

AIRCRAFT LEASE

Lease No. 01-P1713

This AIRCRAFT LEASE (the "Lease") is made and entered into at Wichita, Kansas, as of the 7th day of November, 2001, by and between CESSNA FINANCE CORPORATION, a Kansas corporation, 220 West Douglas, Suite 300, P. O. Box 308, Wichita, Kansas 67202-3106, as lessor, hereinafter called "OWNER," and WESTAR LEASING, INC., 818 Kansas Avenue, Topeka, KS 66601, as lessee, hereinafter called "LESSEE."

1. **THE LEASED AIRCRAFT.** Subject to the satisfaction of the conditions precedent set forth in Article 5, OWNER leases to LESSEE and LESSEE leases from OWNER, upon the terms and conditions contained in this Lease, the following described aircraft, airframe and engines, all parts and equipment presently installed therein or thereon, including, without limitation, the equipment listed on Annex A, all records and logbooks for or relating thereto and all additions thereto and replacements or substitutions therefor, all of the foregoing items (including, without limitation, all additions thereto and replacements or substitutions therefor) being referred to as the "Aircraft."

Cessna Model:	750
Serial No.:	750-0167
FAA Reg. No.:	N4165Y
Engines Make & Model:	Allison AE3007C
Serial No. LH:	CAE330361
Serial No. RH:	CAE330352

2. **DELIVERY OF AIRCRAFT.** Subject to the satisfaction of the conditions precedent set forth in Article 5, the Aircraft shall be delivered to LESSEE at Wichita, Kansas, or at such other location as mutually agreed to by the parties. The tentative date for delivery of the Aircraft is November 7, 2001. The date of the delivery of the Aircraft to LESSEE, as shown on the Delivery and Acceptance Receipt referred to in Article 5 (the "Delivery and Acceptance Receipt") signed by LESSEE or LESSEE'S duly appointed agent, is hereinafter referred to as the "Delivery Date." Upon execution of the Delivery and Acceptance Receipt by LESSEE or LESSEE'S duly appointed agent, risk of loss of the Aircraft shall pass to LESSEE and it shall be conclusively presumed that LESSEE accepted the Aircraft in its then condition and that it has been found by LESSEE to be in good, safe and serviceable condition and fit for LESSEE'S intended use.

3. **LOCATION AND USE OF AIRCRAFT.** The Aircraft shall be based at: Enoch Field Topeka Kansas
(Airport) (City) (State)

The permanent base of the Aircraft may be changed to another location within the continental United States of America if LESSEE immediately notifies OWNER in writing of such new permanent base. The Aircraft shall not be based outside the continental United States of America or registered outside the United States of America without the prior written consent of OWNER. The Aircraft may be operated worldwide; provided, however, that the Aircraft shall not, without the prior written consent of OWNER, be operated: (a) in Cuba, Iran, Libya, Iraq, North Korea, Syria, Angola, Rwanda, or any part of the former Yugoslavia; (b) in any jurisdiction with which the United States does not maintain full diplomatic relations; (c) in any country or jurisdiction for which exports or transactions are subject to specific restrictions under any United States export or other law or United Nations Security Council directive, in effect at any time during the term of this Lease; (d) in any geographic area where recognized or threatened areas of hostilities or widespread civil unrest exist; or (e) in any geographic area unless the insurance required by Article 7 covers operations there, includes war and confiscation risk coverage, and is in full force and effect; provided, however, that any flights to Mexico shall not be made until the Aircraft is covered (in addition to the insurance that is required by Article 7) by at least \$100,000 liability coverage written by a Mexican insurance company reasonably acceptable to OWNER. LESSEE will use the Aircraft primarily for business purposes.

4. **TERM AND LEASE RENTAL.** The Aircraft is leased for a term of 120 months, commencing with the Delivery Date (the last day of such term, the "Scheduled Expiration Date"). As consideration for the lease of the Aircraft, LESSEE agrees to pay OWNER in accordance with Annex B to this Lease.

5. **CONDITIONS PRECEDENT.** OWNER'S obligation to lease the Aircraft to LESSEE shall be subject to satisfaction of each of the following conditions precedent and the receipt by OWNER, on or before the Delivery Date of the following, all of which shall be in form and substance satisfactory to OWNER:

(a) an assignment from LESSEE to OWNER of the purchase order between LESSEE and the seller of the Aircraft;

(b) a Delivery and Acceptance Receipt signed by LESSEE or LESSEE'S duly appointed agent and, if LESSEE will not execute the Delivery and Acceptance Receipt, an Appointment of Agent authorizing an individual to inspect and accept delivery of the Aircraft and sign the Delivery and Acceptance Receipt;

(c) evidence that all necessary approvals, resolutions, officer's certificates, licenses, consents and the like required in relation to entering into or making payments under this Lease or using, operating or maintaining the Aircraft have been obtained, if any;

(d) payment by LESSEE of OWNER'S estimated legal fees and costs (actual legal fees incurred by OWNER in excess of the estimated legal fees paid within thirty (30) days after closing, shall be invoiced to and paid by LESSEE) and other expenses incurred by OWNER in connection with the negotiation, preparation, execution and completion of this Lease;

(e) payment by LESSEE of the Structuring Fee and Down Payment, if any, in the amounts as set forth in Annex B;

(f) no Event of Default (as defined in Article 13) has occurred and is continuing, or would result from the lease of the Aircraft, and no event has occurred that might have the effect of adversely affecting the ability of LESSEE to carry on its business as conducted on the Delivery Date;

(g) a certificate of insurance signed by an underwriter of the insurer as to the due compliance with the terms of Article 7;

(h) three (3) executed originals of this Lease;

(i) a copy of the executed Engine Maintenance Support Contract, if required by Article 10(c) and Annex B;

(j) Evidence of LESSEE'S compliance with the Additional Security requirements, if any, as set forth in Annex B;

(k) if any Guarantor is named in Annex B, (i) a duly executed Guaranty (a "Guaranty") governed by the law of Kansas from each Guarantor in favor of OWNER; (ii) if a Guarantor is an entity, a certificate executed by such Guarantor's secretary or other authorized representative certifying (A) that the Guarantor is duly, organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (B) that execution, delivery and performance of the Guaranty and all related documents have been duly authorized by all necessary action on the part of such Guarantor consistent with its form of organization and do not require any further shareholder, member, partner or other approval, (C) that the Guaranty constitutes a legal, valid and binding obligations of such Guarantor enforceable in accordance with its terms, and (D) the name(s) of the person(s) authorized to execute and deliver the Guaranty and such related documents on behalf of such Guarantor, together with specimen signature(s) of such person(s); and (iii) if requested by OWNER, an opinion of counsel for such Guarantor in form and substance satisfactory to OWNER;

(l) an opinion from OWNER'S accounting professionals that this transaction satisfies the accounting requirements of OWNER and its affiliates;

(m) an opinion of Aeronautical Center Counsel for the Federal Aviation Administration indicating that the lease is recordable and in which name the Aircraft will be registered; and

(n) such other and further documents as may be required by law or which OWNER may reasonably request.

6. **EARLY PURCHASE OPTION; END OF TERM PURCHASE OPTION AND RETURN OPTION.**

(a) Prior to the Scheduled Expiration Date, LESSEE shall have the option (the "Early Purchase Option") to purchase the Aircraft on any "Early Purchase Option Date" (as defined in Annex B). The Early Purchase Option may be exercised by

LESSEE upon not less than ninety (90) days' prior written notice to OWNER and only if no Event of Default has occurred and is continuing; provided that, for the first twelve (12) months of this Lease, the Early Purchase Option may be exercised by LESSEE upon not less than thirty (30) days prior written notice to OWNER and only if no Event by Default has occurred and is continuing. If LESSEE exercises the Early Purchase Option, then, on the applicable Early Purchase Option Date, LESSEE shall pay to OWNER an amount (the "Early Purchase Option Amount") equal to the sum of: (i) the Stipulated Loss Value (as defined in Annex D to this Lease); (ii) any sales, use, value added, goods and services taxes, excise or other taxes imposed as a result of the sale of the Aircraft (other than gross or net income taxes of OWNER attributable to such sale); (iii) all other expenses incurred by OWNER in connection with the exercise by LESSEE of the Early Purchase Option, including, without limitation, attorneys' fees; (iv) any Regular Monthly Rental Payments due and payable on or before such Early Purchase Option Date, and (v) all other amounts then due and owing under this Lease. Any such payment by LESSEE shall be deposited by LESSEE in immediately available funds in a bank account to be designated by OWNER, with no deductions or withholdings whatsoever. Upon receipt by OWNER of the Early Purchase Option Amount, OWNER shall transfer title to the Aircraft to LESSEE in accordance with paragraph (f) of this Article 6. If LESSEE exercises the Early Purchase Option, LESSEE shall continue to pay the Regular Monthly Rental Payments and all other sums due under this Lease as the same become due until receipt by OWNER of the Early Purchase Option Amount.

(b) On the Scheduled Expiration Date, so long as the Lease shall not have been earlier terminated or cancelled and no Event of Default has occurred and is continuing, LESSEE shall have the option: (i) to purchase the Aircraft pursuant to paragraph (c) of this Article 6 (the "End of Term Purchase Option") or (ii) to return the Aircraft pursuant to paragraph (d) of this Article 6 (the "End of Term Return Option"). LESSEE shall give OWNER written notice (which notice shall be irrevocable) of its election of one of these options not less than one hundred eighty (180) days nor more than two hundred forty (240) days prior to the Scheduled Expiration Date. If LESSEE fails in a timely and proper manner to provide such notice, LESSEE shall be deemed to have elected to purchase the Aircraft pursuant to paragraph (c) of this Article 6 and to have waived its right to return the Aircraft.

(c) If LESSEE exercises the End of Term Purchase Option, then on the Scheduled Expiration Date, LESSEE shall pay to OWNER an amount (the "End of Term Purchase Amount") equal to the sum of: (i) the Stipulated Loss Value; (ii) any sales, use, value added, goods and services taxes, excise or other taxes imposed as a result of such sale (other than gross or net income taxes of OWNER attributable to such sale); (iii) all other expenses incurred by OWNER in connection with the exercise by LESSEE of the End of Term Purchase Option, including, without limitation, attorneys' fees; (iv) any Regular Monthly Rental Payments due and payable on or before the Scheduled Expiration Date; and (v) all other amounts then due and owing under this Lease. Upon receipt by LESSOR of the End of Term Purchase Amount, OWNER shall sell the Aircraft to LESSEE in accordance with paragraph (f) of this Article 6.

(d) If LESSEE exercises the End of Term Return Option, then upon making such election, LESSEE shall place and keep the Aircraft in the condition required upon return of the Aircraft pursuant to the terms of this Lease. During the period from the giving of notice of LESSEE'S election to return the Aircraft until the date seven (7) days prior to the Scheduled Expiration Date, LESSEE, as agent for OWNER, but at no risk, expense or cost to OWNER of any kind whatsoever, shall use its best efforts (but in no event less effort than used to sell aircraft or equipment LESSEE owns itself) to sell the Aircraft in a commercially reasonable manner and to secure the highest obtainable bids for the purchase of the Aircraft. OWNER may, but shall be under no obligation to, solicit bids, inquire into the efforts of LESSEE to obtain bids or otherwise take any action in connection with any such sale. In the event LESSEE receives any bid during such period, LESSEE shall promptly certify to OWNER in writing the amount and terms of each such bid and the name and address of the person or entity submitting such bid. All of such bids shall be subject to the prior written approval of OWNER, and LESSEE shall inform all bidders of this requirement when requesting any bids. If OWNER receives the proceeds from such sale of the Aircraft, together with the Return Amount (as defined below), in immediately available funds on the Scheduled Expiration Date (such date, or any earlier date on which OWNER receives such amounts in immediately available funds, the "Sale Date"), then on the Sale Date OWNER shall sell the Aircraft for cash to the bidder, if any, that submitted the highest bid prior to the Sale Date and which was approved by OWNER. LESSEE shall pay to OWNER on the Sale Date an amount (the "Return Amount"), payable in immediately available funds, equal to the sum of: (i) any Regular Monthly Rental Payments due and payable on or before the Sale Date; (ii) all other amounts then due and owing under this Lease; and (iii) if the Net Sales Proceeds (as defined below) are less than the Stipulated Loss Value, the amount by which the Stipulated Loss Value exceeds the Net Sales Proceeds, but in no event more than the Maximum Lessee Risk Amount (as defined in Annex B). In the event the Net Sales Proceeds exceed the aggregate sum of the Stipulated Loss Value and clauses (i) and (ii) of the immediately preceding sentence, OWNER shall pay LESSEE the amount by which the Net Sales Proceeds exceed such amount. For purposes hereof, "Net Sales Proceeds" means the gross proceeds from the sale of the Aircraft pursuant to this paragraph minus (x) all remarketing fees and all reasonable costs, expenses and fees incurred in removing, storing, maintaining, repairing and selling or otherwise disposing of the Aircraft, including, without limitation, attorney's fees and (y) any sales, use,

value added, goods and services taxes, excise or other taxes imposed as a result of such sale (other than gross or net income taxes attributable to such sale of the Aircraft).

(e) If the Aircraft is not sold pursuant to the exercise by LESSEE of the End of Term Return Option on or before the Scheduled Expiration Date, then, on such Scheduled Expiration Date, LESSEE shall return the Aircraft to OWNER under the terms and in the condition required by this Lease and shall pay to OWNER an amount (the "No Sale Amount"), payable in immediately available funds, equal to the sum of: (i) any Regular Monthly Rental Payments due and payable on or before the Scheduled Expiration Date; (ii) all other amounts then due and owing under this Lease, including, without limitation, any amounts owed under Article 11; (iii) the Remarketing Fee (as defined in Annex B); and (iv) the Maximum Lessee Risk Amount (as defined in Annex B). If LESSEE has so returned the Aircraft and has paid OWNER the No Sale Amount, OWNER shall arrange for the commercially reasonable sale, scrap or other disposition of the Aircraft. Upon such sale, scrap or other disposition of the Aircraft (the "Disposition"), the proceeds thereof shall be allocated: first, to OWNER in an amount equal to the sum of: (v) all remarketing costs, including, without limitation, broker commissions, attorneys' fees, and expenses incurred in removing, storing, maintaining, repairing, selling and otherwise disposing of the Aircraft; (x) any sales, use, value added, goods and services taxes, excise or other taxes imposed as a result of the Disposition (other than gross or net income taxes of OWNER attributable to the Disposition); (y) Holdover Rent (as defined in Annex B) for the period from the Scheduled Expiration Date through and including the date on which OWNER receives the net proceeds of the Disposition in immediately available funds; and (z) the amount by which the Stipulated Loss Value exceeds the Maximum Lessee Risk Amount; second, to any unpaid portion of the No Sale Amount; and third, the excess, if any, to LESSEE.

(f) If LESSEE exercises the Early Purchase Option or the End of Term Purchase Option, or OWNER otherwise sells or disposes of the Aircraft in accordance with this Article 6 or any other Article of this Lease, upon receipt by OWNER of all amounts due and owing to OWNER as set forth in this Article 6 or any other Article of this Lease, OWNER shall deliver a bill of sale to LESSEE or the purchaser of the Aircraft, as the case may be, pursuant to which OWNER shall convey to LESSEE or such purchaser all of OWNER'S right, title and interest in and to the Aircraft (along with its rights and privileges, if any, under the warranties of the manufacturers of the Aircraft) on an "AS-IS WHERE-IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, BY, AND WITHOUT ANY RECOURSE TO, OWNER, other than for liens created directly by OWNER.

(g) LESSEE and OWNER agree that neither the Early Purchase Option Amount nor the End of Term Purchase Amount will be less than the Minimum Purchase Option Percentage (as defined in Annex A) of the Total Aircraft Price.

7. **INSURANCE.** LESSEE shall, at LESSEE'S expense, secure and maintain in effect throughout the term of this Lease, as a minimum, hull and liability insurance coverage ("Hull and Liability Insurance") on the Aircraft as follows:

- (a) Bodily Injury and Death Liability (Including Passengers) and Property Damage Liability ("Liability Insurance") \$25,000,000.00 Single Limit

Hull insurance ("Hull Insurance") shall be in an amount at all times that is not less than the greater of the Aircraft's Stipulated Loss Value at the beginning of each policy period or its fair market value. The Aircraft's fair market value shall be determined by reference to its "Average Retail" value as published in the then current Aircraft Bluebook Price Digest, which is currently published quarterly by Intertec Publishing Corporation. If at any time during this Lease the Aircraft Bluebook Price Digest is not published on at least a quarterly basis, reference shall be made to any similar publication designated by OWNER.

(b) All Hull and Liability Insurance shall be written in the name of LESSEE, shall name OWNER as loss payee and as an additional insured and shall provide for at least thirty (30) days' prior written notice to OWNER of any modification or cancellation. Hull Insurance shall be all risk ground and flight, include a breach of warranty endorsement in favor of OWNER and provide coverage for foreign object damage and war and confiscation risk. All Hull and Liability Insurance shall be written by insurance companies and with terms (including, without limitation, maximum deductibles) acceptable to OWNER and shall provide for all claims and proceeds to be payable exclusively in U.S. Dollars.

(c) LESSEE shall furnish OWNER copies of all Hull and Liability Insurance policies and all endorsements and attachments thereto immediately following Lessee's receipt thereof, whether the insurance is purchased at the beginning or during the term of this Lease.

8. RISK OF LOSS. All risks of loss or damage to the Aircraft, from whatever cause, will be assumed by LESSEE on the Delivery Date. It is the intent of the parties that this Article 8 be construed in all events so that OWNER shall be paid in full for every loss, charge or expense it suffers or incurs in connection with any loss, damage, destruction, seizure, condemnation, confiscation or taking of the Aircraft, whether partial or total. Upon the occurrence of any such event, LESSEE shall promptly report the same to the Hull and Liability Insurance company, OWNER and all applicable federal, state, and other governmental agencies, shall furnish such information and execute such documents as may be required for OWNER to make claim under the applicable Hull and Liability Insurance policies, and shall, in the case of any seizure, condemnation, confiscation or taking, take all necessary action to secure release of the Aircraft and the rights and liabilities of the parties shall be as follows:

(a) In the event the Aircraft is lost or damaged beyond repair or seized, condemned, confiscated or in any manner taken by the Government of the United States or any foreign government or any political subdivision thereof or any agencies of any such governments or political subdivisions, or by any terrorist or terrorist group or by any other party, person or persons whatsoever, LESSEE shall, on the earlier of ten (10) days after any payment by the Hull Insurance company of any claim made in respect of any such loss or other event or ninety (90) days after the date of any such loss or other event, pay OWNER an amount equal to the Stipulated Loss Value of the Aircraft on the date of such payment by LESSEE to OWNER as determined by reference to Annex D to this Lease, plus all other sums due under this Lease, less the amount of any proceeds of the Hull Insurance received by OWNER in respect of such loss or other event. LESSEE shall continue to pay the Regular Monthly Rental Payments and all other sums due under this Lease as the same become due until receipt by OWNER of payment from the Hull Insurance company and LESSEE as set forth above. In the event the term of this Lease and any extensions thereof, should expire before receipt by OWNER of payment from the Hull Insurance company and LESSEE as set forth above, LESSEE shall pay OWNER Holdover Rent (as defined in Annex B to this Lease) for each day which elapses between the date the Lease term expires and the date upon which OWNER receives payment from the Hull Insurance company and LESSEE as set forth above. Upon receipt by OWNER of all payments from the Hull Insurance company and LESSEE as above set forth, this Lease shall end. In the event of full payment by LESSEE prior to OWNER'S receipt of any Hull Insurance proceeds, OWNER will assign to LESSEE all claims it may have against the Hull Insurance company under the Hull Insurance policy and, in the case of any such seizure, condemnation, confiscation or taking, will transfer to LESSEE its interest in the Aircraft in accordance with paragraph (f) of Article 6; provided, however, that LESSEE shall pay or reimburse OWNER for all costs incurred by OWNER in connection with such transfer including, without limitation, any sales, use, value added, goods and services taxes, excise or other taxes.

(b) If the Aircraft is only partially damaged, this Lease shall remain in full force and effect and LESSEE shall at its cost and expense, repair the Aircraft so as to place it as nearly as possible in the same condition as it was before the damage. To the extent such damage is covered by the above-described Hull Insurance, OWNER, upon receiving from LESSEE such information and such documents as may be required, shall make claim under the Hull Insurance policy and shall promptly reimburse LESSEE for the cost of repairing the Aircraft to the full extent of, but not more than, the net amount of any Hull Insurance recovery actually received, provided, however, that no such payment shall be made if LESSEE has not paid all amounts then owing under this Lease and the payment shall not be made until the repairs have been approved by OWNER or its designees. During the period the Aircraft is being repaired, LESSEE shall continue to pay the Regular Monthly Rental Payments and all other sums due under this Lease as they become due. In the event the term of this Lease and any extensions thereof, should expire before the repairs are completed, LESSEE shall pay OWNER Holdover Rent (as defined in Annex B to this Lease) for each day which elapses between the date the Lease term expires and the date upon which the repairs are completed. If payment for the damage to the Aircraft is not made to OWNER by the Hull Insurance company, LESSEE shall be obligated to repair the Aircraft at its sole cost and expense and OWNER will thereafter assign to LESSEE all claims it may have against the Hull Insurance company for the damages to the Aircraft.

9. INSIGNIA. LESSEE may affix to the Aircraft any proper advertisement or insignia designed by LESSEE to indicate the same is being used in the business of LESSEE. At the expiration or termination of this Lease, LESSEE agrees at its expense to remove such advertisement or insignia and to restore the paint of the Aircraft so as to put it as nearly as possible in the same condition as it was at the time of delivery. Failure of LESSEE to so remove such advertisement or insignia shall make LESSEE liable to OWNER for the cost of such removal, which cost LESSEE agrees to pay to OWNER upon demand.

10. LESSEE COVENANTS. LESSEE covenants and agrees:

(a) to obtain all licenses and registrations (except Federal Aviation Administration ("FAA") registration of the Aircraft) required by law; to pay all taxes, assessments, licenses and other fees and charges (including, without limitation, penalties and interest) imposed by any international, national, state, or municipal government or other public or airport authority of any nature whatsoever against, on or with respect to LESSEE or its successors, the Aircraft or any part or interest therein or

any use, operation or maintenance thereof, this Lease or the transactions contemplated by this Lease (including, without limitation, the use, sale, subletting, alteration, replacement, sublease, non-use, lease or transfer of the Aircraft or any part thereof), OWNER'S purchase of the Aircraft for lease to LESSEE under this Lease, or any amounts paid under or in connection with this Lease (including, without limitation, any sublease of the Aircraft or any part thereof), whether the same be payable by or assessed against OWNER or LESSEE and whether assessed during the term or after the expiration or cancellation of this Lease, and to save OWNER free and harmless therefrom or, if under local law or custom payment therefor may be made only by OWNER, to reimburse OWNER upon demand for any such payments made by OWNER; to file any returns or reports in connection with the foregoing required of either OWNER or LESSEE except when OWNER makes payment as aforesaid;

(b) that the Aircraft will be used and operated (i) in accordance with the operating instructions of the manufacturers; (ii) in conformity with all laws, ordinances, rules and regulations, international, national, state, municipal or otherwise, now existing or hereafter enacted, controlling or in any way affecting the operation, use or possession of the Aircraft or the use of any airport premises by the Aircraft; and (iii) only in compliance with the conditions and limitations set forth in the applications for or policies of Hull and Liability Insurance made or issued pursuant to the terms of this Lease and the Aircraft shall not be used and operated for any purpose or in any manner or area which is excluded or prohibited by said Hull and Liability Insurance policies or this Lease, unless prior to such use LESSEE first obtains appropriate additional Hull and Liability Insurance coverage and advises OWNER in writing, (all such additional Hull and Liability Insurance to be subject to approval by OWNER);

(c) at LESSEE'S expense, to (i) keep the Aircraft enrolled and participating at all times in the manufacturer's CESSCOM Maintenance Monitoring System and the Engine Maintenance Support Contract, if any, required by Annex B to this Lease; (ii) maintain and keep the Aircraft in good order and repair and completely airworthy, which shall include, but shall not be limited to, maintenance and repair in accordance with the requirements of the FAA and the manufacturers' recommendations; and (iii) replace within a reasonable time any and all parts or equipment, including engines, which may be worn out, lost, destroyed, confiscated or otherwise rendered unsatisfactory or unavailable for use in or on the Aircraft, which replacements shall be in good operating condition, have a value, utility, and quality at least equal to the property replaced if such property were in good operating condition and be free and clear of all liens and encumbrances, and LESSEE shall, at OWNER'S request and at LESSEE'S expense, furnish or cause OWNER to be furnished with such bills of sale or other title documentation (in form and substance satisfactory to OWNER) for such replacements as OWNER may request; it being understood that for so long (and for only so long) as LESSEE shall not be in default under this Lease and no event shall have occurred that would become an Event of Default under this Lease with the passage of time, LESSEE shall be entitled to exercise OWNER'S rights and privileges under the warranties of the manufacturers of the Aircraft, the terms of which warranties are known and understood by LESSEE, and that, except in case of emergencies, all major repairs (as defined in 14 C.F.R., Part 43, Appendix A, subparagraph (b)) and major maintenance (that is, any maintenance reasonably expected to cost more than \$25,000.00) shall be performed at service facilities approved by Cessna Aircraft Company for the model of aircraft covered by this Lease;

(d) at LESSEE'S expense (i) to cause all inspections and all major overhauls on the Aircraft and its engines to be performed as required by the FAA and as recommended by the manufacturers; (ii) to comply with all directives and requirements of the FAA or any other governmental authority having jurisdiction or authority over the Aircraft; and (iii) to comply with the manufacturers' service letters and bulletins applicable to the Aircraft;

(e) that LESSEE shall not make any alterations or modifications to the Aircraft or install any additional equipment (including, without limitation, rental engines) on or in the Aircraft without the prior written consent of OWNER; that unless otherwise agreed in writing prior to installation, all additional equipment installed in the Aircraft shall become the property of OWNER at the time of installation, be included in the definition of the Aircraft, and subject to all of the terms and conditions of this Lease;

(f) that, neither this Lease nor LESSEE'S rights under this Lease shall be assignable by LESSEE nor shall the Aircraft be subleased or loaned without the prior written consent of OWNER and LESSEE will not permit any charge, lien, or encumbrance of any nature to be placed or to remain upon the Aircraft other than (i) liens created by OWNER; (ii) liens for taxes either not yet due or being contested in good faith by appropriate proceedings (and for the payment of which adequate security has been provided by LESSEE, and LESSEE shall immediately notify OWNER of all such contested liens) so long as such proceedings do not involve any significant likelihood of the seizure, sale, forfeiture or loss of all or any part of the Aircraft; and (iii) materialmen's, mechanics', workmen's, repairmen's, employees' carriers, hangerkeeper's or other like liens arising in the ordinary course of business for amounts the payment of which are either not yet due or are being contested in good faith by appropriate proceedings (and for the payment of which adequate security has been provided by LESSEE, and LESSEE shall immediately notify OWNER of all such contested liens);

(g) to inspect the Aircraft upon receipt and furnish OWNER a Delivery and Acceptance Receipt; upon acceptance it shall be conclusively presumed that LESSEE accepted the Aircraft in its then condition and that it has been found by LESSEE to be in good, safe and serviceable condition and fit for LESSEE'S intended use; to permit OWNER and its designees at all reasonable times to inspect the Aircraft to determine its condition and to ascertain whether or not LESSEE is performing its agreements relative to proper care and maintenance of the Aircraft; and to furnish any information with respect to the Aircraft and its use and maintenance that OWNER may reasonably request;

(h) to be liable to OWNER for, and indemnify, protect, save and hold harmless OWNER against, any and all damage to the Aircraft which occurs in any manner from any cause or causes during the term of this Lease or until the re-delivery of the Aircraft to OWNER, except to the extent that OWNER shall be promptly paid for such damage pursuant to the Hull Insurance, and to indemnify, protect, save and hold harmless, on an after-tax basis, OWNER and OWNER'S directors, officers, employees and agents (each, an "Indemnified Person") from and against any and all claims, demands, liabilities, obligations, losses, damages, actions, suits, penalties, sanctions, fines, forfeitures, costs, expenses, and disbursements (including, without limitation, reasonable attorney and investigative fees and expenses) of whatsoever kind or nature which are imposed on, asserted against or incurred by any Indemnified Person or the Aircraft in any way relating to, arising out of or occasioned by LESSEE'S use, operation or maintenance of the Aircraft during the term of this Lease or until re-delivery of the Aircraft to OWNER and that this covenant of indemnity shall survive the expiration, cancellation or termination of this Lease;

(i) to maintain all records, logs, and other materials required by the FAA or any other governmental authority to be maintained in respect of the Aircraft, to make the same available at all reasonable times for inspection by OWNER and at the expiration or termination of this Lease to deliver such materials to OWNER;

(j) to permit the Aircraft to be operated only by a pilot having completed a training course approved by Cessna Aircraft Company for the operation of the type of aircraft covered by this Lease, and having a current certificate as required by the FAA and which meets the minimum requirements of the above-described Hull and Liability Insurance policies, certificates or applications;

(k) to pay for all fuel, oil and other consumables for operation of the Aircraft; and

(l) to maintain a hangar facility for storage of the Aircraft at the airport identified in accordance with Article 3.

11. RETURN OF AIRCRAFT. Provided that LESSEE does not exercise any Early Purchase Option or the End of Term Purchase Option, on the Scheduled Expiration Date, pursuant to the exercise by Lessee of the End of Term Return Option or, on such earlier date after the occurrence of an Event of Default pursuant to a Return Notice (the Scheduled Expiration Date or any early date being hereinafter collectively referred to as the "Expiration Date"), LESSEE shall deliver possession of the Aircraft to OWNER at Wichita, Kansas, or at another mutually acceptable location, in as good operating order, repair, condition, and appearance as when first delivered to LESSEE, excepting only normal wear, with all systems operating normally, a current U.S. Airworthiness Certificate, no open mandatory service bulletins, service letters, manufacturers' directives or airworthiness directives and with all amounts due under the Engine Maintenance Support Contract, if required by Annex B, paid current. In the event the Aircraft is not returned to OWNER in compliance with the foregoing return requirement, LESSEE shall pay OWNER the amount necessary to put the Aircraft in such condition, plus Holdover Rent (as defined in Annex B) until OWNER is able (with the exercise of due diligence) to put the Aircraft into such condition. In the event that the Aircraft suffers any damage during the term of this Lease which requires the use of an FAA Form 337 or its successor, regardless of whether LESSEE has repaired any such damage, LESSEE shall compensate OWNER in an amount equal to the excess, if any, of the fair market value of other aircraft of a similar make, model, specifications, age and hours on the date of the return of the Aircraft (the "Return Date"), which have not suffered any such damage over the fair market value of the Aircraft on the Return Date.

12. LESSEE REPRESENTATIONS AND WARRANTIES. LESSEE hereby represents and warrants to OWNER that on the date of this Lease and at all times during the term of this Lease:

(a) LESSEE has adequate power and capacity to enter into, and perform under, this Lease and all related documents (collectively, the "Documents") and is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction where the Aircraft is to be based.

(b) The Documents have been duly authorized, executed and delivered by LESSEE and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies provided in the Documents may be limited under applicable bankruptcy and insolvency laws.

(c) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by LESSEE of the Documents except such as have already been obtained.

(d) The entry into and performance by LESSEE of the Documents will not: (i) violate any judgment, order, law or regulation applicable to LESSEE or any provision of LESSEE'S Articles of Incorporation or Bylaws; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon the Aircraft pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Lease) to which LESSEE is a party.

(e) There are no suits or proceedings, pending or threatened, in court or before any commission, board or other administrative agency against or affecting LESSEE, which would have a material adverse effect on the ability of LESSEE to fulfill its obligations under this Lease.

(f) Each balance sheet and statement of income and all other financial information delivered to OWNER has been prepared in accordance with generally accepted accounting principles, and since the date of the most recent such balance sheet, statement of income, and other financial information, there has been no material adverse change.

(g) If LESSEE is a corporation, limited liability company, limited partnership, or limited liability partnership, LESSEE is and will be at all times validly existing and in good standing under the laws of the jurisdiction of its organization.

(h) LESSEE is and will continue to be a "Citizen of the United States" within the meaning of the Federal Aviation Act of 1958, as amended.

(i) LESSEE has selected the Aircraft, manufacturer and vendor of the Aircraft, and approves of all maintenance facilities required by this Lease. The parties agree that this lease is a "Finance Lease" as defined by section 2A-103(g) of the Uniform Commercial Code.

13. **EVENT OF DEFAULT BY LESSEE.** Without limiting the generality of what follows, at least each of the following events shall constitute an event of default ("Event of Default") (whether any such event shall be voluntary or involuntary, or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) LESSEE fails to make any Regular Monthly Rental Payment or to pay any other amount within three (3) days of when the same shall have become due under this Lease.

(b) Any representation or warranty made by LESSEE in this Lease or in any document or certificate furnished to OWNER in connection with or pursuant to this Lease is at any time proven to have been incorrect in any material respect at the time made.

(c) After notice and a three (3) day period to cure, LESSEE fails to repair and maintain the Aircraft in accordance with this Lease or provide adequate assurances of such repair acceptable to OWNER in its sole discretion.

(d) The Aircraft is or is about to be: (i) misused; (ii) abandoned; (iii) used for any unlawful purpose; or (iv) based or operated contrary to Article 3 of this Lease.

(e) LESSEE: (i) ceases doing business as a going concern; (ii) liquidates or transfers substantially all its assets; (iii) dissolves or has its legal existence terminated; (iv) makes an assignment for the benefit of creditors; (v) becomes insolvent; (vi) commences any proceeding under any reorganization, bankruptcy, insolvency, arrangement, dissolution, winding-up, adjustment, composition or liquidation law or statute of any jurisdiction, whether now or hereafter in effect (hereinafter called "Proceedings"), other than any Proceedings instituted as part of a bona fide business reorganization and not as a result of LESSEE'S inability or likely inability to meet its obligations as they fall due; (vii) has commenced against it any Proceedings and such Proceedings remain undischarged for a period of sixty (60) days; (viii) has appointed against it or any portion of its property any receiver, trustee, liquidator or sequestrator and such receiver, trustee, liquidator or sequestrator is not discharged within a period of sixty (60) days; or (ix) by any act indicates consent to, approval of, or acquiescence in any Proceedings for the appointment of any receiver, trustee, liquidator or sequestrator for LESSEE or any substantial portion of LESSEE'S property.

(f) LESSEE defaults under any other agreement it may then have with OWNER and such default has not been waived in writing signed by OWNER or cured within any applicable cure or grace period under such other agreement.

(g) Any execution, attachment, sequestration, extent, distress or analogous process becomes enforceable against LESSEE or is levied upon the Aircraft unless said proceeding or process: (i) is immediately discharged; or (ii) is in good faith disputed and execution thereof effectively stayed and OWNER is given security satisfactory to OWNER to ensure payment in full of the amount claimed.

(h) Any insurance required to be placed or maintained pursuant to the provisions of this Lease matures, expires, lapses, or is canceled and not replaced prior to the effective date of such maturity, expiration, cancellation or lapse by another policy or policies conforming to the requirements of this Lease, or LESSEE becomes delinquent in making premium payments for such insurance, or any existing insurer becomes insolvent, commits any act of bankruptcy, or becomes subject to any receivership or other similar proceeding; provided, however, if the required war and confiscation insurance coverage is cancelled or terminated for any reason, LESSEE shall have seven (7) days from such ~~the~~ date of such cancellation to secure like replacement coverage (regardless of premium costs) during which time the Aircraft shall not be operated outside of the continental United States. In the event that war and confiscation coverage becomes totally unavailable from any insurance company, government, or other commercial source of insurance, LESSEE shall not be in default under this Lease; provided, however, that the Aircraft shall not be operated outside of the continental United States and that LESSEE shall obtain war and confiscation insurance as soon as such coverage becomes available from any such source.

(i) Any material adverse change occurs in LESSEE'S financial condition for any reason; provided, that material adverse change shall not include the adoption of new accounting standards as described in the June 30, 2001 IOQ of Western Resources, Inc.

(j) Any Guarantor attempts to terminate its guarantee or does or has done to it any one or more of the occurrences described in this Article as an Event of Default.

(k) LESSEE attempts to assign or transfer an interest in the Aircraft or in any of its rights under this Lease to another party without OWNER'S prior written consent.

(l) LESSEE or any person exercising control over the Aircraft fails or refuses to allow OWNER to inspect the Aircraft upon demand at any reasonable time.

(m) OWNER, in good faith, believes that there is an impairment of the prospect of LESSEE'S complete and timely performance under this Lease or of OWNER'S ability to protect its interests under this Lease by reliance on its rights to recover the Aircraft.

(n) LESSEE fails to perform or observe any covenant, condition or agreement to be performed or observed by it under this Lease.

(o) If LESSEE is engaged in the air transportation business, LESSEE'S voluntary suspension of a substantial portion of its licensed operations, other than suspensions of a temporary nature resulting from a strike or similar event not within the control of LESSEE (or a lockout in reasonable contemplation thereof), or any license issued by the aviation authority having jurisdiction authorizing LESSEE to engage in air transportation ceases to be in full force and effect to such an extent as to curtail substantially the method of operation of LESSEE or the Aircraft.

14. REMEDIES.

(a) If one or more Events of Default shall have occurred and be continuing, OWNER may, at its option, without notice of its election and without demand, declare this Lease to be in default and, at any time thereafter, may exercise one or more of the following remedies, all of which are hereby authorized by LESSEE:

(i) OWNER may exercise any right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Lease, to recover damages for the breach of this Lease, and/or to rescind or terminate this Lease.

(ii) OWNER may enter into the premises where the Aircraft is located and take possession of and remove the Aircraft, with or without notice to LESSEE, and with or without legal proceedings, all without liability of OWNER to LESSEE for or by reason of such entry or taking of possession, whether for the restoration of damage to property caused by such taking or otherwise. In removing the Aircraft OWNER may, if permitted by law, use any of LESSEE'S licenses in respect of the Aircraft.

(iii) OWNER may, by notice to LESSEE (an "Event of Default Payment Notice" [which may form part of the Collateral Liquidation Notice, as defined below]) specifying a payment date which shall be at least ten (10) days after the date of such notice, demand that LESSEE pay to OWNER, and LESSEE shall pay to OWNER in immediately available funds on the payment date specified in such notice, as liquidated damages and not as a penalty, the aggregate of (1) the applicable Stipulated Loss Value determined as of the Monthly Rental Payment Date next following the date on which the Event of Default occurred; (2) unpaid Regular Monthly Rental Payments prorated on a daily basis to the payment date specified in such notice; (3) any applicable sales or other taxes, imposts, duties, charges, fees or expenses arising, incurred by OWNER or payable in connection with the exercise by OWNER of its rights under this Lease; and (4) any other amounts due and owing to OWNER under this Lease (the aggregate total of clauses (1), (2), (3) and (4) above being hereinafter referred to as the "Event of Default Amount"). Upon receipt by OWNER from LESSEE of the Event of Default Amount, OWNER shall transfer the Aircraft to LESSEE, in accordance with paragraph (f) of Article 6.

(iv) OWNER may deliver to LESSEE a notice (a "Return Notice") demanding that LESSEE return the Aircraft. Upon delivery of a Return Notice to LESSEE, LESSEE shall return the Aircraft to OWNER at the place and in the manner and in the condition required by Article 11, as if the Aircraft were being returned at the end of the term of this Lease.

(v) OWNER may apply all or part of any security deposit, letter of credit, or other additional security to any monetary default under this Lease.

(b) If OWNER takes possession of the Aircraft pursuant to Article 14(a)(i), (ii) or (iv), OWNER, after giving LESSEE reasonable notice thereof ("Collateral Liquidation Notice"), shall, free and clear of any rights of LESSEE, either sell the Aircraft at a commercially reasonable public or private sale as OWNER may determine in its sole discretion or lease the Aircraft to any other lessee for such consideration and on such terms and conditions as OWNER shall reasonably determine. Any notice of sale, lease, disposition or other intended action delivered by OWNER to LESSEE in accordance with the notice provisions of this Lease, at least ten (10) days before such action, shall constitute reasonable notice to LESSEE.

(i) If OWNER elects to sell the Aircraft, OWNER shall apply the proceeds of any such sale towards payment of all amounts due or owing to OWNER under this Lease at the time of any such application, including, without limitation (A) the Event of Default Amount (calculated as in Article 14(a)(iii)); (B) a remarketing fee in the amount of five percent (5 %) of the applicable Stipulated Loss Value determined as of the Monthly Rental Payment Date next following the date on which the Event of Default occurred; (C) all of OWNER'S costs and expenses relating to the repossession and sale of the Aircraft, including, without limitation, the fees and other costs and expenses referred to in Article 14(e); and (D) interest from and including the payment date specified in the applicable notice to the date of payment at the highest applicable rate allowed by law [but not more than one and one-half percent (1-1/2%) per month or fraction thereof]. If the net proceeds from any such sale are insufficient to cover the payment of all such amounts, LESSEE shall continue to be liable to OWNER for the deficiency. If the net proceeds from any such sale result in a surplus after paying all of such amounts, OWNER shall pay over to LESSEE such surplus within thirty (30) days of receipt of such proceeds, without interest.

(ii) If OWNER elects to lease the Aircraft, rather than sell the Aircraft, OWNER shall be entitled to recover as damages against LESSEE and LESSEE shall pay to OWNER, (A) unpaid Regular Monthly Rental Payments prorated on a daily basis to the date OWNER enters into a new lease of the Aircraft; (B) the difference, if any, of the Stipulated Loss Value, as of the date OWNER delivers the Aircraft to the new lessee under the new lease, minus the present value, determined as of such date, of the aggregate sum of all of the rent payments for the then remaining term of the new lease; (C) a remarketing fee in the amount of five percent (5 %) of the applicable Stipulated Loss Value determined as of the Monthly Rental Payment Date next following the date on which the Event of Default occurred; and (D) all of OWNER'S costs and expenses relating to the repossession and re-leasing of the Aircraft, including, without limitation, the fees and other costs and expenses referred to in Article 14(e). The present values referred to in this Article 14(b) shall be calculated using the three-month London

Interbank Offered Rate ("LIBOR"), as published on the date OWNER enters into a new lease of the Aircraft, plus 3.35 percent per annum, as the discount rate.

(c) At any disposition of the Aircraft pursuant to this Article 14, whether under the power of sale provided for in this Article 14 or by virtue of judicial proceedings or in any other manner, it shall not be necessary for OWNER or a public officer under order of a court to have present, physical or constructive possession of the Aircraft. Any disposition under this Article 14 of all or any part of the Aircraft or any interest therein shall forever be a perpetual bar against LESSEE with respect to the Aircraft or an interest therein, as the case may be.

(d) In the event LESSEE fails to repair and maintain the Aircraft, discharge all liens, secure all licenses or registrations, pay all taxes, assessments, licenses, and other fees or charges or perform any other agreement, obligation or covenant under this Lease with respect to the Aircraft, OWNER may (but shall have no obligation to) do so. All amounts paid by OWNER and all costs and expenses incurred by OWNER in connection therewith shall be repaid by LESSEE to OWNER upon demand, together with interest thereon at the highest applicable rate allowed by law (but not more than one and one-half percent (1-1/2%) per month or fraction thereof) until OWNER is repaid.

(e) LESSEE shall reimburse, hold harmless, and indemnify OWNER for any expenses or other amounts (including, without limitation, OWNER'S attorneys' fees, court costs and any other expenses OWNER incurs relating to the Aircraft) that OWNER incurs to collect damages or any other amounts that LESSEE owes under this Lease, or to otherwise enforce or defend any of OWNER'S rights under this Lease or with respect to the Aircraft. In addition, LESSEE shall reimburse, hold harmless, and indemnify OWNER for any expenses or other amounts relating to the disposition, return, repossession, sale, re-leasing, of the Aircraft including, without limitation, the costs of ferry, storage, repairs, fuel, sales commissions, marketing, advertising, and all other reasonable fees incurred by OWNER. LESSEE'S indemnification obligations under this Article 14 (e) shall survive the termination, cancellation, or expiration of this Lease.

(f) No remedy referred to in this Article 14 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to OWNER at law or in equity, and the exercise or beginning of exercise or abandonment of exercise by OWNER of any remedy shall not preclude the simultaneous or later exercise by OWNER of any other remedy. Notwithstanding the foregoing, if Lessee pays to OWNER all of the amounts specified in Article 14(a)(iii), then OWNER shall transfer title to the Aircraft to LESSEE in accordance with Article 6(f). OWNER'S failure to enforce strictly any provision of this Lease shall not be construed as a waiver of that provision unless expressly waived in a writing signed by OWNER. No express or implied waiver by OWNER of any Event of Default shall in any way be, or be construed to be, a waiver of any other existing or subsequent Event of Default. To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise with respect to the sale of the Aircraft, if any, as set forth in this Article 14 or which may otherwise limit or modify any of OWNER'S rights or remedies under this Article 14.

15. TAX TREATMENT AND BENEFITS; NO LEGAL OR TAX ADVICE.

(a) The parties to this Lease intend that this Lease be treated as a loan and that LESSEE be treated as the owner of the Aircraft for income tax purposes. Accordingly, OWNER agrees (i) to treat LESSEE as the owner of the Aircraft on its Federal, state and local income tax returns, and (ii) not to take actions or positions inconsistent with such treatment on or with respect to any audit of its Federal, state or local income tax returns and not to claim any tax benefits available to an owner of the Aircraft on or with respect to any audit of its Federal, state or local income tax returns. The foregoing undertakings by OWNER shall not be violated by OWNER'S taking a tax position through inadvertence so long as such inadvertent tax position is reversed by OWNER promptly upon its discovery. OWNER shall in no event be liable to LESSEE if LESSEE fails to secure any of the tax benefits available to the owner of the Aircraft for any reason whatsoever.

(b) LESSEE understands and acknowledges that this Lease and the other Documents have Federal, state, and local tax implications, that LESSEE has had the opportunity to consult with a certified public accountant or other tax professional, and that LESSEE has either consulted with a certified public accountant or other tax professional or consciously decided not to consult with a certified public accountant or other tax professional. LESSEE further acknowledges that this Lease and the other Documents contain legally binding provisions, that LESSEE has had the opportunity to consult with an attorney, and that LESSEE has either consulted with an attorney or consciously decided not to consult with an attorney. LESSEE represents and warrants that neither OWNER nor OWNER'S attorneys or accountants have provided LESSEE with any legal and/or tax advice and that no attorney-client or other professional relationship exists between LESSEE and OWNER or OWNER'S attorneys or accountants.

16. **FAIR MARKET VALUE OF AIRCRAFT.** Unless the language of any provision in this Lease expressly provides otherwise, all references to the Aircraft's "fair market value" for any purpose under this Lease shall mean the fair market value of the Aircraft assuming that it is brought into compliance with the return requirements specified in Article 11 of this Lease.

17. **NO AGENCY OR OTHER RELATIONSHIPS CREATED.** LESSEE shall at no time during this Lease for any purpose whatsoever including, without limitation, for any purpose relating to the care, maintenance or operation of the Aircraft, be or become the agent of OWNER (other than with respect to the acceptance of the Aircraft under Article 2), and OWNER shall not be responsible for the acts and omissions of LESSEE or LESSEE'S agents. Except as expressly provided for in this Lease, OWNER shall at no time for any purpose be or become the agent of LESSEE. LESSEE also understands, acknowledges, and agrees that this Lease does not create a partnership, joint venture, corporation, limited liability company, or other association between LESSEE and OWNER.

18. **NO WITHHOLDINGS; SURVIVAL OF INDEMNITIES.**

(a) LESSEE agrees that each Regular Monthly Rental Payment, all other amounts then due and owing under this Lease, and any other indemnity or other payment paid by LESSEE under any other Document, shall be free of all withholdings or deductions with respect to any and all fees (including, without limitation, license, recording, documentation and registration fees), taxes (including, without limitation, income, gross receipts, sales, rental, use, turnover, value added, property, ad valorem, excise and stamp taxes) license, levies, impost, duties, recording charges and assessments of any kind whatsoever that are in the nature of taxes or other governmental charges including interest, penalties and additions to tax (each, individually a "Tax" and collectively, "Taxes") (other than U.S. federal, state or local withholding taxes on, based on or measured by gross or net income of OWNER), and in the event that LESSEE shall be required by applicable law to make any such withholding or deduction for any such payment or indemnity (i) LESSEE shall make all such withholdings or deductions, (ii) the amount payable by LESSEE shall be increased so that after making all required withholdings or deductions OWNER receives the same amount that it would have received had no such withholdings or deductions been made, and (iii) LESSEE shall pay the full amount withheld or deducted to the relevant taxing authority in accordance with applicable law.

(b) LESSEE agrees that, with respect to any payment or indemnity to OWNER under this Lease, LESSEE'S indemnity obligations shall include an amount necessary to hold OWNER harmless from all Taxes required to be paid by OWNER with respect to the receipt or accrual of such payment or indemnity (including any payment by OWNER of any Taxes with respect to the receipt or accrual of such amount necessary to hold OWNER harmless from all Taxes). LESSEE'S indemnity obligations under this Lease shall survive the termination of this Lease.

19. **NOTICE.** All notices, requests, demands, and other communications required to or permitted to be given under this Lease shall be in writing and shall be effective and binding on the parties upon: (a) actual delivery; (b) three (3) days after deposited in the United States mail with first class postage prepaid; (c) one (1) business day after deposited with a private or government overnight delivery service (including, without limitation, Federal Express or DHL); or (d) when transmitted by telex or facsimile to either to the addresses shown on this Lease, or to any other address provided by the parties.

20. **SEVERABILITY.** If any provisions of this Lease are invalid or cannot be enforced for any reason, the remainder of this Lease will stay in effect. Any provisions of this Lease that are contrary to applicable law will be considered to be modified to the extent required to conform with the law, if possible, or otherwise omitted from this Lease.

21. **HEADINGS AND CORRECTIONS.** The headings in this Lease are for convenience only and will not be used to interpret or change the provisions of this Lease in any way. OWNER may correct patent errors in this Lease and fill in blanks such as serial and lease numbers, dates and the like.

22. **ENTIRE AGREEMENT; MODIFICATION; BINDING ON SUCCESSORS AND ASSIGNS; ASSIGNMENT.** This Lease, which, together with the referenced Annexes all of which are incorporated into this Lease by reference, constitutes the entire agreement between the parties, shall be binding on the heirs, executors, administrators, successors and assigns of LESSEE and inure to the benefit of OWNER'S successors and assigns. OWNER may assign its rights under this Lease and when so assigned, this Lease shall be free from any charges, claims, or defenses whatsoever which LESSEE may have against OWNER. All payments or other money due under this Lease shall be paid by LESSEE to such assignee without recoupment, setoff or counterclaim, either in law or in equity. Except as elsewhere herein provided, any change or modification to this Lease shall be in writing and signed by the parties, including, without limitation, signatures affixed pursuant to a valid power of attorney.

23. GOVERNING LAW AND JURISDICTION. THIS LEASE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, IRRESPECTIVE OF SUCH STATE'S CHOICE OF LAW PRINCIPLES, WHERE THIS LEASE HAS BEEN EXECUTED BY AND DELIVERED TO OWNER. FOR EVERYTHING RELATED TO THE INTERPRETATION OF, COMPLIANCE WITH, OR JUDICIAL REQUEST FOR PAYMENT OR ENFORCEMENT OF THE OBLIGATIONS UNDERTAKEN IN THIS LEASE, OWNER AND LESSEE HEREBY IRREVOCABLY AND EXPRESSLY SUBMIT TO THE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS OF KANSAS, SITTING IN WICHITA, KANSAS. LESSEE EXPRESSLY WAIVES ANY OTHER JURISDICTION TO WHICH IT MIGHT BE ENTITLED TO BY REASON OF ITS PRESENT OR FUTURE DOMICILE OR FOR ANY OTHER REASON WHATSOEVER. NOTHING HEREIN SHALL PREVENT OWNER FROM FILING SUIT OR TAKING ANY OTHER ACTION WHATSOEVER IN THE COMPETENT COURTS OF ANY OTHER STATE OR COUNTRY WHERE ALL OR PART OF THE AIRCRAFT IS LOCATED AT ANY TIME AND LESSEE HEREBY IRREVOCABLY AND EXPRESSLY SUBMITS TO THE JURISDICTION OF SAID COURTS.

24. TIME IS OF THE ESSENCE. Time is of the essence in this Lease.

25. NO OWNER WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY; LESSEE WAIVERS.

(a) OWNER MAKES NO WARRANTIES WHATSOEVER CONCERNING THE AIRCRAFT, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THOSE SET FORTH ON THE FACE OF THIS LEASE, WHETHER OF MERCHANTABILITY, DESCRIPTION, DURABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR OTHERWISE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED. OWNER HAS NOT AUTHORIZED ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, CESSNA AIRCRAFT COMPANY, ITS OFFICERS, AGENTS OR EMPLOYEES, TO MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, GUARANTEES, COVENANTS OR AGREEMENTS, ORAL OR WRITTEN, CONCERNING THE AIRCRAFT OR THIS LEASE ON OWNER'S BEHALF, AND LESSEE ACKNOWLEDGES AND AGREES THAT NO SUCH THIRD PARTY IS THE AGENT OF OWNER AND THAT OWNER SHALL NOT BE BOUND BY ANY SUCH PURPORTED REPRESENTATIONS, WARRANTIES, PROMISES, GUARANTEES, COVENANTS OR AGREEMENTS.

(b) OWNER SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE AIRCRAFT OR THE USE THEREOF, WHETHER SUCH DAMAGES OR ALLEGED DAMAGES ARE GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHERWISE, WHETHER SUCH LIABILITY OR ALLEGED LIABILITY ARISES OR IS ALLEGED TO ARISE OUT OF ANY DESIGN, MANUFACTURING OR OTHER DEFECT, LATENT OR PATENT, IMPROPER MAINTENANCE, STRICT LIABILITY, CRASHWORTHINESS, OR ANY OTHER STATUTORY OR COMMON LAW THEORY OF LIABILITY WHATSOEVER.

(c) LESSEE'S OBLIGATION TO PAY RENT AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL, EXCEPT TO THE EXTENT EXPRESSLY LIMITED HEREIN. LESSEE EXPRESSLY ACKNOWLEDGES, REPRESENTS AND AGREES THAT IN NEGOTIATING AND AGREEING TO THE TERMS AND CONDITIONS OF THIS LEASE, IT HAS DEALT, AND HAS INTENDED TO DEAL, EXCLUSIVELY WITH OWNER AS THE ONLY CONTRACTING PARTY OTHER THAN LESSEE. LESSEE FURTHER EXPRESSLY ACKNOWLEDGES, REPRESENTS AND AGREES, HOWEVER, THAT IT HAS NOT SOUGHT OR RECEIVED ANY ADVICE OR RECOMMENDATION FROM OWNER (OR RELIED UPON OWNER IN ANY WAY WHATSOEVER) CONCERNING THE AIRWORTHINESS, CONDITION, MERCHANTABILITY OR SUITABILITY OF THE AIRCRAFT FOR ANY PARTICULAR USE OR PURPOSE, OR IN CONNECTION WITH THE SELECTION, INSPECTION OR ACCEPTANCE OF THE AIRCRAFT FOR LEASE PURSUANT HERETO. IN CONSIDERATION OF THIS LEASE, LESSEE COMPLETELY WAIVES AND SURRENDERS THE RIGHT TO PURSUE OR TO INTERPOSE ANY CLAIM OR DEFENSE AGAINST OWNER, IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO RECOUPMENT, SETOFF OR COUNTERCLAIM), BASED UPON THE AIRWORTHINESS, MERCHANTABILITY, CONDITION OR SUITABILITY OF THE AIRCRAFT FOR ANY PARTICULAR USE OR PURPOSE, OR UPON ALLEGATIONS THAT OWNER IS SO CLOSELY OR INTIMATELY CONNECTED WITH THE MANUFACTURERS OR PRIOR OWNER(S) OF THE AIRCRAFT OR WITH ANY OTHER THIRD PARTY WHATSOEVER, THAT OWNER KNEW OR HAD REASON TO KNOW OF FACTS ABOUT THE AIRCRAFT (OR ABOUT LESSEE'S DEALINGS WITH SUCH MANUFACTURERS, PRIOR OWNER(S) OR THIRD PARTIES, OR ABOUT THEIR GENERAL

BUSINESS PRACTICES) THAT WOULD SUPPORT A CLAIM, COUNTERCLAIM OR DEFENSE BY LESSEE AGAINST SUCH MANUFACTURERS, PRIOR OWNER(S) OR THIRD PARTIES.

(d) NO REPRESENTATIONS, WARRANTIES, PROMISES, GUARANTEES, COVENANTS OR AGREEMENTS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY EITHER PARTY WITH RESPECT TO THIS LEASE OR THE AIRCRAFT, EXCEPT AS EXPRESSLY PROVIDED HEREIN. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED ON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.

(e) THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN DISCLAIMERS OR LIMITATIONS OF WARRANTIES OR REMEDIES. IN THE EVENT ANY SUCH LAW APPLIES, THE FOREGOING DISCLAIMERS AND LIMITATIONS ARE AMENDED INsofar, AND ONLY INsofar, AS REQUIRED BY SAID LAWS.

(f) EACH OF THE TERMS, CONDITIONS, REPRESENTATIONS AND AGREEMENTS CONTAINED IN THIS ARTICLE 25 HAVE BEEN POINTED OUT TO LESSEE. LESSEE HAS READ AND UNDERSTANDS THIS ARTICLE 25.

26. TRUTH-IN-LEASING.

(a) THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION REGULATIONS DURING THE TWELVE (12) MONTHS PRIOR TO THE EXECUTION OF THIS LEASE. OWNER AND LESSEE CERTIFY THAT THE AIRCRAFT PRESENTLY COMPLIES WITH THE APPLICABLE MAINTENANCE AND INSPECTION REQUIREMENTS OF PART 91 OF THE FEDERAL AVIATION REGULATIONS.

(b) LESSEE CERTIFIES THAT LESSEE, AND NOT OWNER, IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT UNDER THIS LEASE DURING THE TERM HEREOF. LESSEE FURTHER CERTIFIES THAT LESSEE UNDERSTANDS ITS RESPONSIBILITY FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

(c) LESSEE CERTIFIES THAT THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION REGULATIONS FOR OPERATIONS TO BE CONDUCTED UNDER THIS LEASE. LESSEE UNDERSTANDS THAT AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE.

IN WITNESS WHEREOF, this Lease has been finally executed at Wichita, Kansas, as of the day and year first above written in triplicate originals, one executed copy of which was delivered to LESSEE, the receipt of which is hereby acknowledged.

(CORPORATE SEAL)

WESTAR LEASING, INC.

By: Paul R. Geist, President
Paul R. Geist

(CORPORATE SEAL)

CESSNA FINANCE CORPORATION

By: [Signature] V.P., INVESTMENT CONTROL
(title)

ANNEX A TO AIRCRAFT LEASE

Lease No. 01-P1213

Make & Model: Cessna 750
Serial No.: 750-00167
Registration No.: N4165Y

Equipment List

Honeywell (King-Bendix) KHF-950
Coltech CSD-714 SELCAL (Selective Calling)
Honeywell (Global) Satellite Data Communications System
Honeywell TCAS 2000
Primus II Radios
Honeywell Enhanced Ground Proximity Warning System
Magnastar C-2000 Digital Telephone
Devore Tail Flood Lights
Magnastar Cockpit Headset Interface Panel
Teledyne Angle-of-Attack Indicator/Indexer

The Minimum Purchase Option Percentage is 39.2667% of the Total Aircraft Price.

ANNEX B TO AIRCRAFT LEASE

Lease No. 01-P1213

Make & Model: Cessna 750
Serial No.: 150-0167
Registration No.: N4167Y

1. **Rent:** The Aircraft is leased for a term of 120 months, commencing with the Delivery Date. As consideration for the lease of the Aircraft during the term of this Lease, LESSEE agrees to pay OWNER 120 rental payments ("Regular Monthly Rental Payments"). The first Regular Monthly Rental Payment shall be due and payable on the Delivery Date and each subsequent Regular Monthly Rental Payment shall be due and payable on or before the same day of each succeeding month ("Monthly Rental Payment Date") during the term of this Lease. On each Monthly Rental Payment Date, LESSEE shall pay, without demand, to OWNER, the amount of the Regular Monthly Rental Payment then due, including fixed and variable components calculated as set forth below.

- (a) The fixed component of each Regular Monthly Rental Payment is set forth in Annex C.
- (b) The variable component of each Regular Monthly Rental Payment shall be calculated as follows:
 - (i) The variable component of the first (1st), second (2nd), and third (3rd) Regular Monthly Rental Payments shall be equal to the product of the Outstanding Lease Balance set forth in Annex C for that rental payment number and 0.083333, multiplied by 5.2% per annum.
 - (ii) Two business days after the third Regular Monthly Rental Payment Date, OWNER shall establish the variable component of each of the fourth (4th), fifth (5th), and sixth (6th) Regular Monthly Rental Payments, and shall, in like manner, two (2) business days after each third successive Regular Monthly Rental Payment Date through to the end of term of this Lease (each such business day hereinafter called a "Rental Review Date") calculate the variable component of each of the next three (3) Regular Monthly Rental Payments, as follows:
 - (A) OWNER shall determine the three (3) month London Interbank Offered Rate ("LIBOR") as published in "The Wall Street Journal" on each Rental Review Date to which it shall add 3.35% per annum (such aggregate rate per annum hereinafter called the "Contract Rate").
 - (B) The variable component of each of the next three (3) Regular Monthly Rental Payments following the relevant Rental Review Date shall be equal to the product of the Outstanding Lease Balance set forth in Annex C for that rental payment number and 0.083333, multiplied by the Contract Rate.
- (c) OWNER will notify LESSEE by facsimile or otherwise of the variable components so calculated; provided, however, that any failure or delay by OWNER to so notify LESSEE shall not prejudice or affect the right of OWNER to be paid. In the event that LIBOR is no longer published, a reference rate will be determined by agreement of the parties, which reference rate will be similar, beyond OWNER'S control and readily verifiable by LESSEE.
- (d) The Outstanding Lease Balances set forth in Annex C do not include any advances made by OWNER pursuant to the terms of this Lease or interest thereon, or any late payment fees which may accrue pursuant to this Lease and, therefore, do not necessarily reflect the entire amount due pursuant to this Lease at any particular time. The Outstanding Lease Balances set forth in Annex C have been calculated on the assumption that each preceding Regular Monthly Rental Payment and all other payments due OWNER from LESSEE have been made when due. If any such payment is not made when due, OWNER reserves the right to re-calculate the Outstanding Lease Balances applicable thereafter, and to give notice thereof to LESSEE, whereupon such re-calculated Outstanding Lease Balances shall apply for all purposes.

2. Total Aircraft Price: \$18,039,475.00
3. Down Payment: None.
4. Initial Outstanding Lease Balance: \$18,039,475.00

5. Maximum Lessee Risk Amount The Maximum Lessee Risk Amount shall mean 21.7480% of the Total Aircraft Price.
6. Structuring Fee \$22,459.00
7. Holdover Rent Holdover Rent is the daily rent for the Aircraft charged to LESSEE as provided for under this Lease and shall be equal to one-thirtieth (1/30th) of the last Regular Monthly Rental Payment of the term of this Lease.
8. Early Purchase Option Dates The Early Purchase Option may be exercised: 1) on any of the first through thirteenth (1-13) Monthly Rental Payment Dates, 2) on the 25th Monthly Rental Payment Date, 3) on any Monthly Rental Payment Date occurring in twelve (12) month intervals after the 25th Monthly Rental Payment Date. The Early Purchase Option may be assigned to Fleet Capital Corporation or Fleet National Bank, subject to the written consent of OWNER, which consent shall not be unreasonably withheld, and all terms and conditions of this Lease.
9. Remarketing Fee \$354,175.30 (5% of the Stipulated Loss Value as of the Scheduled Expiration Date)
10. Guarantors Westar Industries, Inc.
11. Engine Maintenance Support Contract Rolls-Royce Allison Power-by-the-Hour

12. Payments: All references to monetary amounts in this Lease are in lawful money of the United States of America (the "contractual currency"). All amounts payable pursuant to this Lease shall be calculated and payable exclusively in the contractual currency to Cessna Finance Corporation, 220 West Douglas, Suite 300, P. O. Box 308, Wichita, Kansas, U.S.A. 67202-3106 or at such other address as OWNER may designate in writing. At its option, OWNER may require LESSEE to pay such amounts by wire transfer of immediately available funds to a bank account designated in writing by OWNER. Any late Regular Monthly Rental Payment shall be subject to a late payment fee of one and one half percent (1-1/2%) of the amount of the late Regular Monthly Rental Payment per month or fraction thereof without prejudice to OWNER'S other rights and remedies. If: (a) for any reason any amount payable under this Lease is paid or is recovered by OWNER (in whatever manner) in a currency (the "payment currency") other than in the contractual currency; and (b) the payment in the payment currency to OWNER when converted at the applicable rate of exchange into the contractual currency is less than the amount payable under this Lease, then LESSEE shall, as a separate and independent obligation, and notwithstanding any previous such conversion, fully indemnify OWNER against the amount of the shortfall. For the purposes of this clause, the expression "applicable rate of exchange" means the rate at which OWNER purchases the contractual currency with the payment currency, taking into account any customary and reasonable costs associated with the exchange. OWNER shall use commercially reasonable methods to obtain the contractual currency. All amounts payable by LESSEE shall be remitted to OWNER not later than 3:00 p.m. (Central Time) on or before the date of payment pursuant to OWNER'S wire transfer instructions.

ANNEX C TO AIRCRAFT LEASE

Lease No. 01-P1213

Make & Model: Cessna 750
 Serial No.: 750-0167
 Registration No.: N4165Y

	Regular Monthly Rental Payment			Regular Monthly Rental Payment			Regular Monthly Rental Payment		
	Fixed Component	Outstanding Lease Balance	Number	Fixed Component	Outstanding Lease Balance	Number	Fixed Component	Outstanding Lease Balance	
1/1	\$1,803,950.00	\$16,235,525.00	41	\$69,543.92	\$12,688,333.63	81	\$83,557.64	\$10,627,860.80	
	\$58,146.74	\$16,177,378.26	42	\$69,863.83	\$13,618,469.80	82	\$83,942.00	\$10,543,918.80	
	\$58,414.22	\$16,118,964.04	43	\$70,185.20	\$13,548,284.60	83	\$84,328.13	\$10,459,590.67	
	\$58,682.93	\$16,060,281.11	44	\$70,508.05	\$13,477,776.55	84	\$84,716.04	\$10,374,874.63	
7/1	\$58,952.87	\$16,001,328.24	45	\$70,832.39	\$13,406,944.16	85	\$85,105.74	\$10,289,768.89	
1/1	\$59,224.05	\$15,942,104.19	46	\$71,158.22	\$13,335,785.94	86	\$85,497.22	\$10,204,271.67	
	\$59,496.48	\$15,882,607.71	47	\$71,485.54	\$13,264,300.40	87	\$85,890.51	\$10,118,381.16	
	\$59,770.16	\$15,822,837.55	48	\$71,814.38	\$13,192,486.02	88	\$86,285.61	\$10,032,095.55	
	\$60,045.11	\$15,762,792.44	49	\$72,144.72	\$13,120,341.30	89	\$86,682.52	\$9,945,413.03	
	\$60,321.31	\$15,702,471.13	50	\$72,476.59	\$13,047,864.71	90	\$87,081.26	\$9,858,331.77	
	\$60,598.79	\$15,641,872.34	51	\$72,809.98	\$12,975,054.73	91	\$87,481.83	\$9,770,849.94	
	\$60,877.55	\$15,580,994.79	52	\$73,144.91	\$12,901,909.82	92	\$87,884.25	\$9,682,965.69	
	\$61,157.58	\$15,519,837.21	53	\$73,481.37	\$12,828,428.45	93	\$88,288.52	\$9,594,677.17	
	\$61,438.91	\$15,458,398.30	54	\$73,819.39	\$12,754,609.06	94	\$88,694.65	\$9,505,982.52	
	\$61,721.53	\$15,396,676.77	55	\$74,158.96	\$12,680,450.10	95	\$89,102.64	\$9,416,879.88	
	\$62,005.45	\$15,334,671.32	56	\$74,500.09	\$12,605,950.01	96	\$89,512.51	\$9,327,367.37	
	\$62,290.67	\$15,272,380.65	57	\$74,842.79	\$12,531,107.22	97	\$89,924.27	\$9,237,443.10	
	\$62,577.21	\$15,209,803.44	58	\$75,187.07	\$12,455,920.15	98	\$90,337.92	\$9,147,105.18	
	\$62,865.06	\$15,146,938.38	59	\$75,532.93	\$12,380,387.22	99	\$90,753.48	\$9,056,351.70	
	\$63,154.24	\$15,083,784.14	60	\$75,880.38	\$12,304,506.84	100	\$91,170.94	\$8,965,180.76	
	\$63,444.75	\$15,020,339.39	61	\$76,229.43	\$12,228,277.41	101	\$91,590.33	\$8,873,590.43	
	\$63,736.60	\$14,956,602.79	62	\$76,580.08	\$12,151,697.33	102	\$92,011.64	\$8,781,578.79	
	\$64,029.79	\$14,892,573.00	63	\$76,932.35	\$12,074,764.98	103	\$92,434.90	\$8,689,143.89	
	\$64,324.32	\$14,828,248.68	64	\$77,286.24	\$11,997,478.74	104	\$92,860.10	\$8,596,283.79	
	\$64,620.22	\$14,763,628.46	65	\$77,641.76	\$11,919,836.98	105	\$93,287.25	\$8,502,996.54	
	\$64,917.47	\$14,698,710.99	66	\$77,998.91	\$11,841,838.07	106	\$93,716.38	\$8,409,280.16	
	\$65,216.09	\$14,633,494.90	67	\$78,357.70	\$11,763,480.37	107	\$94,147.47	\$8,315,132.69	
	\$65,516.08	\$14,567,978.82	68	\$78,718.15	\$11,684,762.22	108	\$94,580.55	\$8,220,552.14	
	\$65,817.46	\$14,502,161.36	69	\$79,080.25	\$11,605,681.97	109	\$95,015.62	\$8,125,536.52	
	\$66,120.22	\$14,436,041.14	70	\$79,444.02	\$11,526,237.95	110	\$95,452.69	\$8,030,083.83	
	\$66,424.37	\$14,369,616.77	71	\$79,809.47	\$11,446,428.48	111	\$95,891.77	\$7,934,192.06	
	\$66,729.92	\$14,302,886.85	72	\$80,176.59	\$11,366,251.89	112	\$96,332.88	\$7,837,859.18	
	\$67,036.88	\$14,235,849.97	73	\$80,545.40	\$11,285,706.49	113	\$96,776.01	\$7,741,083.17	
	\$67,345.25	\$14,168,504.72	74	\$80,915.91	\$11,204,790.58	114	\$97,221.18	\$7,643,861.99	
	\$67,655.04	\$14,100,849.68	75	\$81,288.12	\$11,123,502.46	115	\$97,668.39	\$7,546,193.60	
	\$67,966.25	\$14,032,883.43	76	\$81,662.05	\$11,041,840.41	116	\$98,117.67	\$7,448,075.93	
	\$68,278.90	\$13,964,604.53	77	\$82,037.69	\$10,959,802.72	117	\$98,569.01	\$7,349,506.92	
	\$68,592.98	\$13,896,011.55	78	\$82,415.07	\$10,877,387.65	118	\$99,022.43	\$7,250,484.49	
	\$68,908.51	\$13,827,103.04	79	\$82,794.18	\$10,794,593.47	119	\$99,477.93	\$7,151,006.56	
	\$69,225.49	\$13,757,877.55	80	\$83,175.03	\$10,711,418.44	120	\$99,935.53	\$7,051,071.03	

ANNEX D TO AIRCRAFT LEASE

Make & Model: Cessna 750
 Serial No.: 750-0167
 Registration No.: N4165Y

18,039.475
 - 896098

 16,165,137.47
 + 128,479.52

 16,293,616.99 Payoff
 Lease No. 01-81213

The Stipulated Loss Value is expressed as a percentage of the Total Aircraft Price of \$18,039,475.00

Regular Monthly Rental Payment		Regular Monthly Rental Payment		Regular Monthly Rental Payment	
Number	Percentage	Number	Percentage	Number	Percentage
1	90.5000%	41	76.6162%	81	59.6508%
2	90.9140%	42	76.2289%	82	59.1855%
3	90.5902%	43	75.8399%	83	58.7180%
4	90.2649%	44	75.4490%	84	58.2484%
5	89.9381%	45	75.0564%	85	57.7766%
6	89.6098%	46	74.6619%	86	57.3027%
7	89.2800%	47	74.2656%	87	56.8266%
8	88.9486%	48	73.8675%	88	56.3482%
9	88.6158%	49	73.4676%	89	55.8677%
10	88.2814%	50	73.0658%	90	55.3850%
11	87.9455%	51	72.6622%	91	54.9000%
12	87.6080%	52	72.2568%	92	54.4129%
13	87.2690%	53	71.8494%	93	53.9235%
14	86.9284%	54	71.4402%	94	53.4318%
15	86.5862%	55	71.0291%	95	52.9378%
16	86.2425%	56	70.6161%	96	52.4416%
17	85.8972%	57	70.2013%	97	51.9432%
18	85.5503%	58	69.7845%	98	51.4424%
19	85.2018%	59	69.3658%	99	50.9393%
20	84.8518%	60	68.9451%	100	50.4339%
21	84.5002%	61	68.5225%	101	49.9262%
22	84.1471%	62	68.0980%	102	49.4161%
23	83.7925%	63	67.6716%	103	48.9037%
24	83.4364%	64	67.2431%	104	48.3890%
25	83.0788%	65	66.8127%	105	47.8718%
26	82.7197%	66	66.3804%	106	47.3523%
27	82.3591%	67	65.9460%	107	46.8304%
28	81.9970%	68	65.5096%	108	46.3061%
29	81.6334%	69	65.0713%	109	45.7794%
30	81.2683%	70	64.6309%	110	45.2503%
31	80.9017%	71	64.1884%	111	44.7187%
32	80.5336%	72	63.7440%	112	44.1847%
33	80.1640%	73	63.2975%	113	43.6482%
34	79.7929%	74	62.8490%	114	43.1093%
35	79.4203%	75	62.3983%	115	42.5679%
36	79.0462%	76	61.9457%	116	42.0240%
37	78.6706%	77	61.4909%	117	41.4776%
38	78.2935%	78	61.0340%	118	40.9287%
39	77.9149%	79	60.5751%	119	40.3772%
40	77.5348%	80	60.1140%	120	39.8232%

The Stipulated Loss Value on the Scheduled Expiration Date is 39.2667%.

CESSNA FINANCE CORPORATION

APPOINTMENT OF AGENT


The undersigned LESSEE under Lease No. 01-P1213 with Cessna Finance Corporation, dated as of November 7, 2001, covering the following described aircraft:

<u>750</u>	<u>750-00167</u>	<u>N4165Y</u>
Cessna Model	Serial No.	FAA Reg. No.

hereby appoints Bruce Anderson its agent to inspect and accept delivery of said aircraft on behalf of the undersigned and to execute and deliver to Cessna Finance Corporation a Delivery and Acceptance Receipt for the aircraft all in accordance with the terms and on the conditions stated in the aforementioned Lease.

Executed at Topeka, Kansas, this 7th day of November, 2001.

WESTAR LEASING, INC.

By:  President
Paul R. Geist

WS021922



FAX CORRESPONDENCE - 3 pages

Date: October 19, 2001

To: Mr. Greg Greenwood

Fax: **REDACTED**

Re: Cessna 750, SN. 750-0167

Dear Greg,

It is my pleasure to inform you that your request for the lease of the above referenced aircraft has been approved. The terms and conditions are as follows:

Lease Type: Triple net, variable payment, synthetic operating lease.

Lessor: Cessna Finance Corporation

Lessee: ^{Leasing} Westar Industries, Inc.

Guarantor: ^{Westar Industries, Inc}

Taxes: Lessee is responsible for all taxes (except for income taxes based solely on the gross income of CFC including sales tax as required by the state of jurisdiction.)

Registration & Recording Fees: Lessee is responsible for all registration and recording fees.

Insurance: Lessee shall maintain the following insurance in amounts and with insurers reasonably acceptable to CFC: (a) all-risk aircraft hull and engine insurance, (b) confiscation and war risk insurance required for flights outside of the United States and Canada, (c) liability coverage, (d) breach of warranty, (e) and ingestion coverage. CFC must be named as loss payee. Certificate of insurance required prior to closing.

Legal Expenses: Estimated ^L legal fees for this transaction, ^{not to exceed} ~~are \$0~~ to \$15,000, depending upon the extent of negotiations. Whether or not the transaction(s) contemplated by this Letter is consummated, Lessee agrees to indemnify and hold harmless CFC from and against all legal counsel fees and out-of-pocket expenses incurred by CFC in connection with this Letter, the proposed transaction(s), and the enforcement of the proposed transaction(s).

P.O. Box 308 - Wichita, KS 67201-0308
Express Address: 220 West Douglas, Suite 300 - Wichita, KS 67202-3106
Telephone (316) 660-1200 Fax (316) 660-1260

Citation X Indicative Lease Pricing
October 19, 2001 - page 2

Legal Expenses(cont.): Lessee shall pay all reasonable estimated out-of-pocket expenses and legal fees to CFC at closing or such time that it is determined that the finance transaction with CFC will not close. Remaining expenses and legal fees will be due upon invoice from CFC.

Maintenance: Paid by lessee, including CESCO.

Engine Reserves: None.

Return Conditions: Aircraft to be in the same condition as when delivered to Lessee, excepting only normal wear, with all systems operating normally and a current US Airworthiness Certificate.

Additional Security: None.

Term: 10 years.

Monthly Payments: Payments are in advance, plus applicable sales and/or use taxes, indexed to 3 month LIBOR rate and are to be adjusted quarterly.

Payment Amounts: 1 @ \$1,803,950., followed by 119 @ \$135,082.39.

Purchase Option: Lessee is provided the option to purchase the aircraft for the lease balance on any monthly rental date during the first year and all lease anniversary dates on or after the two (2) year lease anniversary dates and at the end of the lease. Purchase option may be assigned to Fleet Capital.

Schedule of Lease

Balances: <u>Payment #</u>	<u>Amounts</u>
2	\$16,403,923.
3	\$16,346,768.
4	\$16,289,338.
5	\$16,231,631.
6	\$16,173,645.
7	\$16,116,101.
8	\$16,011,737.
9	\$15,952,910.
10	\$15,893,780.
11	\$15,834,405.
12	\$15,774,723.
13	\$15,714,755.

P.O. Box 308 • Wichita, KS 67201-0308
Express Address: 220 West Douglas, Suite 300 • Wichita, KS 67202-3106
Telephone (316) 660-1200 Fax (316) 660-1260

Citation X Indicative Lease Pricing
October 19, 2001 - page 3

Schedule of Lease

Balances: <u>End of Year</u>	<u>Amounts</u>
2	\$14,949,648.
3	\$14,163,016.
4	\$13,307,143.
5	\$12,424,356.
6	\$11,489,171.
7	\$10,498,476.
8	\$9,448,978.
9	\$8,337,186.

Lessee Guaranteed

Residual: \$3,951,869. based upon an incremental borrowing rate of 5.78%.

Origination Fees: .125% of the Aircraft Capital Cost.

End of Lease Options: Lessee shall have the option to either purchase the aircraft for \$7,159,403. or return the aircraft to Lessor under conditions specified in the lease documents and subject to a re-marketing fee of \$357,970.

Other Conditions: Lessee is assumed to be taking all tax benefits related to ownership of the aircraft.

This approval is also subject to and conditioned upon:

1. The parties' agreement to the lease documents;
2. Your satisfaction of all conditions precedent to be set forth in the loan documents;
3. No occurrence of an event that would be deemed an event of default under the loan; and
4. CFC does not become aware of any material adverse information or change in circumstances prior to closing.

Please sign the acknowledgment below and return one copy to my attention. I appreciate the opportunity to be of benefit to you and I look forward to working closely with you in completing this transaction. Please feel free to contact me at 316/660-1300 with any questions or concerns you might have.

Respectfully,

CESSNA FINANCE CORPORATION



Steve Schack
Director, Domestic Turbine Sales

ACCEPTED BY:

~~WESTAR INDUSTRIES, INC.~~
Westar Leasing, Inc

By: _____

Title: _____

Date: October ____, 2001

P.O. Box 308 • Wichita, KS 67201-0308
Express Address: 220 West Douglas, Suite 300 • Wichita, KS 67202-3106
Telephone (316) 660-1200 Fax (316) 660-1260

WS021927