Letter of Agreement

TO THE STANDARD TERMS AND CONDITIONS BETWEEN AEROMANTENIMIENTO S.A. AND AIR TANZANIA DATED_____.

Maintenance Services for Air Tanzania, Airbus A320, MSN 630 and Leasing Register Number N630AJ.

With reference to the above noted services, AEROMANTENIMIENTO S.A. is pleased to offer the following terms for a letter of agreement ("**LOA**") between AIR TANZANIA ("**Customer**"); and, AEROMANTENIMIENTO S.A. ("**AEROMAN**"). This LOA contains special terms and conditions ("**Special Terms and Conditions**") set forth below and AEROMAN' standard terms and conditions attached to this LOA ("**Standard Terms and Conditions**"). The Standard Terms and Conditions are incorporated into and form part of the LOA.

Please note that the services to be performed by AEROMAN under this LOA ("**Services**") include the services described in Section III below which are charged on a Flat Rate ("**Work**") and any additional work performed under this LOA which is not charged on a Flat Rate ("**Additional Work**").

I. INTRODUCTION.

The following is a proposal for accomplishing Maintenance Services for Customer on an Airbus A320, MSN 630, and Leasing Register Number N630AJ. The work package is described in detail in Customer's Work package for MSN 630, hereafter called the Work Package, and summarized herein as follows:

II. SUMMARY OF SERVICES TO BE PERFORMED

- External Fuselage paint (white color and Air Tanzania livery), including Vertical Stabilizer and Engines' Cowlings.
- Repair No.12 in accordance with SRM of Rohr Inc. on the four halves of the Thrust Reversers.
- Interior placards' kit application

Notes:

a.) Back Shop repairs and/or tests will be worked under a "Time and Material" basis or quoted as required.

b.) Labor rates quoted do not apply to component repair and overhaul services.

c.) The external fuselage will be scuff sanded before the paint application. No Aircraft Weighting has been included in this estimate.

d.) Fixed Prices provided are for Routine Labor only. Any non-Routine Labor, Consumables, Expendables, Parts, Components, and Materials will be invoiced on a "Time and Material" basis at the rates provided.

e.) Airport Ramp Parking, Landing Fees, and Flight Surveillance fees will BE handled as subcontracted charges.

f.) Due to AEROMAN's hangar space unavailability, it will be necessary to rent a local hangar for the paint process only. This is a subcontracted service and as such it will be included in the final invoice in accordance with the terms and conditions specified under Section III.6 of the LOA.

III. GENERAL TERMS REGARDING CHARGES

1. Labor cost: Flat rated Routine and Non-Routine on a "time and material" basis.

The flat labor cost for the routine maintenance work package is USD **$67,375.00** and this amount is considered fixed. The NON ROUTINE man-hours will be charged at a labor rate of USD $42.65, per man-hour and must be previously approved by the Customer's representative on site. Lead hours and Inspection hours will be charged at 8 % each of the total amount of invoiced hours that are not part of the fixed price.

2. Additional Work.

The Customer's representative can request additional work. The labor cost to accomplish any additional tasks, not originally included in "Work package"; will be USD $42.65 per man-hour.

3. Engineering.

Labor rate for Engineering work to be performed, will be USD $75.00 per man-hour.

4. Component Shop Repairs.

The labor rate for component repairs to be performed within the AEROMAN workshops will be USD $42.65 per man-hour.

5. Materials Handling Charge.

The materials required to perform the work and which need to be procured by AEROMAN will be invoiced at AEROMAN' cost plus 15% handling charge, with a maximum handling cap of USD $1,750.00 per item.

Parts and materials provided by the Customer will have no handling charge. Parts and materials required for the application of EOs, SBs and ADs must be provided by the Customer.

6. Sub Contracts.

Third party services that may be required to be subcontracted, and/or special tools, and/or special equipment, and/or rentals which may be required to be leased to perform the Services will be invoiced at the contracted or leased price plus a 15% handling charge, with a maximum handling cap of USD $1,750.00 per item. Only Repair Station Vendors previously approved by Customer will be subcontracted.

7. Warranty

AEROMAN warrants that the Work performed under this Agreement shall be free from defects in workmanship with respect to Aircraft airframe and Parts other than Components, AEROMAN' warranty shall remain in effect for a period of one (1) year from the date of Work Completion, or three thousand (3000) flight hours, whichever shall first occur. For components that are repaired at Aeroman' facility, Aeroman' warranty shall remain in effect for a period of one hundred and eighty (180) days from the date of Work Completion or one thousand five hundred (1500) flight hours, whichever shall first occur. This warranty is subject to Articles 7 and 8 of the Standard Terms and Conditions.

8. Location & Date of Execution.

- Work site: "El Salvador" International Airport
- Date of beginning the works: November 7th, 2007
- Estimated Aircraft Ground Time: To be determined

NOTES :

- Ground time may be revised upon confirmation of the lead time for parts and material required for this work package.

- AEROMAN reserves the right to provide Parts, Materials, and Components should the Customer be unable to provide said materials in time to support AEROMAN's production schedule.

- The procurement of Rotable Components is the responsibility of the Customer. If any delayed rotable procurement affects the scheduled redelivery date of the aircraft, then AEROMAN, after a formal notification in writing to the Customer, will proceed to obtain that rotable component through an Exchange Program. The cost associated to this exchange will be included in the final invoice: exchange fee + overhaul cost + 15% for handling charge.

- If due to Customer, for any reason (including any actions or inactions as provided in Article 6 of the Standard Terms and Conditions), AEROMAN is forced to stop the Services as contemplated herein, AEROMAN will stop working on the Aircraft and will resume the still pending work when Customer's action or inaction takes place, provided

man-power is available, unless the performance of the Services is terminated in accordance with Article 6 of the Standard Terms and Conditions.

9. Total Work Package Cost estimation.

AC Reg	ROUTINE (fixed price)	MATERIAL (estimated)	SUB-CONTRACTS (estimated)	TOTAL (estimated)
N630AJ	USD $67,375	USD $19,500	USD $9,000	USD $95,875

Note:

- The actual and final cost of the Services and materials shall be determined once the work is completed and it may vary from the above stated estimate.

- These estimated Material and Sub-Contracts costs are presented for budgetary purposes only. Real costs will be charged as incurred.

10. 0% rate of VAT.

All amounts invoiced by AEROMAN to Customer are charged with a 0% rate of value added tax (VAT).

11. Terms of payment.

The following terms of payment are applicable to this aircraft:

- 50% of the Total Estimated Labor and Material cost must be paid at aircraft induction.

- The remaining estimated balance for labor and materials to complete the work contracted, must be paid at the Time of Redelivery of the aircraft, prior to departure from AEROMAN.

- Any charges whose invoices were not available at the time of departure, and were not included in the previous item, will be charged within thirty days, and must be paid within thirty days of the date of invoice.

- In case that the actual cost of the labor and materials should be determined to exceed 10% or more of the respective estimated cost, prior to furnishing the Services related thereto, AEROMAN will provide to Customer a detail of such additional estimated charges. After agreement of the additional charges has been assessed by the Customer, AEROMAN will issue an advanced invoice to be paid prior to the redelivery of the Aircraft by Customer in order to cover such a difference in cost.

• The payments must be made by wire transfer to AEROMAN, in USD (Dollars of The United States of America) to the following bank account:

BANK OF AMERICA
ABA NO: 063100277
AREOMANTENIMIENTO, S.A.
Account Number: 0054-8098-2992
Contact: Maria Edith de Mejía

12. Office facilities.

AEROMAN provides office facilities for a representative of Customer on site, including: telephone, fax, one cellular phone, personal computer, printer, coffee maker and refrigerator.

AEROMAN provides an internet account on its company net, with access to the World Wide Web plus a personalized email account for the Customer's representative on site. Telephone and Cellular Phone charges will be invoiced as subcontracted services.

13. Special Concessions to Customer

• Materials provided by Customer must be delivered at AEROMAN' premises located at El Salvador International Airport. Alternate address to send materials can be at the AEROMAN Materials Logistics Center in Miami, Florida. Those materials send to and from El Salvador with available Cargo Forwarders and the shipping of such materials and components are under the responsibility and liability of the Customer and therefore will be invoiced according to the subcontract services clause.

14. Notices

Aeroman' address for notices or any related service issues is:

By Mail or Courier
El Salvador International Airport
San Luis Talpa, La Paz
El Salvador

Attention: Commercial Director
Tel: (503) 2366-7610
Fax: (503) 2366-8216

Customer' Address for notice or related service issues is:

By Mail	By Courier
Attention: Tel: Fax:	

15. Order of Precedence

To the extent there are any inconsistencies between the Special Terms and Conditions and the Standard Terms and Conditions, the provisions of the Special Terms and Conditions shall prevail.

If you agree to the terms of this LOA (including the Special Terms and Conditions and the Standard Terms and Conditions attached hereto, sign in the space below. This LOA shall not become effective unless and until it is duly signed by an authorized representative of each of Aeroman and Customer, in the spaces provided below and returning a signed copy via facsimile to (503) 2366-8216.

IN WITNESS HEREOF, both parties through their duly qualified representatives sign this LOA in San Salvador, this ___ day of November, 2007.

AEROMANTENIMIENTO, S.A. Name: José Ernesto Ruiz Imery Title: CEO and Empowered attorney-in-fact	AIR TANZANIA. Name: Title: