event), it is calculated exclusive of that day (or the day the event occurs); and
- s) where a matter is expressed to be to the 'knowledge' 'information', 'belief' or 'awareness' (or similar) of a person, the person is treated as stating that this is the knowledge of the person (and their Related Bodies Corporate if any) after having made reasonable enquiry of their respective officers and employees.

1.3 Headings

Headings in this document (including references to headings in cross references to clauses) are for convenience only and do not affect its meaning.

1.4 Business Day

If the day on which any thing is to be done under or pursuant to this document is not a Business Day, that thing:

- a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
- b) in all other cases, must be done no later than the next Business Day.

1.5 Neutral interpretation

This document must be interpreted neutrally and not unfavourably to the party putting it forward.

Schedule 2 - Notices

1 Address details

Current Lessee, Guarantor and Lender

Attention Delma Thompson
Address 501 Swanston Street Melbourne VIC 3000
Fax 61 3 9623 2393
copy to: Ansett Australia Limited
Attention Mark Mentha and Mark Korda
Fax 61 3 9286 8100

New Lessee

Attention Patrick Ryan
Address c/- Airline Investments Limited
Level 2, 149 Collin Street
West Perth, WA, 6005
Fax 08 9486 1455

Lessor and Manager

Attention Administration Director
Address Level 24, Gateway, 1 Macquarie Place, Sydney NSW
2000
Fax 61 2 9241 2550

Equity Participant

Attention Vice President, Structured Finance
Address Level 6, 120 Pitt Street, Sydney NSW 1155
Fax 61 3 9312 4803

Vendor

Attention Administration Director
Address Level 24, Gateway, 1 Macquarie Place, Sydney NSW
2000
Fax 61 2 9241 2550

Schedule 3 - Acceptance Certificate

Acceptance Certificate

To: Allco Nominees (Vic) Pty Ltd
367 Collins Street
Melbourne VIC 3000

And:

Ansett Australia Ltd (Administrators Appointed)
360 Elizabeth Street
Melbourne VIC 3000

This Acceptance Certificate is executed pursuant to the Deed of Novation and Amendment dated 21 February 2002 between Ansett Australia Limited (Administrators Appointed) as the Current Lessee and Skywest Airlines Pty Limited ACN 008 997 662 as the New Lessee, Allco Nominees (Vic) Pty Ltd as Lessor, Allco Lease Management Limited as Manager, Commonwealth Bank of Australia as Equity Participant, Ansett Equipment Finance Limited as Lender, Ansett Australia Holdings Limited as Guarantor and Equipment Imports Exports International Limited as Vendor.

The New Lessee certifies that as at _____ hours today, _____ 2002 the Aircraft:

Airframe: Fokker F-50

Country of Registration: Australia

Registration Number: VH-[]

Manufacturer's Serial Number: []

Engines:

Two [] Manufacturer's serial Number: [] (left)

Manufacturer's Serial Number: [] (right)

Avionics:

<u>Item</u>	<u>Quantity</u>
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Interior:

Other Equipment:

has been inspected by the New Lessee, and delivery has been unconditionally accepted by the New Lessee, without any reservations or exceptions, as being in strict compliance with the terms of the Equipment Lease. The New Lessee acknowledges accepting delivery of the Aircraft referred to above under and in accordance with the Deed of Novation on the date set out in this Certificate.

For and on behalf of Skywest Airlines Pty Limited ACN 008 997 662

Signature

Signing Section

Executed as a deed.

Dated: 21 February 2002

Executed under Power of Attorney dated
19 July 2000 registered Book 4282 № 67
for and on behalf of Mark Mentha, of
Arthur Andersen, 360 Elizabeth Street
Melbourne VIC 3000 one of the
Administrators of Ansett Australia
Limited (Administrators Appointed)
ACN 004 209 410, in the presence of:

Witness

PLEASE PRINT NAME

Attorney (signature)

PLEASE PRINT NAME

Executed by Skywest Airlines Pty
Limited ACN 008 997 662:

Director

PLEASE PRINT NAME

Director / Company Secretary

PLEASE PRINT NAME

Executed under Power of Attorney dated
19 July 2000 registered Book 4282 № 67
for and on behalf of Mark Mentha, of
Arthur Andersen, 360 Elizabeth Street
Melbourne VIC 3000 one of the
Administrators of Ansett Equipment
Finance Limited (Administrators
Appointed) ACN 006 827 989 in the
presence of:

Witness

Attorney (signature)

PLEASE PRINT NAME

PLEASE PRINT NAME

Executed under Power of Attorney dated
19 July 2000 registered Book 4282 № 67
for and on behalf of Mark Mentha, of
Arthur Andersen, 360 Elizabeth Street
Melbourne VIC 3000 one of the
Administrators of Ansett Australia
Holdings Limited (Administrators
Appointed) ACN 004 216 291 in the
presence of:

Witness

Attorney (signature)

PLEASE PRINT NAME

PLEASE PRINT NAME

Executed under Power of Attorney for
Allco Nominees (Vic) Pty Limited
ACN 006 037 289 in the presence of:

Witness

Attorney (signature)

PLEASE PRINT NAME

PLEASE PRINT NAME

Executed under Power of Attorney for
Allco Lease Management Limited ACN
001 717 666 in the presence of:

Witness

Attorney (signature)

PLEASE PRINT NAME

PLEASE PRINT NAME

Executed under Power of Attorney for
Commonwealth Bank of Australia
ACN 123 123 124 in the presence of:

Witness

Attorney (signature)

PLEASE PRINT NAME

PLEASE PRINT NAME

Executed under Power of Attorney for
Equipment Imports Exports
International Limited in the presence of:

Witness

Attorney (signature)

PLEASE PRINT NAME

PLEASE PRINT NAME

STANDARD TRANSFER FORM

For Non-Market Transactions Affix Stamp Duty Here	Marking Stamp	
FULL NAME OF CORPORATION	SKYWEST AIRLINES PTY LTD (Subject to Deed of Company Arrangement) ACN 008 997 662	
JURISDICTION OF INCORPORATION	WESTERN AUSTRALIA	
DESCRIPTION OF SECURITIES	Class: Ordinary shares (ORD) Class: Non cumulative redeemable preference shares (NCRP) If not fully paid, paid to: N/A	
QUANTITY	Words: Three ORD AND Words: One hundred and twenty NCRP Figures: 3 Figures: 120	
FULL NAME(S) OF TRANSFEROR(S) (SELLER(S))	BODAS PTY LIMITED (Administrators Appointed) ACN 002 158 741	Broker's Transfer Identification Number
CONSIDERATION	"Trust Monies" as defined in and payable under the Share Sale Agreement between Bodas Pty Ltd (Administrators Appointed) ACN 002 158 741 and Airline Investments Limited ACN 098 904 262 dated 15 February 2002.	
FULL NAME(S) OF TRANSFEREE(S) (BUYER(S))	AIRLINE INVESTMENTS LIMITED ACN 098 904 262	
FULL ADDRESS OF TRANSFEREE(S) (BUYERS)	Level 12, 149 Collin Street, West Perth WA 6005	
STATEMENT PURSUANT TO SECTION 1096A: (non-listed companies only)	As from registration of the transfer AIRLINE INVESTMENTS LIMITED will hold the shares non-beneficially.	
<p>I/We the registered holder(s) and undersigned seller(s) for the above consideration do hereby transfer to the above name(s) hereinafter called the Buyer(s) the securities as specified above standing in my/our name(s) in the books of the above-named Company, subject to the several conditions on which I/we held the same at the time of signing hereof and I/we the Buyers(s) do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed.</p>		
SIGNATURE OF TRANSFEROR(S) (SELLER(S))	<p><u>Mark Francis Xavier Mentha</u></p> <p>_____</p> <p><u>Mark Anthony Korda</u></p> <p>_____</p> <p>Dominic Emmett under Power of Attorney granted by Mark Anthony Korda dated 26 July 2001.</p> <p><u><i>D Emmett</i></u></p>	FOR REGISTRAR USE
DATED SIGNED	21 February 2002	
SIGNATURE OF TRANSFEREE(S) (BUYER(S))	_____	
DATE SIGNED	_____	