Exhibit A - Part 2

business during normal business hours. Upon the expiration or termination of the Lease Term of each Item of Equipment (except for any Item purchased by Lessee pursuant to any purchase option), Lessee, at its own expense, will return such Item of Equipment to Lessor to such location in the continental United States as Lessor may designate in writing, and in the condition required by this Section 6, and until each such Item has been so returned, Lessee shall continue to pay Lessor, on each rent payment date during the Lease Term of each such Item, the rent for each full rental period for such Item as specified in the Schedule relating to such Item. Each such Item shall be returned in good operating condition with no damage, other than normal wear and tear, and at a minimum, in the condition in which such Item is required to be maintained pursuant to this Section 6.

7. EXPENSES AND TAXES; PAYMENT AND INDEMNIFICATION BY LESSEE. EXCEPT AS SPECIFICALLY LIMITED IN THE SCHEDULE, LESSEE WILL PAY WHEN DUE AND WILL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST (A) ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES, INCLUDING LEGAL EXPENSES, OF EVERY KIND AND NATURE WHATSOEVER, IN ANY WAY ARISING OUT OF THE MANUFACTURE, ORDERING, PURCHASE, SHIPMENT, DELIVERY, ACCEPTANCE OR REJECTION, OWNERSHIP, TITLING, REGISTRATION, LEASING, SUBLEASING, POSSESSION, USE, OPERATION, REMOVAL, RETURN, REPOSSESSION, SALE OR OTHER DISPOSITION OF THE EQUIPMENT OR ANY ITEM THEREOF, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH AS MAY ARISE FROM PATENT OR LATENT DEFECTS THEREIN (WHETHER OR NOT DISCOVERABLE BY LESSEE), ANY CLAIMS BASED ON STRICT LIABILITY IN TORT, AND ANY CLAIMS BASED ON PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, EXCEPT TO THE EXTENT THAT SUCH CLAIM, COST, EXPENSE, DAMAGE, LOSS OR LIABILITY RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, OR ITS EMPLOYEES OR AGENTS, (B) ANY AND ALL TAXES, FEES, WITHHOLDINGS, LEVIES, IMPOSTS, DUTIES, AND CHARGES OF ANY KIND OR NATURE (TOGETHER WITH ANY APPLICABLE INTEREST OR PENALTIES), IMPOSED UPON OR AGAINST LESSOR, LESSEE OR THE EQUIPMENT OR ANY ITEM, BY ANY FOREIGN OR DOMESTIC GOVERNMENTAL AUTHORITY WITH RESPECT TO THE EQUIPMENT OR ANY ITEM, OR UPON THE ORDERING, PURCHASE, OWNERSHIP, DELIVERY, LEASING, SUBLEASING, POSSESSION, USE, RETURN, CONFISCATION, SEIZURE, REPOSSESSION, SALE OR OTHER DISPOSITION THEREOF OR UPON THE RENTS, RECEIPTS, OR EARNINGS ARISING THEREFROM OR UPON OR WITH RESPECT TO THIS LEASE, EXCEPTING ONLY FEDERAL AND STATE INCOME TAXES ON THE NET INCOME OF LESSOR, AND (C) ALL UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE FILING AND RECORDING FEES AND EXPENSES FOR LIEN SEARCHES WITH RESPECT TO THIS LEASE AND ANY ITEM OF EQUIPMENT. LESSEE SHALL PROMPTLY UPON DEMAND REIMBURSE LESSOR FOR AMOUNTS EXPENDED IN CONNECTION WITH ANY OF THE FOREGOING OR PAY SUCH AMOUNTS DIRECTLY. In the event any report or return is required to be made with respect to any obligation of Lessee under this Section 7, if Lessee may or is required to make such report or return in its name, it will do so promptly and send a copy of such report or return to Lessor, or if Lessor is required to make such report or return, Lessee, upon written request, will promptly furnish to Lessor such data and information in such form as will enable Lessor to make and file such report or return as expeditiously as reasonably possible. Lessee's obligations under this Section 7 shall survive the expiration or earlier termination of this Lease and the Lease Term of all Equipment.

8. TITLE TO AND LOCATION OF EQUIPMENT, CROSS-COLLATERAL, QUIET ENJOYMENT. The Equipment shall at all times be and remain movable or personal property notwithstanding that any Item may now or hereafter be affixed to immovable property or realty, and title to the Item shall at all times during the Lease Term remain in Lessor. Each Item of Equipment shall be delivered to the location specified in the Schedule relating to such Item, and shall not thereafter be removed from such location for more than one hundred twenty (120) continuous days without prior written notice to Lessor, except for Equipment constituting mobile goods or aircraft when in use. Provided that no Event of Default has occurred and is continuing under this Lease, Lessor agrees that it will not interfere with Lessee's quiet enjoyment and use of the Equipment during the Lease Term.

9. LIENS AND ENCUMBRANCES. Lessee will not directly or indirectly create or permit to exist, any lien, charge or encumbrance on or with respect to the Equipment or any Item, Lessor's title or interests in any Item or this Lease or any of Lessor's interests under this Lease, except for the security interest created by this Agreement. Lessee shall promptly notify Lessor in writing of any lien, charge, or encumbrance which arises at any time with respect to the Equipment or title to or any interest in the Equipment and shall promptly, at Lessee's sole cost and expense, cause any of the same not excepted above to be fully discharged, dismissed or bonded as soon as possible, but in any event within fifteen (15) days after the existence of the same shall have first become known to Lessee. Lessor will not directly or indirectly create, or permit to exist, any lien, charge or encumbrance on or with respect to the Equipment or any Item, Lessor's or Lessee's title or interests in any Item or this Lease or any of Lessor's interests under this Lease, except for the security interest created by this Agreement. Lessor shall promptly notify Lessee in writing of any lien, charge or encumbrance which arises at any time with respect to the Equipment or title to or any interest in the Equipment and shall promptly, at Lessor's sole cost and expense, cause any of the same not excepted above to be fully discharged, dismissed or bonded as soon as possible, but in any event within fifteen (15) days after the existence of the same shall have first become known to Lessor.

10. LOSS, DAMAGE OR DESTRUCTION. Lessee shall bear all risks of loss, damage, theft, or destruction of or to any Item of Equipment. If any Item of Equipment becomes lost, stolen, destroyed, irreparably damaged, confiscated, requisitioned or commandeered (each such event called a "Loss"), Lessee shall promptly notify Lessor thereof in writing and shall, at Lessor's option, either (a) replace such Item with like equipment (i) which has a market value at least equal to that of the replaced Item immediately prior to such Loss, (ii) is in the condition required by Section 6, and (iii) to which clear title will pass to Lessor, or (b) on the rent payment date next following such Loss (or on the last day of the rental period in which such Loss occurs if there is no succeeding rent payment date) pay Lessor the sum of (i) all unpaid rent payable for such Item prior to such rent payment date, plus (ii) the Casualty Loss Value (defined in Section 24) of such Item as of (x) the rent payment date next preceding or coincident with the date of such Loss if rent for such Item is payable in advance or (y) the rent payment date next following the date of such Loss if rent for such item is payable in arrears, plus (iii) the pro-rated rent payable for such Item for the rental period from the rent payment date next preceding the date such Loss has occurred to the date of such Loss, if rent for such Item is payable in arrears, less (iv) the pro-rated rent payable for such Item from the date of such Loss to the next payment date next following if rent for such Item is payable in advance, plus (v) all indemnities payable with respect to such Item as of the date of payment of the foregoing amounts. The amounts payable pursuant to subsections (iii) and (v) shall be limited to the amounts not previously paid pursuant to this Lease. Upon such payment the Lease Term of such Item will terminate and Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest in and to such Item.

11. INSURANCE. Lessee agrees, at its own cost and expense, to maintain at all times (a) Aircraft hull insurance, including all-risk ground and flight insurance on the Aircraft for the full insurable value thereof for the term of this lease, plus other insurance thereon in amounts and against such risks as Lessor may specify, and deliver each policy to Lessor with a standard long form endorsement attached thereto showing loss payable to Lessor as its interest may appear, and (b) single limit insurance covering bodily injury liability, property damage liability and passenger liability for the term of this Lease, and deliver to Lessor evidence of such insurance coverage, all insurance policies must provide that no cancellation thereof shall be effective without 30 days prior written notice to Lessor and all insurance policies shall be in form, terms and amounts and with insurance carriers satisfactory to Lessor. However, no such notice shall be required if substitute insurance coverage has been obtained from another insurer concurrently with or prior to the cancellation of such policy, and a certificate of insurance with like coverage from such new carrier is furnished to Lessor within a reasonable time. In the event Lessee desires to materially modify (to the detriment of Lessor) or cancel without replacement any existing insurance policy on the Aircraft, (i) Lessee must obtain Lessor's prior approval to any such cancellation or modification, and (ii) the terms and conditions of any material modifications to any insurance policy(ies) must be in form, term and amounts and with insurance carriers of like Best's financial ratings as the previous insurance carrier.

12. EVENTS OF DEFAULT. Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (each called an "Event of Default"): (a) Lessee shall fail to make any payment of rent after the same is due and payable and Lessee shall fail to pay such amount ten (10) days after written notice of such failure is delivered to Lessee by Lessor; or (b) Lessee shall fail to perform or observe any other covenant or agreement to be performed or observed by it under this Lease, and such failure shall continue for ten (10) days after written notice of such failure is delivered by Lessor to Lessee; or (c) any representation, warranty, certification or statement made or furnished to Lessor in this Lease or in any other document by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (d) Lessee shall make an assignment for the benefit of creditors, or bankruptcy, arrangement, reorganization, liquidation, insolvency, receivership or dissolution proceedings shall be instituted by or against Lessee, and, if instituted against Lessee, shall be consented to or be pending and not dismissed for a period of 90 days; or (e) Lessee shall dissolve, without Lessor's prior written consent.

13. REMEDIES OF LESSOR. Upon the occurrence of an Event of Default and at any time thereafter, Lessor, at its option, may exercise any one or more of the following remedies: (a) terminate this Lease as to all Equipment or any Item upon delivery of written notice to Lessee, without prejudice to any other remedies hereunder; (b) enter upon the premises where any Item of Equipment is located, and, without notice to Lessee, and with or without legal process, take immediate possession of such Item without liability to Lessor by reason of such entry or taking possession, and without such action constituting a termination of this Lease unless Lessor notifies Lessee in writing to such effect; (c) cause Lessee, at its expense, to promptly assemble the Equipment or any Item and return the same to Lessor at such place as Lessor may designate in writing; (d) sell, release or otherwise dispose of all or any Item of the Equipment in a public or private sale or lease transaction; and (e) exercise any other right or remedy available to Lessor under applicable law, or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach of this Lease or to rescind this Lease. Lessee shall also be liable for, and shall pay upon demand all reasonable costs and expenses, including attorney's fees incurred by Lessor or its assigns by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, and all indemnities payable to Lessor under this Lease. Lessor and Lessee agree that the measure of damages may be extremely difficult to determine in the absence of prior agreement. Therefore, the parties agree that, as damages for loss of a bargain and not as a penalty, Lessor may, by written notice to Lessee specifying a payment date, demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, on the payment date specified in such notice (the "Payment Date"), all rent and other amounts which are due and payable under this Lease to and including the date of payment (in the case of rent, prorated on a daily basis) plus one of the following amounts, as applicable, and as specified by Lessor in such notice (together with interest on such amount at the rate specified in Section 19 from the Payment Date to the date of actual payment):

(A) an amount, with respect to each item of Equipment, by which the aggregate rent payment for such Item for the remainder of the then current Lease Term, after discounting such rent payment to present worth as of the Payment Date at the Discount Rate (defined in Section 24), exceeds the fair market rental value of such Item for such remaining Lease Term (after discounting such fair market rent value to present worth at the Discount Rate as of the date on which Lessor has obtained possession of such Item); or

(B) with respect to each Item of Equipment, if Lessor, under clause (d) of this Section 13, relets the Item under a Lease that extends at least to the date on which the Lease Term for such Item would have expired but for Lessee's default, the amount by which the aggregate rent for the remainder of the Lease Term, after discounting such rent payment to present worth as of the Payment Date at the Discount Rate, exceeds the aggregate rental payments to become due under the releting from the date of releting to the date on which the Lease Term for the Item would have expired but for Lessee's default, after discounting such rent payment to present worth at the Discount Rate as of the date on which Lessor has relet such Item; or

(C) with respect to each Item of Equipment, subject to the penultimate sentence of this Section 13, if Lessor has not repossessed the Item, is unable to dispose of such Item, or reasonably

determines that an attempt to dispose of such Item will be unavailing, the aggregate amount of rent payable for such Item for the remainder of the then current Lease Term, after discounting such rent payment to present worth as of the Payment Date at the Discount Rate; or

(D) with respect to each Item of Equipment, if Lessor sells such Item under clause (d) of this Section 13, the amount by which the Casualty Loss Value of such Item computed as of the rent payment date coincident with or next preceding the Payment Date exceeds the net proceeds of such sale.

Lessor shall, in good faith, attempt to sell, lease or otherwise dispose of any Equipment repossessed by Lessor in accordance with its customary practices, unless Lessor reasonably determines that the disposition of such Equipment will be unavailing; provided that if Lessor is unable to dispose of such Equipment within 30 days following the Payment Date or so determines that a disposition of such Equipment will be unavailing, then Lessor agrees to permit Lessee to identify and contact potential buyers or lessees of the Equipment and, with Lessor's guidance and assistance, sell, lease or dispose, or arrange for the sale, lease or disposition, of such Equipment. Notwithstanding the foregoing, Lessee and Lessor agree that the total amount due under clauses (A), (B), (C) or (D) of this Section 13 shall not exceed the amounts due if the Equipment were otherwise lost, stolen or destroyed, all as more specifically set forth in Section 10, plus all reasonable costs and expenses, including attorney's fees incurred by Lessor or its assigns by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, and all indemnities payable to Lessor under this Lease.

14. REMEDIES CUMULATIVE. Except as otherwise expressly provided above or in the Schedules, no remedy referred to in Section 13 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or available to Lessor at law or in equity. The exercise or commencement of exercise by Lessor of any one or more such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies. No waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any other Event of Default. To the extent permitted by applicable law, Lessee waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to take any juridical proceedings in connection with the Equipment or to give any notice or to sell, lease or otherwise use any Item in mitigation of Lessor's damages as set forth in Section 13 or which may otherwise limit or modify any of Lessor's right or remedies under Section 13.

15. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request in writing in order more effectively to carry out the purpose of this Lease and to protect the rights and remedies of Lessor under this Lease, including without limitation, the execution and delivery of financing statements under the Uniform Commercial Code or other applicable law and appropriate consents and waivers from landlords and mortgagees.

16. ASSIGNMENT AND SUBLEASING. LESSEE WILL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR (WHICH CONSENT SHALL NOT UNREASONABLY BE WITHHELD), SUBLEASE OR OTHERWISE RELINQUISH POSSESSION OF ANY ITEM OF EQUIPMENT, OR ASSIGN, TRANSFER OR ENCUMBER ITS RIGHTS, INTERESTS OR OBLIGATIONS UNDER THIS LEASE, AND ANY ATTEMPTED SUBLEASE, RELINQUISHMENT, ASSIGNMENT, TRANSFER OR ENCUMBERING BY LESSEE SHALL BE NULL AND VOID. Lessor may, at any time, with the prior approval of Lessee, sell, transfer, assign, and grant a security interest in, this Lease, any Schedule, the Equipment or any Item, in whole or in part, and in such event any such purchaser, transferee, assignee, or secured party shall have and may exercise all of Lessor's rights with respect to the Item(s) of Equipment and Schedule(s) to which such sale, transfer, assignment or grant of security interest relates. Lessee hereby acknowledges and agrees that, on or about the date hereof, General Electric Capital Corporation ("GE") shall assign to The CIT Group/Equipment Financing, Inc. ("CIT") all of its rights, title, interest and obligations arising after the date hereof in this Agreement, the Schedule, any related documents and the Equipment. Any of Lessor's assigns may, upon prior written approval of Lessee, reassign such rights and may grant a security interest therein and in any such Item(s) of Equipment. Provided Lessee approved such assignment in writing, Lessee acknowledges that any such assignment will not materially change its duties or increase its burdens or risks hereunder. Any such sale, transfer, assignment, or security interest

shall be subject to Lessee's rights and options, if any, under the subject Lease and with regard to the subject Equipment, so long as no Event of Default has occurred and is continuing hereunder. All obligations of Lessor to Lessee under this Lease shall remain enforceable against Lessor; provided, however, Lessee hereby acknowledges and agrees that CIT shall be responsible for all obligations arising under this Lease from and after the aforesaid assignment to CIT and GE shall not have any responsibility or liability for any obligations arising under this Lease from and after the aforesaid assignment. Provided Lessee approved such assignment in writing, Lessee agrees to execute related acknowledgments and other documents that may be reasonably requested by Lessor. Provided such assignment was approved by Lessee, Lessee agrees that, upon written notice to Lessee of any such sale, transfer, assignment, or security interest, Lessee will accept and comply with the directions and demands of Lessor's assigns. THE RIGHTS OF ANY OF LESSOR'S ASSIGNS SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM, OR SETOFF THAT LESSEE MAY HAVE AGAINST LESSOR, PROVIDED LESSEE APPROVED SUCH ASSIGNMENT IN WRITING.

17. SECURITY INTEREST. Lessor and Lessee hereby agree for bankruptcy purposes, creditor's rights purposes, environmental rights purposes, for purposes of exercising remedies against the Lessee or the Equipment, and for all other legal purposes that (A) that this Lease will be treated as a loan and financing arrangement and not a true lease, (B) Lessee will be treated as the owner of the Equipment and (C) all payments of rent shall be deemed to be interest payments. Lessor and Lessee further agree that, for the purpose of securing Lessee's obligations hereunder:

(a) Lessee does hereby grant to Lessor a security interest in and to all of the Equipment to the maximum extent possible under applicable law, to secure payment of all obligations and liabilities of Lessee to Lessor under this Agreement and the Schedules; and

(b) notwithstanding anything to the contrary in this Lease or any other agreement entered into in connection with this Lease, whether now existing or hereafter arising and whether written or oral, the Parties agree that the aggregate of all interest (taking into account any and all relevant fees, payments and other charges in respect of this Lease which are deemed to be interest under applicable law) and contracted for, chargeable or receivable under this Lease or otherwise in connection with this Lease, shall under no circumstances exceed the maximum rate of non-usurious interest permitted from day to day by applicable law, including (if applicable and without any intention of limiting the parties' choice of law under Section 20 hereof) Title 4 of the Texas Finance Code (and as the same may be incorporated by reference in other Texas statutes) (referred to in this Lease as the "Maximum Rate"). Earned interest under this Lease, if any, may never include more than the Maximum Rate, and all sums paid or agreed to be paid to Lessor for the use, forbearance or detention of any payment of rent or other sum under this Lease by Lessee shall be amortized, prorated, allocated and spread throughout the full term of this Lease until payment in full so that the actual rate of interest on account of such payment never exceeds the Maximum Rate at any time during the Lease Term. If from any circumstance Lessor shall ever receive interest or any other charges constituting interest or adjudicated as constituting interest in excess of the Maximum Rate, then such excess amount shall be applied to the payment of rent or other sums owing on this Lease, and not to the payment of interest, or if such excessive interest exceeds the payment of rent or other sums due hereunder, the amount of such excessive interest that exceeds such payment or sums shall be refunded to Lessee.

18. NOTICES. All notices required under this Lease shall be in writing and shall be deemed to have been given when delivered personally or when received if delivered via overnight courier or certified mail return receipt requested or five business days after being mailed with proper postage, first class mail prepaid, addressed to Lessor or Lessee, as the case may be, at their respective addresses as set forth herein or at such other address as either of them shall from time to time designate in writing to the other, or in the case of Lessor's assigns, at the addresses designated by them in writing.

19. LATE CHARGES. If Lessee fails to pay any rent or other sum under this Lease when the same becomes due, Lessee shall pay interest on such delinquent payment from the due date until paid (without regard to any grace period) at the lower of 1% per month or the Maximum Rate.

20. GOVERNING LAW; MISCELLANEOUS. This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, however Lessee or Lessor may file any action or cause in any Federal or State court of competent jurisdiction of its choice. If any provision of this Lease is contrary to applicable law, such provision shall be deemed ineffective without invalidating the other provisions of this Lease. If Lessee fails to perform any of its obligations under this Lease, Lessor may, but shall not be obligated to, perform the same without thereby waiving such default, and any amount paid or expense or liability incurred by Lessor in such performance shall be paid or reimbursed by Lessee upon Lessor's written demand. If Lessee has not filed such information with the Securities and Exchange Commission, upon written request from Lessor, Lessee agrees to furnish Lessor within 135 days after the last day of each fiscal year of Lessee, a copy of Lessee's balance sheet as of the end of, and related statements of income and retained earnings for, such year (consolidated with its subsidiaries, if any), certified by an independent certified public accounting firm of recognized standing, and such interim financial statements as Lessor may reasonably request in writing. The provisions of this Lease shall be binding upon, and shall inure to the benefit of Lessor's permitted assigns and successors, and any permitted successors and assigns of Lessee. Time is of the essence of this Lease and all of its provisions. If there is more than one Lessee named herein, the liability of each Lessee shall be joint and several.

21. COMMERCIAL LEASE. This Lease is a commercial lease. Lessee represents and warrants to Lessor that the Equipment is leased and will be used for business and/or commercial purposes, not for any personal or private purpose.

22. TAXPAYER IDENTIFICATION NUMBER. Lessee certifies that its Taxpayer Identification Number is 75-1285071.

23. TITLING AND REGISTRATION. Lessee shall, at the request of Lessor and on behalf of Lessor and at Lessee's expense, obtain an application for first certificate of ownership for such Items as shall be designated by Lessor reflecting Lessor or its assignee as owner and whomever Lessor shall designate as first and second lienholder, and deliver a certificate of registration issued in the name of Lessor to whomever Lessor shall designate. Lessee shall, at Lessee's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of ownership and to renew and maintain all certificates of registration. In the event Lessee is required to obtain any new certificate of ownership or registration, Lessee shall, at Lessee's expense send written notice to Lessor of such action and obtain such new certificate of ownership or registration in the manner provided herein. Lessor hereby appoints Lessee its attorney-in-fact for the sole and exclusive purpose of carrying out Lessee's obligations pursuant to this Section 23. Lessee shall notify Lessor of the state in which each Item is titled and registered, the license plate number of each Item (if any), and any changes of such state or license plate number, within ten (10) days of completion of the same. Notwithstanding the foregoing, Lessee shall not be obligated to pay or reimburse any liabilities, costs or expenses described in this Section 23 that would not have been incurred but for the assignment by Lessor of this Lease or the Equipment.

24. DEFINED TERMS. As used in this Lease, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Acquisition Cost" means, with respect to any Item of Equipment, an amount equal to the total cost paid by Lessor for such Item, plus all sales and excise taxes paid by Lessor with respect to the acquisition of such Item and any costs and expenses paid by Lessor in connection with the delivery and installation of such Item.

"Casualty Loss Value" of any Item of Equipment as of any rent payment date means an amount determined by multiplying the Acquisition Cost of such Item by the percentage set forth opposite such rent payment date on the Schedule of Casualty Loss Values attached to the Schedule for such Item.

"Discount Rate" means the greater of the following: (i) 8-1/2% per annum or (ii) a per annum rate equal to the sum of 3% plus the "current CPR". The "current CPR" shall be the rate listed for "1 Month" Commercial Paper under the column indicating an average rate for the second calendar month preceding the month in which occurs the "date of reletting" (as described in Section 13), as stated in the Federal Reserve Statistical Release H.15 (519) published in the calendar month preceding the month in which occurs the "date of reletting". If, for any reason whatsoever, the Federal Reserve Statistical Release H.15 (519) is no longer published, the "current CPR" shall be equal to the latest Commercial Paper Rate for high grade unsecured notes of 30 days maturity sold though dealers by major corporations in multiples of $1,000, as indicated in the "Money Rates" column of the Wall Street Journal, Eastern Edition, published on the first Business Day of the calendar month in which occurs the "date of reletting". As used herein, the term "Business Day" shall mean and include any calendar day other than a day on which all commercial banks in the City of New York, New York are required or authorized to be closed.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company or partnership, institution, entity or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

25. DTPA WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW FROM TIME TO TIME IN EFFECT, THE LESSEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY (AND AFTER THE LESSEE HAS CONSULTED WITH ITS OWN ATTORNEY) IRREVOCABLY AND UNCONDITIONALLY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT (TEXAS BUSINESS AND COMMERCE CODE, CHAPTER 17, SECTION 17.41-17.63.)

26. NO ORAL AGREEMENTS. This Lease, the Schedules, and other related documents, and the instruments and documents executed in connection with this Lease, represent the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

27. ENTIRE AGREEMENT. THIS LEASE, AND ALL RIDERS, EXHIBITS AND SCHEDULES EXECUTED BY LESSEE AND LESSOR COLLECTIVELY CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE LEASING OF THE EQUIPMENT AND SUBJECT MATTER OF THIS LEASE. NO TERM OR PROVISION OF THIS LEASE MAY BE CHANGED, WAIVED, AMENDED, DISCHARGED, OR TERMINATED EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY A DULY AUTHORIZED OFFICER OF THE PARTY AGAINST WHOM ENFORCEMENT OF THE CHANGE, WAIVER, AMENDMENT, DISCHARGE OR TERMINATION IS SOUGHT, EXCEPT THAT LESSOR MAY INSERT THE SERIAL NUMBER OF ANY ITEM OF EQUIPMENT ON ANY SCHEDULE .

[SIGNATURES ON NEXT PAGE]

The Parties have executed this Lease as of the date set forth in the first paragraph of this Lease.

PILGRIM'S PRIDE CORPORATION
(Lessee)

By: _____
Name: R. A. Cogdill
Title: C.F.O.

GENERAL ELECTRIC CAPITAL CORPORATION
(Lessor)

By: _____
Name: _____
Title: _____

The Parties have executed this Lease as of the date set forth in the first paragraph of this Lease.

PILGRIM'S PRIDE CORPORATION

(Lessee)

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION
(Lessor)

By: _____
Name: _____
Title: KEVIN J LOMBARDO
TRANSACTION & S ICATION MANAGER

ADDENDUM TO AMENDED AND RESTATED EQUIPMENT LEASING AGREEMENT

THIS ADDENDUM TO AMENDED AND RESTATED EQUIPMENT LEASING AGREEMENT (this "Addendum") is entered into as of March __, 2004, by and between GENERAL ELECTRIC CAPITAL CORPORATION ("Lessor") and PILGRIM'S PRIDE CORPORATION ("Lessee").

The parties are entering into this Addendum to amend and supplement the Amended and Restated Equipment Leasing Agreement dated as of the date hereof (together with all Supplements, Exhibits, Riders and Addenda thereto, the "Lease"), between Lessor and Lessee, as incorporated into, and solely with respect to, Lease Schedule No.1 thereto dated as of the date hereof (the "Schedule"), between Lessor and Lessee, and this Addendum shall constitute a part of the Lease solely for such purpose. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings ascribed to them in the Lease.

In consideration of the premises and such other consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Lease is hereby amended and supplemented as follows:

1. The Aircraft. The Schedule, incorporating the Lease, as amended and supplemented by this Addendum, constitutes Lessor's lease to Lessee of the Raytheon Beech Hawker 800XP aircraft bearing Federal Aviation Administration ("FAA") Registration No. N646XP (to be changed to N528BP) and manufacturer's serial number 258646, including the airframe (the "Airframe"), engines (the "Engines"), avionics and other property identified in the Schedule (the Airframe, Engines, avionics and such other property together with all replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto being referred to herein collectively as the "Aircraft"). For the purposes of the Schedule, all references in the Lease or in any other documents entered into or delivered in connection with the Schedule (collectively, the "Lease Documents") to (a) "Item" or "Equipment" shall mean the Aircraft, or as contemplated herein, the Airframe and/or the Engines; or (b) "Lease" shall mean the Lease, as amended and supplemented by this Addendum.

2. Amendments. Solely with respect to the Schedule, the Lease is hereby amended and supplemented as provided below (and in the event that there is any inconsistency between the provisions hereof, and the provisions of the Lease, the provisions of this Addendum shall govern).

(a) The Lease is hereby amended by replacing Section 6 of the Lease in its entirety with the following:

> 6. USE, MAINTENANCE, INSPECTION AND RETURN OF THE EQUIPMENT.
>
> (a) Compliance and Use. On the Acceptance Date (as defined in the Schedule) and at all times thereafter until the Aircraft is returned to Lessor or sold pursuant to this Lease, Lessee shall cause the Aircraft to be and remain duly registered in only the Lessee's name at the FAA, in accordance with Title 49, Subtitle VII of the United States Code, as then in effect (the "Transportation Code"). Lessee agrees to comply with all applicable law related to this Lease and/or the Aircraft, including its operation, maintenance and security. For the purposes of this Lease, "applicable law" shall mean all applicable laws including all statutes, treaties, conventions, judgments, decrees, injunctions, writs and orders of any court, governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority as amended and revised, and any judicial or administrative interpretation, of any of the same, including the airworthiness certificate issued with respect to the Aircraft, all Federal Aviation Regulations ("FARS"), supplemental FARS, airworthiness directives, and/or any of the same relating to noise, the environment, national security, public safety, exports or imports or contraband. Lessee will operate the Aircraft under and in compliance with Part 91 of the FARS, for purposes that are incidental to Lessee's business, and in a manner that is consistent with the transactions hereunder being deemed commercial (and not

consumer) transactions under applicable law. Lessee shall not operate or permit the Aircraft to be operated under Part 135 of the FARS. Lessee will not operate or permit the Aircraft to be operated in any manner at any time or in any geographic area when or where insurance required by the provisions hereof shall not be in effect. Lessee shall (i) retain operational control of the Aircraft at all times from the Acceptance Date until the return or sale of the Aircraft in accordance with this Lease; and (ii) base the Aircraft at the Primary Hangar Location (as defined in the Schedule). The Aircraft will, at all times be operated by duly qualified pilots having met any and all requirements established and specified by (i) the FAA, the Transportation Security Administration and any other applicable governmental authority and (ii) the insurance policies required under this Lease.

(b) Use Outside of U.S. The Aircraft shall not be operated, used or located outside the continental U.S., except that it may be flown temporarily to any country in the world for any purpose expressly permitted under this Lease. Notwithstanding the foregoing, the Aircraft shall not be flown, operated, used or located in, to or over any such country or area (temporarily or otherwise), (i) which is excluded from the required insurance coverages, or would otherwise cause Lessee to be in breach of the insurance requirements or other provisions, of this Lease, (ii) in any area of recognized or threatened hostilities, (iii) in violation of any applicable law, including any U.S. law or United Nations Security Council Directive, or (iv) in a manner that causes it to be deemed to have been used or operated "predominantly" outside of the United States, as that phrase is used in Section 168(g)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

(c) Maintenance and Operation. During the term of this Lease, Lessee shall (i) maintain, inspect, service, repair, overhaul and test the Airframe and each Engine in accordance with all Maintenance Requirements (as defined below), all applicable law, and, if more stringent, prevailing industry standards, and (ii) maintain (in the English language) all Records (as defined below) in accordance with applicable law and all Maintenance Requirements, and as required under this Lease. All maintenance procedures shall be performed in accordance with all applicable law and by properly trained, licensed, and certified maintenance sources and maintenance personnel utilizing replacement parts approved by the FAA and the manufacturer, so as to keep the Airframe, each Engine and each part in good operating condition, ordinary wear and tear, from proper use alone, excepted, and to enable the airworthiness certificate for the Aircraft to be continually maintained. Without limiting the foregoing, Lessee shall comply with all mandatory service bulletins and airworthiness directives by causing compliance to such bulletins and/or directives to be completed through corrective modification in lieu of operating manual restrictions. For purposes hereof, (i) "Maintenance Requirements" shall mean, with respect to the Airframe, any Engine or any part, all compliance requirements set forth in or under (A) all related maintenance manuals, (B) all applicable airworthiness directives issued by the FAA or similar regulatory agency having jurisdictional authority, (C) all conditions to the enforcement of any warranties pertaining thereto and (D) Lessee's FAA approved maintenance program with respect thereto; and (ii) "Records" shall mean any and all logs, manuals, certificates and data and inspection, modification, maintenance, engineering, technical, and overhaul records (whether in written or electronic form) with respect to the Aircraft (whether in existence as of, or created at any time after, the Acceptance Date), including, without limitation, all records required to be maintained by the FAA or any other governmental agency or authority having jurisdiction with respect to the Aircraft or any manufacturer or supplier of the Aircraft (or any part thereof) with respect to the enforcement of warranties or otherwise, which Records shall be at all times the property of the Lessor after the Acceptance Date. Lessee shall not relinquish possession of the Airframe, any auxiliary power unit, or any Engine or part or install any auxiliary power unit or any Engine or part, or permit any auxiliary power unit or any Engine or part to be

installed, on any airframe other than the Airframe leased hereunder except as expressly set forth herein.

(d) Alterations and Replacement Parts. Lessee shall make any alteration or modification ("Alterations") to the Aircraft that may at any time during the term of this Lease be required to comply with airworthiness directives or other applicable law. Lessee will promptly replace all parts that become worn out, lost, stolen, taken, destroyed, damaged beyond repair or permanently rendered or declared unfit for use for any reason whatsoever. Lessee shall repair all damage to the Aircraft resulting from the installation and removal of Alterations so as to restore the Aircraft to its condition prior to installation. Alterations and/or replacement parts shall be deemed accessions, and title thereto shall be immediately vested in Lessor without cost or expense to Lessor. Except as permitted under this Section 6(d), Lessee will not modify the Aircraft (including any change in configuration) or affix or remove any accessory to the Aircraft leased under this Lease.

(e) Aircraft Marking. Lessee agrees to (i) prominently display on the Aircraft the FAA Registration number, specified in the applicable Schedule or such other "N" number as has been approved by and exclusively reserved to Lessor in its name and duly recorded with the FAA; and (ii) notify Lessor in writing thirty (30) days prior to making any change in the appearance or coloring of the Aircraft.

(f) Security. Without limiting Lessee's other agreements under this Lease, Lessee hereby: (i) expressly assumes sole responsibility for the determination and implementation of all security measures and systems necessary or appropriate for the proper protection of the Aircraft (whether on the ground or in flight) against theft, vandalism, hijacking, destruction, terrorism or similar acts directly or indirectly affecting the Aircraft, any part thereof, or any Persons who (whether or not on board the Aircraft) may sustain any injury or damage as a result of any such acts, (ii) agrees to provide Lessor promptly upon request with evidence of Lessee's compliance with its obligations under this Section 6(f), but in no event shall Lessor be deemed to have any duty with respect to any security measures imposed by this Lease or applicable law, whether or not complied with by Lessee, and (iii) acknowledges that Lessee's full and exclusive assumption of responsibility with respect to such security measures is of the essence of this Lease, and a condition to Lessor's participation in the transactions contemplated herein.

(g) Inspection. Lessor shall have the right, but not the duty, to inspect the Aircraft, any component thereof and/or the Records, at any reasonable time and from time to time, wherever located, without or without notice to Lessee. Upon Lessor's request, Lessee shall promptly confirm to Lessor the location of the Aircraft and make the Aircraft and/or the Records available to Lessor for inspection.

(h) Return. Upon the expiration or termination of the Lease Term with respect to any Equipment (except for any Equipment purchased by Lessee pursuant to any purchase option), Lessee, at its own expense, will return such Equipment to Lessor to such location in the continental United States as Lessor may designate in writing, and in the condition required by this Section 6, and until such Equipment has been so returned, Lessee shall continue to pay Lessor, on each rent payment date during the Lease Term with respect to such Equipment, the rent for each full rental period for such Equipment as specified in the Schedule relating to such Equipment. The Equipment shall be returned in good operating condition with no damage, other than normal wear and tear, and at a minimum, in the condition in which the Equipment is required to be maintained pursuant to this Lease."

(b) The Lease is hereby amended by replacing Section 7(B) of the Lease in its entirety with the following:

"(B) ANY AND ALL SALES, USE, PROPERTY, EXCISE, PRIVILEGE, VALUE ADDED AND OTHER TAXES, FEES, WITHHOLDINGS, LEVIES, IMPOSTS, DUTIES, AND CHARGES OF ANY KIND OR NATURE (TOGETHER WITH ANY APPLICABLE INTEREST OR PENALTIES), IMPOSED UPON OR AGAINST LESSOR, LESSEE OR THE EQUIPMENT, BY ANY FOREIGN OR DOMESTIC GOVERNMENTAL AUTHORITY WITH RESPECT TO THE EQUIPMENT, OR WITH RESPECT TO THE MANUFACTURING, ORDERING, PURCHASE, SHIPMENT, OWNERSHIP, DELIVERY, LEASING, SUBLEASING, CHARTERING, OPERATION, LANDING, AIRPORT USE, POSSESSION, USE, RETURN, CONFISCATION, SEIZURE, REPOSSESSION, SALE OR OTHER DISPOSITION THEREOF OR UPON THE RENTS, RECEIPTS, OR EARNINGS ARISING THEREFROM OR UPON OR WITH RESPECT TO THIS LEASE, EXCEPTING ONLY FEDERAL AND STATE INCOME TAXES ON THE NET INCOME OF LESSOR (COLLECTIVELY, "IMPOSITIONS"), AND"

(c) The Lease is hereby amended by replacing Section 8 of the Lease in its entirety with the following:

"8. TITLE TO AND LOCATION OF EQUIPMENT; QUIET ENJOYMENT. Lessee acknowledges and agrees that upon Lessor's acquiring the Aircraft on the Acceptance Date (as defined in the Schedule), and Lessee's and Lessor's execution and delivery of the applicable Schedule, Lessor shall be deemed to have a validly perfected, first priority security interest against the Equipment, and Lessor's right, title and interest in or to the Equipment shall at all times be subject to the terms of this Lease, unless and until it is terminated in accordance with the express provisions hereof. The Equipment shall be delivered to the location specified in the Schedule relating to such Equipment. Provided that no Event of Default has occurred and is continuing under this Lease, Lessor agrees that it will not interfere with Lessee's quiet enjoyment and use of the Equipment during the Lease Term."

(d) The Lease is hereby amended by replacing Section 9 of the Lease in its entirety with the following:

"9. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF LESSEE. Lessee represents, warrants and agrees as follows: (a) Lessee (i) is a corporation, (ii) is duly organized and existing in good standing under the laws of the State of Delaware, (iii) is duly qualified to do business wherever necessary to perform its obligations under this Lease, including the jurisdiction of the Primary Hangar Location, (iv) is a citizen of the United States, as defined in 49 U.S.C. Section 40102(a)(15), (v) is not a national of any foreign country designated in Presidential Executive order No. 8389 or 9193, as amended, and the Regulations issued thereunder, as amended, or a national of any foreign country designated in the Foreign Assets Control Regulations of the United States Treasury Department, 31 C.F.R. Chapter V, as amended, and (vi) is not and will not become an air taxi operator or air carrier under applicable law. (b) Lessee's exact legal name is as shown in the caption of this Lease; Lessee's tax identification number is 75-1285071 and the address of Lessee's chief executive offices and principal place of business is set forth in the preamble to the Lease. (c) Lessee agrees that it shall not change its name, tax identificationl number or any such address without prior written notice to Lessor. (d) This Lease (including the Schedule), and all documents, instruments and agreements entered into or provided by Lessee or any guarantors (each, a "Lessee Party") pursuant to or in connection with this Lease ("Lease Documents") have been duly authorized by all necessary action on the part of each such Lessee Party consistent with its form of organization, do not require the approval of, or giving notice to, any governmental authority, except as contemplated by the Lease, and do not contravene or constitute a default under any applicable law, or organizational document or any material

agreement, indenture, or other instrument to which such Lessee Party is a party or by which it may be bound. (e) The Lease Documents have been duly executed and delivered by authorized representatives of each Lessee Party, and each constitutes a legal, valid and binding obligation of such Lessee Party, enforceable in accordance with its terms. (f) There are no proceedings pending or threatened against or affecting any Lessee Party or any of its property before any court or other governmental authority that could impair Lessor's title to the Aircraft, or that could reasonably be expected to materially affect the financial condition or operations of such Lessee Party or its ability to perform its obligations under this Lease. (g) None of the Lessee Parties has any pending claims or knowledge of any facts upon which a future claim may be based, against any prior owner, the manufacturer or supplier of the Equipment, or of any Engine or part thereof for breach of warranty or otherwise. (h) At all times during the Lease Term, the records of the Aircraft Registry of the FAA shall reflect that Lessee is the registered owner of the Airframe and that Lessor has a duly perfected, first priority security interest in the Aircraft. (i) No Lien exists, or will hereafter attach, against the Aircraft pursuant to any mortgage, conditional sale or security agreement or other agreement to which Lessee or any Person claiming through Lessee is a party. (j) Lessee shall provide notice to Lessor of any change of the Primary Hangar Location ten (10) days prior to any such change and of any accident involving the Aircraft causing bodily injury or property damage to third parties, within five (5) days of such accident. (k) Lessee will provide Lessor with the following in writing promptly upon Lessor's request: (A) notice to Lessor of the Aircraft's location, and the location of all Records relating to the Aircraft and its use, maintenance and/or condition; (B) copies of any manufacturer's maintenance service program contract for the Airframe or Engines; and (C) copies of all Records evidencing Lessee's compliance with FAA airworthiness directives and mandatory service bulletins and of compliance with the provisions of Section 6 hereof, and any other requested Records."

(e) The Lease is hereby amended by adding the following new Sections at the end of the Lease:

28. CLOSING CONDITIONS. Lessor's obligations to purchase the Aircraft and lease it to Lessee are conditioned upon the following: (a) Lessor receives the documents referred to in the Closing Documents Annex attached hereto as Annex A and made a part hereof (the "Required Documents"), in form and substance satisfactory to Lessor; (b) all representations and warranties in this Lease are true and correct; and (c) FAA counsel receives and files all of the FAA documents, as specified in Annex A hereto.

29. TRUTH IN LEASING. THE AIRCRAFT, AS EQUIPMENT, BECAME SUBJECT TO THE MAINTENANCE REQUIREMENTS OF PART 91 OF THE FEDERAL AVIATION REGULATIONS ("FARS") UPON THE REGISTRATION OF THE AIRCRAFT WITH THE FAA. LESSEE CERTIFIES THAT DURING THE TWELVE (12) MONTHS (OR PORTION THEREOF DURING WHICH THE AIRCRAFT HAS BEEN SUBJECT TO U.S. REGISTRATION) PRECEDING THE EXECUTION OF THIS LEASE, THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FARS. LESSEE CERTIFIES THAT THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER PART 91 OF THE FARS FOR OPERATIONS TO BE CONDUCTED UNDER THIS LEASE. UPON EXECUTION OF THIS LEASE, AND DURING THE TERM HEREOF, THE LESSEE, WHOSE NAME AND ADDRESS ARE SET FORTH IMMEDIATELY BELOW, ACTING BY AND THROUGH THE SIGNATORY HERETO, WHO EXECUTES THIS SECTION SOLELY IN HER/HIS CAPACITY OF THE LESSEE SET FORTH BELOW HER/HIS SIGNATURE, CERTIFIES THAT LESSEE SHALL BE RESPONSIBLE FOR THE OPERATIONAL CONTROL OF THE AIRCRAFT UNDER THIS LEASE (WHILE IT HAS POSSESSION OF THE AIRCRAFT), UNLESS OPERATIONAL CONTROL OF

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the date set forth in the first paragraph of this Lease.

PILGRIM'S PRIDE CORPORATION
(Lessee)

By: _____
Name: R. A. Cogdill
Title: C.F.O.

GENERAL ELECTRIC CAPITAL CORPORATION
(Lessor)

By: _____
Name:
Title:

THE AIRCRAFT IS PROVIDED TO AN AIR TAXI OPERATOR CERTIFICATED UNDER PART 135 OF THE FARS, IF AND TO THE EXTENT PERMITTED HEREUNDER. THE LESSEE FURTHER CERTIFIES THAT IT UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH APPLICABLE FARS, PROVIDED HOWEVER, THAT THE LESSEE SHALL NOT BE DEEMED TO BE RESPONSIBLE FOR THE OPERATIONAL CONTROL OF THE AIRCRAFT FOR SO LONG AS THE AIRCRAFT IS IN POSSESSION OF ANY SUCH AIR TAXI OPERATOR HAVING OPERATIONAL CONTROL TO THE EXTENT PERMITTED HEREUNDER. AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FARS CAN BE OBTAINED FROM THE NEAREST FEDERAL AVIATION FLIGHT STANDARD DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE."

3. Counterparts. This Addendum may be executed in any number of counterparts and by the parties hereto on separate counterparts.

This is Counterpart No. __ of a total of 5 counterparts. Only Counterpart No. 1 shall be considered chattel paper for purposes of the Uniform Commercial Code and a security interest may be perfected only by possession of Counterpart No. 1.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the date set forth in the first paragraph of this Lease.

PILGRIM'S PRIDE CORPORATION

(Lessee)

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION
(Lessor)

By: _____
Name:
Title: KEVIN J. LOMBARDO
TRANSACTION & S[illegible]DICATION MANAGER

ANNEX A

REQUIRED DOCUMENTS

Not Applicable