

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F/A

AMENDMENT NO. 2 TO THE ANNUAL REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2003

Commission File Number: 1-14728

Lan Airlines S.A.
(Exact name of registrant as specified in its charter)

Lan Airlines S.A.
(Translation of registrant's name into English)

Republic of Chile
(Jurisdiction of incorporation or organization)

Presidente Riesco 5711 Piso 20
Las Condes,
Santiago, Chile
(Address of principal executive offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class:	Name of each exchange on which registered:
American Depositary Shares (as evidenced by American Depositary Receipts), each representing five shares of Common Stock, without par value	New York Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 318,909,090

Indicate by check mark if the registrant is a well-known seasoned issuer, as defines in Rule 405 of the Securities Act.

Yes ☒ No ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of “accelerated filer and large accelerated filer” in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated filer ☒ Accelerated filer ☐ Non-Accelerated filer ☐

Indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 ☐ Item 18 ☒

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

References to “we” and “our” in this amendment to the annual report on Form 20-F are to Lan Airlines S.A. and its consolidated subsidiaries.

EXPLANATORY NOTE

This Amendment No. 2 (this “Amendment”) to our annual report on Form 20-F for the fiscal year ended December 31, 2003, filed on June 14, 2004 (the “Form 20-F”), as amended by Amendment No. 1 filed on December 21, 2004, is being filed solely to replace Exhibit 4.2 with the attached Exhibit 4.2 to reflect changes in the redacted portions of such exhibit in connection with our request for confidential treatment of such exhibit. These changes in the redactions were made in response to comments that we received from the Securities and Exchange Commission regarding our confidential treatment request.

Except as described above, no other change has been made to the Form 20-F. The filing of this Amendment should not be understood to mean that any statements contained herein are true or complete as of any date subsequent to June 14, 2004.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this amendment to its annual report on its behalf.

Lan Airlines S.A.

/s/ Alejandro de la Fuente Goic

Name: Alejandro de la Fuente Goic

Title: Chief Financial Officer

Date: May 4, 2007

EXHIBIT INDEX TO AMENDMENT NO. 2

Exhibit No.	Description
4.2	Purchase Agreement No. 2126 between Lan Chile S.A. and The Boeing Company as amended and supplemented, relating to Model 767-316ER, Model 767-38EF, and Model 767-316F Aircraft.**
12.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

** Portions of this document has been omitted pursuant to a request for confidential treatment. Such omitted portions have been filed separately with the Securities and Exchange Commission.

between

THE BOEING COMPANY

and

Lan Chile S.A.

Relating to Boeing Model 767-316ER, Model 767-38EF, and Model 767-316F Aircraft

CONFIDENTIAL TREATMENT REQUESTED

P.A. No. 2126

SA 14

TABLE OF CONTENTS

ARTICLES

1.	Quantity, Model and Description	SA 5
2.	Delivery Schedule	SA 5
3.	Price	SA 5
4.	Payment	SA 5
5.	Miscellaneous	SA 5

TABLE

1.	Aircraft Information Table	SA 1
2.	Aircraft Information Table	SA 1
3.	Aircraft Information Table	SA 8
4.	Aircraft Information Table	SA 11
5.	Aircraft Information Table	SA 14

EXHIBIT

A.	Aircraft Configuration	
A-1	Aircraft Configuration	SA 1
A-2	Aircraft Configuration	SA 5
A-3	Aircraft Configuration	SA 10
B.	Aircraft Delivery Requirements and Responsibilities	SA 1

SUPPLEMENTAL EXHIBITS

BFE1.	BFE Variables	SA 1
CS1.	Customer Support Variables	SA 1
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	SA 1
EE1-1.	Engine Escalation/Engine Warranty and Patent Indemnity	SA 5
BE1-2.	Engine Escalation/Engine Warranty and Patent Indemnity	SA 13
SLP 1.	Service Life Policy Components	

P.A. No. 2126

1

SA 14

LETTER AGREEMENTS

- - - - -

2126-1	Seller Purchased Equipment	
2126-2	Cabin Systems Equipment	
2126-3R4	Option Aircraft	SA 13

RESTRICTED LETTER AGREEMENTS

- - - - -

6-1162-DMH-350	Performance Guarantees	
6-1162-DMH-351	Promotion Support	
6-1162-DMH-472	Performance Guarantees	SA 1
6-1162-DMH-475	Configuration Matters	SA I
6-1162-DMH-1031R2	Special Provisions for Advance Payments	SA 9
6-1162-LAJ-311	Special Matters Relating to the July 2001 and September 2001 Aircraft	SA 11
6-1162-LAJ-0895	Business Considerations	SA 14

Purchase Agreement No. 2126

between

The Boeing Company

and

LanChile S.A.

This Purchase Agreement No. 2126 dated as of January 30, 1998 between The Boeing Company (Boeing) and Lan Chile S.A. (Customer) relating to the purchase and sale of Model 767-316ER, Model 767-38EF, and Model 767-316F aircraft incorporates the terms and conditions of the Aircraft General Terms Agreement dated as of May 9, 1997 between the parties, identified as AGTA-LAN (AGTA).

Article 1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 767-316ER, Model 767-38EF, and Model 767-316F aircraft (the Aircraft). Boeing will manufacture and sell to Customer 767-316ER, 767-38EF, and 767-316F Aircraft to conform to the configurations described in Exhibits A, A-1, A-2, and A-3, which are part of this Purchase Agreement.

Article 2. Delivery.

The scheduled months of delivery of the Aircraft are listed in the attached Table 1, Table 2, Table 3, and Table 4, which are part of this Purchase Agreement. Boeing's and Customer's obligation with respect to delivery of the Aircraft are contained in Exhibit B to the Purchase Agreement. Boeing and Customer agree to use reasonable endeavors to comply with the time periods contained in such Exhibit B.

Article 3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price in subject to escalation dollars is listed in Table 1, Table 2, Table 3, and Table 4.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1, Table 2, Table 3 and Table 4 were calculated utilizing the latest escalation factors available to Boeing on the date of this Purchase Agreement projected to the month of scheduled delivery.

3.3 The components of the Aircraft Basic Price and the calculation of the Advance Payment Base Prices for the Aircraft are listed in Table 1, Table 2, Table 3, and Table 4.

Article 4. Payment.

4.1 The standard advance payment schedule for the Model 767 aircraft requires the purchaser to make certain advance payments, expressed in a percentage of the Advance Payment Base Price of each aircraft beginning with a payment of 1%, less the Deposit, on the effective date of the purchase agreement for the aircraft. Additional advance payments for each aircraft are due on the first business day of the months listed in the attached Table 1, Table 2, Table 3, and Table 4.

4.2 Customer will upon signing the Purchase Agreement pay to Boeing the total amount of deposits required pursuant to the advance payment schedule in Table 1, Table 2, Table 3, and Table 4. Customer will make additional advance payments for the Aircraft in accordance with such schedule.

4.3 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery.

Article 5. Miscellaneous.

5.1 Aircraft Information Table. Table 1, Table 2, Table 3, and Table 4 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and advance payments and their schedules.

5.2 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains vendor selection dates, on dock dates and other variables applicable to the Model 767-316ER Aircraft only.

5.3 Customer Support Variables. Supplemental Exhibit CS1 contains the variable information applicable to information, training services and other things furnished by Boeing in support of the Aircraft.

5.4 Engine Escalation Variables. Supplemental Exhibit EE1 contains the applicable engine escalation formula, the engine warranty and the engine patent indemnity for the Aircraft delivering through December 1999.

5.5 Engine Escalation Variables. Supplemental Exhibit EE1-1 contains the applicable engine escalation formula, the engine warranty and the engine patent indemnity for the Aircraft delivering after December 1999.

5.7. Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

* * * * *

DATED AS OF 15 - September 2000

LAN CHILE S.A.

THE BOEING COMPANY

By \s\ Carlos Prado C.

By \s\ Lyn A. Johnson

Its Senior Vice President Corporate Investments

Its Attorney-In-Fact

P.A. No 2126

3

SA 11

Supplemental Agreement No. 14

to

Purchase Agreement No. 2126

between

THE BOEING COMPANY

and

LAN CHILE S.A.

Relating to Boeing Model 767-316ER, Model 767-38EF, and Model
767-316F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 20th day
of April 2004, by and between THE BOEING COMPANY, a Delaware corporation
(hereinafter called Boeing), and Lan Chile S.A, a Chile corporation (hereinafter
called Customer);

W I T N E S S E T H:

- - - - -

WHEREAS, the parties entered into that certain Purchase Agreement No.
2126, dated as of January 30, 1998 relating to the purchase and sale of Boeing
Model 767-316ER, Model 767-38EF, and Model 767-316F aircraft (hereinafter
referred to as "Aircraft"), which agreement, as amended and supplemented,
together with all exhibits, specifications and letter agreements related or
attached thereto, is hereinafter called the "Purchase Agreement;" and

WHEREAS, Customer has decided to purchase two (2) additional 767-316F
aircraft with delivery in July and October of 2005,

WHEREAS, Boeing and Customer have agreed to amend the Purchase
Agreement to incorporate the above change;

NOW THEREFORE, in consideration of the mutual covenants herein
contained, the parties hereto agree to amend the Purchase Agreement as follows:

1. Purchase of Two (2) Additional 767-316F Aircraft. This Supplemental Agreement amends the Purchase Agreement to reflect the purchase by Customer of two (2) additional 767-316F Aircraft (Jul-05 and Oct-05).
 - 1.1. Table of Contents. Remove and replace in its entirety the Table of Contents, with the Table of Contents attached hereto, to reflect the changes made by this Supplemental Agreement No. 14.
 - 1.2. Aircraft Description. Boeing will manufacturer and sell to Customer, and Customer will purchase from Boeing, the Aircraft described in the attached Aircraft Information Table No. 5.
 - 1.3. Aircraft Delivery Schedule. The scheduled delivery month of each of the additional Aircraft is set forth in the attached Aircraft Information Table No. 5.
 - 1.4. Price. The Aircraft Basic Price and each component thereof and the Advance Payment Base Price for each of the additional Aircraft set forth in the attached Aircraft Information Table No. 5.
 - 1.5. Payment.
 - 1.5.1. Boeing acknowledges that Customer has paid deposit payments to Boeing on March 25, 2004 in the amount of \$140,000 for each of the additional Aircraft.
 - 1.5.2. Customer will make Advance Payments to Boeing in the amount of 30% of the Advance Payment Base Price for each of the Aircraft. These payments will begin with a payment of 1%, less any deposit previously paid to Boeing. Additional payments for the Aircraft are due on the first business day of the months and in the amounts set forth in the attached Aircraft Information Table No.5.
 - 1.5.3. The total amount of Advance Payments due upon the date of this agreement will include all Advance Payments that are or were due on or before such date in accordance with the Advance Payment Schedule set forth in the attached Aircraft Information Table No. 5.

1.5.4. Any payments due to Boeing shall be made via wire transfer to the Boeing bank account as identified below.

Bank: JPMorgan Chase
Account Name: The Boeing Company
ABA No. 021000021
Account No. 910-1-012764
Attention: Marla Chavez

2. Engine Escalation Variables. Supplemental Exhibit EE1-2 contains the applicable engine escalation formula, the engine warranty and the engine patent indemnity for the additional Aircraft identified in this Supplemental Agreement.
3. Letter Agreements. Remove and replace, in its entirety, Letter Agreement Letter Agreement 6-1162-LAJ-310R1, Business Considerations, with Letter Agreement 6-1162-LAJ-0895, Business Considerations, attached hereto to reflect the current business offer.
4. Confidentiality.

Customer understands that the information contained in this Letter Agreement is considered confidential. Customer agrees to treat this Letter Agreement as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any third parties.

The Purchase Agreement shall be deemed amended to the extent herein provided and as amended shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

LAN CHILE S.A.

By \s\ Lyn A. Johnson

By \s\ Carlos Prado C.

Its Attorney-In-Fact

Its Senior VP Corporate Investments

Supplemental Agreement No. 15

to

Purchase Agreement No. 2126

between

THE BOEING COMPANY

and

LANCHILE S.A.

Relating to Boeing Model 767-316ER, Model 767-38EF, and Model 767-316F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 31st day of May 2004, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called Boeing), and Lan Chile S.A., a Chile corporation (hereinafter called Customer);

W I T N E S S E T H:

- - - - -

WHEREAS, the parties entered into that certain Purchase Agreement No. 2126, dated as of January 30, 1998 relating to the purchase and sale of Boeing Model 767-316ER Model 767-38EF, and Model 767-316F aircraft (hereinafter referred to as "Aircraft"), which agreement, as amended and supplemented, together with all exhibits, specifications and letter agreements related or attached thereto, is hereinafter called the "Purchase Agreement;" and

WHEREAS, Customer and Boeing have come to agreement on the basic configuration of upcoming Customer 767-316F aircraft with delivery in July and October 2005,

WHEREAS, Boeing and Customer have agreed to amend the Purchase Agreement to incorporate the above change;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to amend the Purchase Agreement as follows:

1. Configuration of Two (2) 767-316F Aircraft. This Supplemental Agreement amends the Purchase Agreement to reflect the Define and Control Aircraft Configuration (DCAC) of Customers two (2) 767-316F Aircraft (Jul-05 and Oct-05) which were added to the Purchase Agreement via Supplemental Agreement No. 14.
- 1.1. Table of Contents. Remove and replace in its entirety the Table of Contents, with the Table of Contents attached hereto, to reflect the changes made by this Supplemental Agreement No. 15.
- 1.2. Aircraft Description. Boeing will manufacturer and sell to Customer, and Customer will purchase from Boeing, the Aircraft described in the attached Aircraft Information Table No. 5. This attached Aircraft Information Table No. 5 includes the updated detail specification number of Customer's Aircraft and will replace the prior Table No. 5. Such Aircraft are further described in the attached Exhibit A-4 entitled Aircraft Configuration.

The Purchase Agreement shall be deemed amended to the extent herein provided and as amended shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY	LAN CHILE S.A.
By Lyn A. Johnson	By Carlos Prado C.
-----	-----
Its Attorney-In-Fact	Its Senior VP Corporate Investments
-----	-----

PURCHASE AGREEMENT NUMBER 2126

between

THE BOEING COMPANY

and

Lan Chile S.A.

Relating to Boeing Model 767-316ER, Model 767-38EF, and Model 767-316F Aircraft

P.A. No 2126

SA 15

TABLE OF CONTENTS

ARTICLES

- - - - -

1.	Quantity, Model and Description	SA 5
2.	Delivery Schedule	SA 5
3.	Price	SA 5
4.	Payment	SA 5
5.	Miscellaneous	SA 5

TABLE

- - - - -

1.	Aircraft Information Table	SA 1
2.	Aircraft Information Table	SA 1
3.	Aircraft Information Table	SA 8
4.	Aircraft Information Table	SA 11
5.	Aircraft Information Table	SA 15

EXHIBIT

- - - - -

A.	Aircraft Configuration	
A-1	Aircraft Configuration	SA 1
A-2	Aircraft Configuration	SA 5
A-3	Aircraft Configuration	SA 10
A-4	Aircraft Configuration	SA 15
B.	Aircraft Delivery Requirements and Responsibilities	SA 1

SUPPLEMENTAL EXHIBITS

- - - - -

BFE1.	BFE Variables	SA 1
CS1.	Customer Support Variables	SA 1
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	SA 1
EE1-1.	Engine Escalation/Engine Warranty and Patent Indemnity	SA 5
EE1-2.	Engine Escalation/Engine Warranty and Patent Indemnity	SA 13
SLP1.	Service Life Policy Components	

LETTER AGREEMENTS

2126-1	Seller Purchased Equipment	
2126-2	Cabin Systems Equipment	
2126-3R4	Option Aircraft	SA 13

RESTRICTED LETTER AGREEMENTS

6-1162-DMH-350	Performance Guarantees	
6-1162-DMH-351	Promotion Support	
6-1162-DMH-472	Performance Guarantees	SA 1
6-1162-DMH-475	Configuration Matters	SA 1
6-1162-DMH-1031R2	Special Provisions for Advance Payments	SA 9
6-1162-LAJ-311	Special Matters Relating to the July 2001 and September 2001 Aircraft	SA 11
6-1162-LAJ-0895	Business Considerations	SA 14

P.A. No 2126	2	SA 15
--------------	---	-------

Aircraft Information Table No. 5
to Purchase Agreement No. 2126
Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTGW:	767-300F	412,000		Detail Specification:	D019T002LAN63F-1 (4/2004)
Engine Model:	CF6-80C2B6F			Airframe Price Base Year:	Jul-03
Airframe Price:			\$109,022,000	Engine Price Base Year:	Jul-03
Optional Features:			\$1,410,200		

Sub-Total of Airframe and Features:			\$110,432,200	Airframe Escalation Data:	

Engine Price (Per Aircraft):			\$18,424,006	Base Year Index (ECI):	165.00
Aircraft Basic Price (Excluding BFE/SPE):			\$128,856,206	Base Year Index (ICI):	136.80

Buyer Furnished Equipment (BFE) Estimate:			\$0	Engine Escalation Data:	

Seller Purchased Equipment (SPE) Estimate:			\$1,400,000	Base Year Index (CPI):	151.980
Refundable Deposit per Aircraft at Proposal Acceptance:			\$140,000		

=====									
		Escalation	Escalation	Escalation Estimate					
Delivery	Number of	Factor	Factor	Manufacturer	Adv Payment Base	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
Date	Aircraft	(Airframe)	(Engine)	Serial Number	Price Per A/P	At Signing	24 Mos.	21/18/12/9/6 Mos	Total
						1%	4%	5%	30%

Jul-2005	1	1.0607	1.069	34245	\$138,381,000	\$1,243,810	\$5,535,240	\$6,919,050	\$41,514,300
Oct-2005	1	1.0689	1.076	34246	\$139,415,000	\$1,254,150	\$5,576,600	\$6,970,750	\$41,824,500

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

LANCHILE S.A.

Exhibit A to Purchase Agreement Number 2126

P.A. No. 2126

A

AIRCRAFT CONFIGURATION

Relating to

BOEING MODEL 767-316F AIRCRAFT

THE LANCHILE AIRCRAFT

The Detail Specification for the Aircraft is Boeing Customer Detail Specification D019T002LAN63F-1 dated April 20, 2004. Such Detail Specification will be comprised of Boeing Configuration Specification D019T002, Revision E dated August 28, 2003, as amended to incorporate the applicable specification language to reflect the effect of the Optional Features attached hereto and any other accepted changes, including the effects of such changes on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW). As soon as practicable, Boeing will furnish to Buyer copies of the Detail Specification, which copies will reflect the effect of such Optional Features and any other accepted changes. The Aircraft Basic Price reflects and includes all effects of such Optional Features attached hereto, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

This Aircraft Configuration has taken the last Customer configuration, described in Detail Specification D6T10340LAN-1, Revision E, and re-defined that configuration into new Define and Control Airplane Configuration (DCAC) specification D019T002LAN63F-1.

Change Request	Title	2003 \$'S Price Per A/C
0110-000035	MAJOR MODEL 767 AIRPLANE	INCL
0110-000038	MINOR MODEL 767-300F FREIGHTER AIRPLANE	INCL
0110-000094	MODEL 767-300 GENERAL MARKET FREIGHTER AIRPLANE	INCL
0220-000040	FAA TYPE CERTIFICATION	INCL
0220-000136	15 KNOT MAXIMUM TAKEOFF AND LANDING TAILWIND COMPONENT CERTIFICATION	INCL
0221-000002	DISPATCH WITH GEAR EXTENDED FOR REVENUE FLIGHT	INCL
0221A251A19	ENGINE INOPERATIVE TEN-MINUTE TAKEOFF THRUST OPERATION - CF6-80C2B6F THRUST RATING	INCL
0228-000032	OPERATIONS MANUAL IN FAA FORMAT	INCL
0229A141A41	PERFORMANCE - CERTIFICATION FOR OPERATION AT AIRPORT ALTITUDES OF 9500 FEET AND BELOW	INCL
0252-000014	ENVIRONMENTAL CONTROL SYSTEM - TEMPERATURE INDICATIONS IN DEGREES CELSIUS	INCL
0252-000017	INSTRUMENTATION WITH METRIC UNITS - MODEL 767	INCL
0315C262A22	CERTIFIED OPERATIONAL AND STRUCTURAL DESIGN WEIGHTS, 767-300F	INCL
0351A114C45	TAKEOFF PERFORMANCE IMPROVEMENT - ALTERNATE FORWARD CENTER OF GRAVITY LIMITS	INCL
0360B604F64	MISCELLANEOUS WEIGHT COLLECTOR	INCL
1110C262A21	EXTERIOR COLOR SCHEME AND MARKINGS - LAN 767-316F	INCL
1130-000344	BOEING STANDARD MARKINGS - MAIN DECK CARGO COMPARTMENT	INCL
130A931A06	IATA STANDARD MARKINGS - LOWER LOBE CARGO COMPARTMENT	INCL
2145-000004	BULK CARGO AREA HEATING AND VENTILATING FOR ANIMAL CARRIAGE	INCL
2210-000030	AUTOFLIGHT - THREE DIGIT MACH NUMBER ON MODE CONTROL PANEL	INCL
2210-000031	AUTOFLIGHT - AUTOMATIC AUTOPILOT CHANNEL SELECTION IN APPROACH MODE	INCL
2210-000037	AUTOFLIGHT - BANK ANGLE HOLD AT AUTOPILOT COMMAND ENGAGE	INCL
2210-000039	AUTOFLIGHT - FULL TIME FLIGHT DIRECTOR	INCL
2210-000151	AUTOFLIGHT - ENABLE GLIDE SLOPE CAPTURE PRIOR TO LOCALIZER CAPTURE	INCL
2210-000311	AUTOFLIGHT - FLIGHT CONTROL COMPUTER (FCC) WITHOUT ONBOARD SOFTWARE LOADING CAPABILITY	INCL
2210A064A02	AUTOFLIGHT - ALTITUDE ALERT - 300/900 FEET	INCL
2210B403A07	MODE CONTROL PANEL WITH BACKCOURSE SWITCH	INCL
2230-000127	AUTOTHROTTLE - SELECTION OF CLIMB DERATES	INCL
2230-000133	AUTOTHROTTLE - FIXED PERCENTAGE DERATE LEVELS OF 10% AND 20%	INCL
2230-000135	AUTOTHROTTLE - CLIMB DERATE WASHOUT SCHEDULE - 10,000 TO 12,000 FEET	INCL
2311-000122	HF COMMUNICATIONS - DUAL GABLES HF CONTROL PANEL WITH SENSITIVITY CONTROL - P/N 67401-03 - BFE/SPE	INCL
2311A213A84	HF COMMUNICATIONS - DUAL ROCKWELL HF TRANSCEIVERS - P/N 822-0330-001 AND DIGITAL HF COUPLERS - P/N 822-0987-003 - BFE/SPE	INCL
2312-000432	VHF COMMUNICATIONS - TRIPLE GABLES VHF TUNING PANELS (DUAL KNOB) - P/N 67400-27 - BFE/SPE	INCL
2312-000703	VHF COMMUNICATIONS - ACTIVATION OF 8.33 KHZ CHANNEL SPACING	INCL
2312-000786	VHF COMMUNICATIONS -TRIPLE ROCKWELL ARINC 716/750 VHF-900B FM IMMUNE TRANSCEIVERS WITH 8.33 KHZ CHANNEL SPACING AND CMC INTERFACE CAPABILITY - P/N 822-1047-003 - BFE/SPE	INCL
2315A213A67	SATCOM - PARTIAL PROVISIONS FOR SATCOM SYSTEM AND TOP MOUNTED HIGH GAIN ANTENNA SYSTEM - MODEL 767	INCL
2315B800C72	SATCOM - HF/SATCOM SELECT PANEL - INSTALLATION - FLIGHT DECK	INCL
2321B401A04	SELCAL - AVTECH FIVE CHANNEL DECODER - P/N NA138-714C - BFE/SPE	INCL
2322-000250	ACARS - PARTIAL PROVISIONS FOR SINGLE ARINC 724B ACARS	INCL
2340B800C73	CREW COMMUNICATION - PILOTS' CALL PANEL - SELCAL AND CARGO LOADING/GROUND CALL - 767 FREIGHTER	INCL
2350B800C71	AUDIO INTEGRATING - AUDIO SELECTOR PANELS - FLIGHT DECK	INCL
2351-000042	CONTROL WHEEL PUSH TO TALK (PTT) SWITCH - STANDARD THREE POSITION	INCL
2351A138C64	HAND HELD MICROPHONE - CAPTAIN, FIRST OFFICER AND FIRST OBSERVER - TELEPHONICS - P/N	INCL

2351A213A33	AUDIO INTEGRATION - INSTALLATION- TWO-PLUG AUDIO JACKS IN THE FLIGHT DECK	INCL
-------------	---	------

Change Request	Title	2003 \$'S Price Per A/C
2351A213B77	BOOM MICROPHONE HEADSETS - CAPTAIN AND FIRST OFFICER - TELEX AIRMAN 750 - P/N 64300-200-BFE/SPE	INCL
2351A213B80	HEADPHONE- FIRST OBSERVER -TELEX - P/N 64400-200 - BFE/SPE	INCL
2371-000009	NO MONITOR JACK IN THE WHEEL WELL	INCL
2371-000017	SOLID STATE VOICE RECORDER ED56A AND SOLID STATE MICROPHONE/MONITOR ED56A - ALLIEDSIGNAL - 2 HOUR RECORDING TIME - P/N 980-6022-001 AND P/N 980-6116-002 - BFE/SPE	INCL
2433-000021	STANDBY POWER - EXTENDED TIME CAPABILITY - BATTERY PARALLELING	INCL
2511-000022	MANUALLY OPERATED SEATS - CAPTAIN AND FIRST OFFICER	INCL
2513-000405	SUNVISOR INSTALLATION - NUMBER 1 AND 2 WINDOWS - FLIGHT DECK - SFE	INCL
2527-000732	CONVERSION OPTION - GALLEY/ENTRY AND LAVATORY MAT INSTALLATION -TARAFLEX - 767 FREIGHTER	INCL
2530B604F65	GALLEY INSERT PART NUMBERS - BFE/SPE	INCL
2550-000157	DELIVERY CONFIGURATION - MAIN DECK - TRANSVERSE TYPE A (88" X 125") PALLETS	INCL
2550-000162	ALTERNATE CARGO COMPARTMENT ARRANGEMENT - MAIN DECK - SIDE BY SIDE CONTOURED 88" X 125" TYPE A PALLETS	INCL
2550-000261	CONVERSION OPTION - FIRST PALLET POSITION FOR ACCESS TO LIVE ANIMAL CARRIAGE OR HAZARDOUS MATERIAL CARRIAGE - 767 FREIGHTER	INCL
2550-000263	CONVERSION OPTION - ALTERNATE CARGO COMPARTMENT ARRANGEMENT - MAIN DECK - ADDITIONAL 96" X 196" PALLETS - FREIGHTER	INCL
2553-000044	HARDWARE FOR CARRIAGE OF 88 X 125 AND 96 X 125 INCH PALLETS AND STANDARD CONTAINERS IN THE FORWARD CARGO COMPARTMENT	INCL
2555-000053	CONVERSION OPTION - INSTALLATION OF ADDITIONAL NET AFT OF THE AFT CARGO DOOR	INCL
2560-000177	HALON FIRE EXTINGUISHER - FLIGHT DECK - WALTER KIDDE	INCL
2560A141A86	CREW LIFE VESTS - FLIGHT DECK - SWITLIK- P/N S-31850-6300-AAR001 - BFE/SPE	INCL
2560B599A35	PROTECTIVE BREATHING EQUIPMENT - FLIGHT DECK - B/E AEROSPACE - BFE/SPE	INCL
2562A115D57	EMERGENCY LOCATOR TRANSMITTER (RESCU 406) - INSTALLATION - BFE/SPE	INCL
2564-000215	CONVERSION OPTION - FIRST AID KIT - UPS - BFE/SPE	INCL
2610-000025	KIDDE FIRE DETECTION SYSTEM - GE CF6-80C2 ENGINES AND APU	INCL
2618-000009	SINGLE LOOP DUCT LEAK DETECTION SYSTEM - 3 ZONE	INCL
2622-000002	FIRE BOTTLE COMMONALITY - CF6-80C2 ENGINES AND APU	INCL
2732-000001	STALL WARNING COMPUTER SPEED TAPE ACTIVATION - INHIBIT DISPLAY OF MINIMUM MANEUVER SPEED ON TAKEOFF	INCL
2844-000005	FUEL MEASURING STICKS IN KILOGRAMS WITH CONVERSION TABLES IN KILOGRAMS	INCL
2911-000003	AC MOTOR-DRIVEN HYDRAULIC PUMPS - VICKERS (P/N S270T201-7)	INCL
2911-000038	ENGINE-DRIVEN HYDRAULIC PUMPS - VICKERS INC. (60B00200-12)	INCL
3042-000003	WINDSHIELD WIPERS - TWO SPEED - SINGLE SWITCH	INCL
3080-000006	MANUAL ANTI-ICING SYSTEM - NO ICE DETECTION	INCL
3120-000011	ELECTRONIC CLOCKS - WITHOUT TENTHS OF MINUTE DISPLAY - MAIN INSTRUMENT PANEL	INCL
3131-000143	ACCELEROMETER - Honeywell P/N 971-4193-001 - BFE/SPE	INCL
3131-000187	DIGITAL FLIGHT DATA RECORDER- ALLIEDSIGNAL - 256 WORDS PER SECOND MAXIMUM DATA RATE - P/N 980-4700-042 BFE/SPE	INCL
3131-000435	INTEGRATED DISPLAY UNIT (IDU) INSTALLATION - BFE/SPE - TELEDYNE P/N 2229346-7	INCL
3131A218A57	DIGITAL FLIGHT DATA ACQUISITION UNIT (DFDAU) WITH ACMS CAPABILITY AND ZNTERGRATED PCMCIA MEDIA INTERFACE-TELEDYNE CONTROLS - P/N 2233000-816-1 - BFE/SPE	INCL
3131B800C90	DIGITAL FLIGHT DATA ACQUISITION UNIT (DFDAU) WITH ACMS CAPABILITY AND INTERGRATED PCMCIA MEDIA INTERFACE-TELEDYNE CONTROLS - P/N 2233000-816-1 - BFE/SPE	INCL
3132-000105	PORTABLE DATA LOADER/RECORDER CONNECTOR IN FLIGHT DECK - ARINC 615 - SFE	INCL
3132-000117	DATA LOADER SELECTOR SWITCH MODULE - 20 POSITION 3 WAY - SFE	INCL
3133-000057	FULL FORMAT PRINTER - MILTOPE - ARINC 744 - P/N 706300-212 - BFE/SPE	INCL
3133-000126	ARINC 744 PRINTER PROVISIONS IN ANAISLESTAND EXTENSION IN THE FLIGHT DECK	INCL
3151-000042	FIREBELL AURAL WARNING - 1 SECOND ON, 9 SECONDS OFF	INCL

Change Request	Title	2003 \$'S Price Per A/C
3151-000046	AUTOPILOT DISCONNECT - AURAL WARNING SIREN - AURAL WARNING AND MASTER WARNING LIGHT INHIBITED WHEN AUTOPILOT DISCONNECT SWITCH IS DOUBLE PRESSED QUICKLY	INCL
3151A065A47	RESETTABLE OVERSPEED AURAL WARNING - SIREN	INCL
3161-000135	HYDRAULIC PRESSURE ON EICAS STATUS PAGES	INCL
3161-000137	APU RPM ON PICAS STATUS PAGES	INCL
3161-000139	APU OIL QUANTITY LEVEL ON EICAS	INCL
3161-000141	ADDITIONAL ENVIRONMENTAL CONTROL SYSTEM (ECS) PARAMETERS - DISPLAY ON EICAS MAINTENANCE PAGE	INCL
3161-000144	GENERATOR OFF AND ENGINE OIL PRESSURE - EICAS ADVISORY LEVEL MESSAGES	INCL
3161-000147	ECS PRECOOLER OUTLET TEMPERATURE - (PW AND GE ENGINES) - DISPLAY ON EICAS	INCL
3161-000152	BULK CARGO COMPARTMENT TEMPERATURE - DISPLAY ON EICAS	INCL
3161-000154	RAM AIR OUTLET DOOR POSITION - DISPLAY ON EICAS	INCL
3161-000189	ENGINE FUEL FLOW - FULL TIME DISPLAY - LOWER EICAS DISPLAY	INCL
3162-000016	FLIGHT MODE ANNUNCIATION AT TOP OF ADI	INCL
3162-000021	AIRSPEED TAPE - ROLLING DIGITS AND TREND VECTOR - ADI	INCL
3162-000022	FLIGHT DIRECTOR COMMAND DISPLAY- SPLIT AXIS - ADI	INCL
3162-000026	DISPLAY OF ROUND DIAL AND DIGITAL RADIO ALTITUDE - ADI	INCL
3162-000030	RISING RUNWAY - DISPLAYED ON THE ADI	INCL
3162-000034	RADIO ALTITUDE HEIGHT ALERT DISPLAY - 2500 FEET - ADI	INCL
3162-000054	ILS DEVIATION WARNING - ADI	INCL
3162-000059	MAP MODE ORIENTATION - TRACK UP - NAVIGATION DISPLAY	INCL
3162-000066	TRUE AIRSPEED AND GROUND SPEED - NAVIGATION DISPLAY	INCL
3162-000070	WIND BEARING DIGITAL DISPLAY - NAVIGATION DISPLAY	INCL
3221-000011	TORQUE ARM QUICK DISCONNECT - NOSE LANDING GEAR	INCL
3242A114B69	ANTISKID/AUTOBRAKE CONTROL UNIT (AACU) P/N 42-767-2 (S283T001-27) - INSTALLATION	INCL
3244-000022	PARKING BRAKE REPEATER LIGHT - SINGLE LIGHT - NOSE LANDING GEAR AREA -LIGHT VISIBLE TO GROUND CREW	INCL
3245-000230	WHEELS AND TIRES - NOSE LANDING GEAR - WHEELS - ALLIEDSIGNAL - INSTALLATION WITH SFE 24 PR, 235 MPH TIRES	INCL
3245A298A12	BRAKES - CARBON - MESSIER-BUGAITI	INCL
3245A438A27	OPERATIONAL TIRE SPEED LIMITS - 235MPH	INCL
3245A438A28	WHEELS AND TIRES - MAIN LANDING GEAR - HIGH GROSS WEIGHT WHEELS - MESSIER-BUGAVFI - INSTALLATION WITH SFE 32 PR, 235 MPH TIRES.	INCL
3246-000005	BRAKE TEMPERATURE MONITORING SYSTEM	INCL
3342-000009	TAXI LIGHTS - NOSE GEAR MOUNTED - SPACE PROVISIONS	INCL
3413-000027	MACH/AIRSPEED INDICATOR - TWO KNOT GRADUATIONS BELOW 250 KNOTS	INCL
3421-000042	FAA MACH/AIRSPEED LIMITS AND OVERSPEED ALERTING	INCL
3423-000006	STANDBY MAGNETIC COMPASS COMPENSATION FOR ELECTRICAL CIRCUITS (+/- 5 DEGREES)	INCL
3430-000187	ILS/GPS MULTI-MODE RECEIVER (MMR) - ROCKWELL - P/N 822-1152-002 - BFE/SPE	INCL
3433-000032	RADIO ALTIMETER (RA) - ROCKWELL INTERNATIONAL CORP - P/N 822 -0334-002 - BFE/SPE	INCL
3443-000050	DUAL WEATHER RADAR CONTROL PANEL - ROCKWELL P/N 622-5130-114 - BFE/SPE	INCL
3443A065A34	DUAL WEATHER RADAR SYSTEM - WITH PREDICTIVE WINDSHEAR - ROCKWELL TRANSCEIVER P/N 622-5132-633 - BFE/SPE	INCL
3443A141A90	WEATHER RADAR INDICATOR ON FORWARD ELECTRONICS PANEL - ROCKWELL COLLINS - BFE/SPE	INCL
3445A065A86	TCAS SYSTEM - ROCKWELL COLLINS TCAS COMPUTER P/N 822-1293-002- TCAS CHANGE 7 COMPLIANT- BFE/SPE	INCL
3446-000045	STANDARD VOLUME FOR ALTITUDE CALLOUTS	INCL
3446-000048	ENHANCED GROUND PROXIMITY WARNING SYSTEM (EGPWS) - BANK ANGLE CALLOUT ENABLE	INCL
3446-000050	500 SMART CALLOUT	INCL

Change Request	Title	2003 \$'S Price Per A/C
3451-000022	VOR/MARKER BEACON - ROCKWELL RECEIVER P/N 822-0297-001 - BFE/SPE	INCL
3453B866A16	ATC SYSTEM - ROCKWELL COLLINS ATC TRANSPONDER P/N 822-1338-003 - ELS/EHS/ES AND TCAS CHANGE 7 COMPLIANT - GABLES CONTROL PANEL P/N G6992-12 - BFE/SPE	INCL
3455-000019	DISTANCE MEASURING EQUIPMENT (DME) - ROCKWELL INTERROGATOR PIN 822-0329-001 - BFE/SPE	INCL
3457-000212	AUTOMATIC DIRECTION FINDER (ADF) - DUAL SYSTEM - ROCKWELL ADF-900 SERIES - ADF RECEIVER P/N 822-0299-001; ADF ANTENNA P/N 822-5404-001 - BFE/SPE	INCL
3457-000219	AUTOMATIC DIRECTION FINDER (ADF) - DUAL SYSTEM - ROCKWELL ADF-900/700 SERIES - ADF RECEIVER P/N 822-0299-001 - ADF ANTENNA P/N 622-5404-003 - BFE/SPE	INCL
3457-000289	DUAL ADF CONTROL PANEL - BOEING - 285T0557-2 - WITHOUT BFO OR TONE SWITCH - SFE	INCL
3461A425A03	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - OFFPATH DESCENT CIRCLES AND DISTANCE MEASURING EQUIPMENT RANGE RINGS DISPLAYED	INCL
3461A425A04	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - SCANNING DME OPERATIONS - ENABLE	INCL
3461A425A06	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - RUNWAY DISTANCE AND OFFSET POSITION SHIFT IN UNITS OF METERS	INCL
3461A425A10	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - NAVIGATION DATABASE - CUSTOMER SUPPLIED	INCL
3511B899B43	CREW OXYGEN MASKS - DILUTER DEMAND REGULATORS WITH SEPARATE SMOKE GOGGLES - CAPTAIN AND FIRST OFFICER - EROS - BFE/SPE	INCL
3511B899B44	CREW OXYGEN MASKS - DILUTER DEMAND TYPE REGULATORS WITH SEPARATE SMOKE GOGGLES - FIRST OBSERVER - EROS - BFE/SPE	INCL
3611-000006	ALLIEDSIGNAL INC. - INTERMEDIATE PRESSURE (IP) CHECK VALVES - GE\ P&W ENGINES	INCL
4970-000045	APU HOURMETER - RIGHT DECK	INCL
7200-000382	STANDARD FAN SPINNER - GE ENGINES	INCL
7200-000412	GE PROPULSION SYSTEM	INCL
7200-000459	GENERAL ELECTRIC ENGINES - CF6-80C2-B6F - B6F RATING - WITH FADEC	INCL
7830-000012	MANUAL OPENING OF THRUST REVERSER ASSEMBLIES - GE CF6-80C2 ENGINES	INCL
7900-000117	LUBRICATING OIL - BP TURBO OIL 2380	INCL
8011-000006	HAMILTON STANDARD STARTERS AND STARTER VALVES - GE ENGINES	INCL
MISC FO	FOLLOW ON EXH A VR259	\$1,410,200
OPTIONS: 147		TOTALS: \$1,410,200

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

Lan Chile S.A.

Exhibit B to Purchase Agreement Number 2126

P.A. No. 2126

B

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 767-316ER MODEL 767-38EF AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

P.A. No. 2126

B-1

SA 1

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents.

Not later than 6 months prior to delivery of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than 3 months prior to delivery of each Aircraft, Customer will if and to the extent required under applicable law, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer.

1.2.2 Non-U.S. Registered Aircraft. Unless Customer notifies Boeing that the Certificate of Sanitary Construction is not required, Boeing will obtain such Certificate and provide it at delivery.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than 3 months prior to delivery of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than 20 days prior to delivery a complete crew and passenger list and a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than 20 days prior to delivery of such intention. If Boeing receives such

notification, Boeing will provide to Customer the documents constituting a Customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Form 7525V and, immediately prior to the ferry flight, will submit such Form to U.S. Customs in Seattle in order to obtain clearance for the departure of the Aircraft, including any cargo, from the United States. U.S. Customs will deliver the Export Declaration to the U.S. Department of Commerce after export.

2. INSURANCE CERTIFICATES.

Unless provided earlier, Customer will provide to Boeing not later than 30 days prior to delivery of the first Aircraft, a copy of the requisite annual insurance certificate in accordance with the requirements of Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than 20 days prior to delivery of the Aircraft, Customer will provide to Boeing a configuration letter, stating the requested "flyaway configuration" of the Aircraft for its ferry flight. This configuration letter should include:

(i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;

(ii) the cargo to be loaded and where it is to be stowed on board the Aircraft and address where cargo is to be shipped after flyaway;

(iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft;

(iv) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and

(v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All FAA, Boeing, Customer and, if required, U.S. Customs Bureau inspections will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Boeing will provide Customer with reasonable notice of such inspections.

4.2 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft. Boeing will provide Customer with reasonable notice of such flights.

4.3 Schedule for Customer's Flight Crew. Boeing will provide Customer with reasonable notice of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.4 Fuel Provided by Boeing. Boeing will provide to Customer, without charge, the amount of fuel shown in U.S. gallons in the table below for the model of Aircraft being delivered and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

Aircraft Model	Fuel Provided
-----	-----
737	1,000
747	4,000
757	1,600
767	2,000
777	3,000

4.5 Flight Crew and Passenger Consumables. Boeing will provide food, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery. If title for the Aircraft will be transferred to Customer through a Boeing sales subsidiary and if the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing's sales subsidiary to Customer.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its Aircraft Radio Station License to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

LanChile S.A.

Supplemental Exhibit BFE1 to Purchase Agreement Number 2126

P.A. No. 2126

BFE1

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 767-316ER AIRCRAFT

This Supplemental Exhibit BFE1 contains vendor selection dates, on-dock dates and other variables applicable to the Aircraft.

1. Supplier Selection.

Customer will:

1.1 Select and notify Boeing of the suppliers of the following BFE items by the following dates:

Galley System	May 21, 1998 -----
Seats (passenger)	May 29, 1998 -----

2. On-dock Dates

On or before September 1, 1998, Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE. For planning purposes, a preliminary BFE on-dock schedule is set forth below:

Item	Preliminary On-Dock Dates	
- - - - -	-----	
	June 1999 Aircraft	November 1999 Aircraft
	-----	-----
Seats	March 17, 1999	July 30, 1999
Galleys	March 4, 1999	July 19, 1999
Electronics	January 15, 1999	May 28, 1999
Furnishings	March 26, 1999	August 10, 1998
P.A. No. 2126	BFE1-2	

CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

Lan Chile S.A.

Supplemental Exhibit CS1 to Purchase Agreement Number 2126

P.A. No. 2126

CS1

SA 1

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODEL 767-316ER AND MODEL 767-38EF AIRCRAFT

Customer and Boeing will conduct planning conferences approximately 12 months prior to delivery of the first Aircraft, or as mutually agreed, in order to develop and schedule a customized Customer Support Program to be furnished by Boeing in support of the Aircraft.

The customized Customer Services Program will be based upon and equivalent to the entitlements summarized below.

1. Maintenance Training.

- 1.1 Maintenance Training Minor Model Differences Course, if required, covering operational, structural or systems differences between Customer's newly-purchased Aircraft and an aircraft of the same model currently operated by Customer; 1 class of 15 students;
- 1.2 Training materials, if applicable, will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including visual aids, text and graphics will be provided for use in Customer's own training program.

2. Flight Training.

Boeing will provide, if required, one classroom course to acquaint up to 15 students with operational, systems and performance differences between Customer's newly-purchased Aircraft and an aircraft of the same model currently operated by Customer.

Training materials, if applicable, will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including visual aids, text and graphics will be provided for use in Customer's own training program.

3. Planning Assistance.

3.1 Maintenance and Ground Operations.

Upon request, Boeing will provide planning assistance regarding Minor Model Differences requirements for facilities, tools and equipment.

3.2 Spares.

Boeing will revise, as applicable, the customized Recommended Spares Parts List (RSPL) and Illustrated Parts Catalog (IPC).

4. Technical Data and Documents

4.1. Flight Operations.

Airplane Flight Manual
Operations Manual
Quick Reference Handbook
Weight and Balance Manual
Dispatch Deviation Procedures Guide
Flight Crew Training Manual
Baggage/Cargo Loading Manual
Performance Engineer's Manual
Jet Transport Performance Methods
FMC Supplemental Data Document
Operational Performance Software

4.2. Maintenance.

Aircraft Maintenance Manual
Wiring Diagram Manual
Systems Schematics Manual
Connector Part Number Options Document
Structural Repair Manual
Overhaul/Component Maintenance Manual
Standard Overhaul Practices Manual
Standard Wiring Practices Manual
Non-Destructive Test Manual
Service Bulletins and Index
Corrosion Prevention Manual
Fault Isolation Manual
Fuel Measuring Stick Calibration Document
Power Plant Buildup Manual
Built-In Test Equipment (BITE) Manual
Central Maintenance Computer System Reporting Table
In Service Activity Report
All Operator Letters
Service Letters
Structural Item Interim Advisory
Maintenance Tips
Combined Index

- 4.3. Maintenance Planning.
 - Maintenance Planning Data Document
 - Maintenance Planning Data Tasks Masterfile
 - Maintenance Task Cards and Index
 - Maintenance Inspection Intervals Report
- 4.4. Spares.
 - Illustrated Parts Catalog
 - Standards Books
- 4.5. Facilities and Equipment Planning.
 - Facilities and Equipment Planning Document
 - Special Tool and Ground Handling Equipment Drawings and Index
 - Supplementary Tooling Documentation
 - System Test Equipment Document
 - Illustrated Tool and Equipment List/Manual
 - Aircraft Recovery Document
 - Airplane Characteristics for Airport Planning Document
 - Airplane Rescue and Fire Fighting Document
 - Engine Handling Document
- 4.6. Computer Software Index.
- 4.7. Supplier Technical Data.
 - Service Bulletins
 - Ground Support Equipment Data
 - Provisioning Information
 - Component Maintenance/Overhaul Manuals and Index
 - Publications Index
 - Product Support Supplier Directory

ENGINE ESCALATION,
ENGINE WARRANTY AND PATENT INDEMNITY

between

THE BOEING COMPANY

and

Lan Chile S.A.

Supplemental Exhibit EE1-2 to Purchase Agreement Number 2126

P.A. No. 2126 SA13

EE1-2

ENGINE ESCALATION,
ENGINE WARRANTY AND PATENT INDEMNITY

relating to

BOEING MODEL 767-316F AIRCRAFT

1. ENGINE ESCALATION.

(a) The Aircraft Basic Price of each Aircraft set forth in Table 1 of the Purchase Agreement includes an aggregate price for engines and all accessories, equipment and parts provided by General Electric Aircraft Engines (GE). The adjustment in Engine Price applicable to each Aircraft (Engine Price Adjustment) will be determined at the time of Aircraft delivery in accordance with the following formula:

$$Pe = [(Pb+F) \times (CPI / CPIb)] - Pb$$

where CPLb is the Engine Escalation Base Year Index as set forth in Table 1 of the Purchase Agreement.

(b) The following definitions will apply herein:

Pe = Engine Price Adjustment

Pb = Engine Price (per Aircraft), as set forth in Table 1 of the Purchase Agreement.

F = $0.005 \times (N/12) \times Pb$ where N is the number of calendar months which have elapsed from the Engine Price Base Year and Month up to and including the month of delivery, both as shown in Table 1 of the Purchase Agreement.

CPI = L + ICI (rounded to the nearest hundredth)

Ø = A value determined using the U.S. Department of Labor, Bureau of Labor Statistics "Employment Cost Index Wages and Salaries for Aircraft Manufacturing (SIC 3721)", calculated as a 3-month arithmetic average of the released values (expressed as a decimal and rounded to the nearest tenth) using the values for the 12th, 13th, and 14th months prior to the month of scheduled Aircraft delivery then multiplied by 65% and rounded to the nearest thousandth.

ICI = A value determined using the U.S. Department of Labor, Bureau of Labor Statistics "Producer Prices and Price Index - Industrial Commodities Index" calculated

as a 3-month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest hundredth) using the values for the 12th, 13th and 14th months prior to the month of scheduled delivery of the Aircraft, then multiplied by 35% and rounded to the nearest thousandth.

The Engine Price Adjustment will not be made if it would result in a decrease in the Engine Price.

(c) The values of the Employment Cost Index Wages & Salaries (SIC 3721) and Producer Prices and Price Index - Industrial Commodities Index used will be those published as of a date 30 days prior to the first day of the scheduled Aircraft delivery month to Customer. As the Employment Cost Index Wages and Salaries for Aircraft Manufacturing (SIC 3721) values are only released on a quarterly basis, the value released for the month of March will be used for the months of January and February; the value for June used for April and May; the value for September used for July and August; and the value for December used for October and November. Such values will be considered final and no Engine Price Adjustment will be made after Aircraft delivery for any subsequent changes in published index values. If no values have been released for an applicable month, the provisions set forth in Paragraph e, below, will apply. If prior to delivery of an Aircraft, the U.S. Department of Labor, Bureau of Labor Statistics changes the base year for determination of the L or ICI values as defined above, such rebase values will be incorporated in the Engine Price Adjustment calculation.

(d) If at the time of delivery of an Aircraft, Boeing is unable to determine the Engine Price Adjustment because the applicable values to be used to determine L and ICI have not been released by the U.S. Department of Labor, Bureau of Labor Statistics, then: In the event the Engine Price escalation provisions are made non-enforceable or otherwise rendered null and void by any agency of the United States Government, GE agrees to meet jointly with Boeing and Customer (to the extent such parties may lawfully do so) to adjust equitably the Aircraft Basic Price of any affected Aircraft to reflect an allowance for increase or decrease in labor compensation and material costs occurring since February of the base price year which is consistent with the application provisions of this Supplemental Exhibit EE1.

(e) If prior to delivery of an Aircraft, the U.S. Department of Labor, Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the L and ICI values (in contrast to benchmark adjustments or other corrections of previously released values), Customer, Boeing and GE will, prior to delivery of such Aircraft, select a substitute for such values from data published by the U.S. Department of Labor, Bureau of Labor Statistics or other similar data reported by non-governmental United States organizations, such substitute to lead in application to the same adjustment result insofar as possible, as would have been achieved by continuing the use of the original values as they may have fluctuated during the applicable time period. Appropriate revisions of the formula will be made as required to

reflect any substitute values. However, if within 24 months from delivery of the Aircraft, the U.S. Department of Labor, Bureau of Labor Statistics should resume releasing values for the months needed to determine the Engine Price Adjustment, such values will be used to determine the increase or decrease in the Engine Price Adjustment determined at the time of delivery of such Aircraft.

NOTE: The factor (CPI divided by the base year index) by which the Engine Price is to be multiplied will be expressed as a decimal and rounded to the nearest thousandth. Any rounding of a number, as required under this Supplemental Exhibit with respect to escalation of the Engine Price, will be accomplished as follows: if the first digit of the portion to be dropped from the number to be rounded is five or greater, the preceding digit will be raised to the next higher number.

2. ENGINE WARRANTY AND PRODUCT SUPPORT PLAN.

Boeing has obtained from GE the right to extend to Customer the provisions of GE's warranty and product support plan (Warranty and Product Support Plan); subject, however, to Customer's acceptance of the conditions set forth herein and in such Warranty and Product Support Plan. Accordingly, Boeing hereby extends to Customer and Customer hereby accepts the provisions of GE's Warranty and Product Support Plan, and such Warranty and Product Support Plan shall apply to all CF6 turbofan engines including all Modules and Parts thereof, as these terms are defined in the Warranty and Product Support Plan, (Engines) installed in the Aircraft at the time of delivery or purchased from Boeing by Customer for support of the Aircraft except that, if Customer and GE have executed a general terms agreement (Engine GTA), then the terms of the Engine GTA shall be substituted for and supersede the below-stated provisions and such provisions shall be of no force or effect and neither Boeing nor GE shall have any obligation arising therefrom. In consideration for Boeing's extension of the GE Warranty and Product Support Plan to Customer, Customer hereby releases and discharges Boeing from any and all claims, obligations and liabilities whatsoever arising out of the purchase or use of the Engines and Customer hereby waives, releases and renounces all its rights in all such claims, obligations and liabilities.

The Warranty and Product Support Plan is set forth in Exhibit C to the applicable purchase contract between GE and Boeing. Copies of the Warranty and Product Support Plan shall be provided to Customer by Boeing upon request.

SERVICE LIFE POLICY COMPONENTS

between

THE BOEING COMPANY

and

LanChile S.A.

Supplemental Exhibit SLP1 to Purchase Agreement Number 2126

PA. No. 2126

SLP1

COVERED SERVICE LIFE COMPONENTS

relating to

BOEING MODEL 767 AIRCRAFT

This is the listing of Covered Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. 2126.

1. Wing.

- (a) Upper and lower wing skins and stiffeners between the forward and rear wing spars.
- (b) Wing spar webs, chords and stiffeners.
- (c) Inspar wing ribs.
- (d) Inspar splice plates and fittings.
- (e) Main landing gear support structure.
- (f) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to the beams.
- (g) Wing-to-body structural attachments.
- (h) Engine strut support fittings attached directly to wing primary structure.
- (i) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; and for leading edge devices and trailing edge flaps.
- (j) Leading edge device and trailing edge flap support system.
- (k) Aileron, leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

2. Body.

- (a) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the

forward pressure bulkhead and the vertical stabilizer rear spar bulkhead, and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

- (b) Window and windshield structure but excluding the windows and windshields.
- (c) Fixed attachment structure of the passenger doors, cargo doors and emergency exits excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.
- (d) Nose wheel well structure, including the wheel well walls, pressure deck, forward and aft bulkheads, and the gear support structure.
- (e) Main gear wheel well structure including pressure deck, bulkheads and landing gear beam support structure.
- (f) Floor beams and support posts in the control cab and passenger cabin area, but excluding seat tracks.
- (g) Forward and aft pressure bulkheads.
- (h) Keel structure between the wing front spar bulkhead and the main gear wheel well aft bulkhead, including splices.
- (i) Wing front and rear spar support bulkheads, and vertical and horizontal stabilizer front and rear spar support bulkheads including terminal fittings but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.
- (j) Support structure in the body for the stabilizer pivot and stabilizer screw.

3. Vertical Stabilizer.

- (a) External skins between front and rear spars including splices.
- (b) Front, rear and auxiliary spar chords, webs and stiffeners, and attachment fittings between vertical stabilizer and body.

- (c) Inspar ribs.
- (d) Support structure in the vertical stabilizer for rudder hinges, reaction links and actuators.
- (e) Rudder internal, fixed attachment and actuator support structure.
- (f) Rudder hinges and supporting ribs, excluding bearings.

4. Horizontal Stabilizer.

- (a) External skins between front and rear spars.
- (b) Front, rear and auxiliary spar chords, webs and stiffeners.
- (c) Inspar ribs.
- (d) Stabilizer center section and fittings splicing to outboard stabilizer including pivot and screw support structure.
- (e) Support structure in the horizontal stabilizer for the elevator hinges, reaction links and actuators.
- (f) Elevator internal, fixed attachment and actuator support structure.

5. Engine Strut.

- (a) Strut external surface skin and doublers and stiffeners.
- (b) Internal strut chords, frames and bulkheads.
- (c) Strut to wing fittings and diagonal brace.
- (d) Engine mount support fittings attached directly to strut structure.
- (e) For Aircraft equipped with General Electric or Pratt & Whitney engines only, the engine mounted support fittings.

6. Main Landing Gear.

- (a) Outer cylinder.
- (b) Inner cylinder.
- (c) Upper and lower side strut, including spindles and universals.
- (d) Upper and lower drag strut, including spindles and universals.

- (e) Orifice support tube.
- (f) Downlock links, including spindles and universals
- (g) Torsion links.
- (h) Bogie beam.
- (i) Axles.

7. Nose Landing Gear.

- (a) Outer cylinder.
- (b) Inner cylinder, including axles.
- (c) Orifice support tube.
- (d) Upper and lower drag strut, including lock links.
- (e) Steering plates and steering collar.
- (f) Torsion links.
- (g) Actuator support beam and hanger.

NOTE: The Service Life Policy does not cover any bearings, bolts, bushings, clamps, brackets, actuating mechanisms or latching mechanisms used in or on the Covered Components.

Boeing Commercial Airplane Group
P.O. Box 3707
Seattle, WA 98124-2207

2126-1

LanChile S.A.
Estado 10
Casilla 1470
Santiago, Chile

Subject: Seller Purchased Equipment

Reference: Purchase Agreement No. 2126 (the Purchase Agreement) between
The Boeing Company (Boeing) and LanChile S.A. (Customer)
relating to Model 767-316ER aircraft (the Aircraft)

This Letter Agreement amends and supplements the Purchase Agreement. All terms
used but not defined in this Letter Agreement have the same meaning as in the
Purchase Agreement.

Definition of Terms:

Seller Purchased Equipment (SPE): Buyer Furnished Equipment (BFE) that Boeing
purchases for Customer.

Developmental Buyer Furnished Equipment (DBFE): BFE not previously certified for
installation on the same model aircraft.

Developmental Avionics: Developmental avionics are avionics that have not been
previously certified for installation on the same model aircraft. This Letter
Agreement does not include developmental avionics.

1. Price.

Advance Payments. An estimated SPE price will be included in the
Advance Payment Base Price for the purpose of establishing the advance payments
for the Aircraft. The estimated price of this SPE for the Aircraft is \$***
expressed in July 1995 dollars.

Aircraft Price. The Aircraft Price will be adjusted to reflect (i) the
actual costs charged Boeing by the SPE suppliers, (ii) a handling fee of 10% of
such costs and (iii) reasonable transportation charges. If all DBFE, except for
Developmental Avionics, is converted to SPE, Boeing will waive the handling fee
for all SPE.

PA. No. 2126

2. Responsibilities.

2.1 Customer is responsible for

(i) selecting the supplier on or before:

May 21, 1998	for galleys

May 29, 1998	for seats

- (ii) selecting a FAA certifiable part; and
- (iii) providing to Boeing the SPE part specification/Customer requirements.

2.2. Boeing is responsible for:

- (i) placing and managing the purchase order with the supplier;
- (ii) coordinating with the suppliers on technical issues;
- (iii) ensuring that the delivered SPE complies with the part specification;
- (iv) obtaining certification of the Aircraft with the SPE installed; and
- (v) obtaining for Customer the supplier's standard warranty for the SPE. SPE is deemed to be BFE for purposes of Part 2 of Exhibit C, the Product Assurance Document.

3. Supplier Selection For SPE Galleys and Seats.

In addition to those responsibilities described above, for SPE galleys and seats the following provisions apply with respect to Customer's selection of suppliers:

Galley Requirements. Customer will provide Boeing the definitive galley configuration requirements not later than TBD.

Bidder's List. For information purposes, Boeing will submit to Customer a bidder's list of existing suppliers of seats and galleys within 120 days of the supplier selection date shown above.

Request for Quotation (REQ). Approximately 90 days prior to the supplier selection date, Boeing will issue its REQ inviting potential bidders to submit bids for the galleys and seats within 30 days of the selection date.

Recommended Bidders. Not later than 15 days prior to the supplier selection date, Boeing will submit to Customer a list of recommended bidders from which to choose a supplier for the galleys and seats. The recommendation is based on an evaluation of the bids submitted using price, weight, warranty and schedule as the criteria.

Supplier Selection. If Customer selects a seat or galley supplier that is not on the Boeing recommended list, such seat or galley will become BFE and the provisions of Exhibit A, Buyer Furnished Equipment Provisions Document, of the AGTA will apply.

4. Changes.

After this Letter Agreement is signed, changes to SPE may only be made by and between Boeing and the suppliers. Customer's contacts with SPE suppliers relating to design (including selection of materials and colors), weights, prices or schedules are for informational purposes only. If Customer wants any changes made, requests must be made directly to Boeing for coordination with the supplier.

5. Proprietary Rights.

Boeing's obligation to purchase SPE will not impose upon Boeing any obligation to compensate Customer or any supplier for any proprietary rights Customer may have in the design of the SPE.

6. Remedies.

If Customer does not comply with the obligations above, Boeing may:

- (i) delay delivery of the Aircraft;
- (ii) deliver the Aircraft without installing the SPE;
- (iii) substitute a comparable part and invoice Customer for the cost;

(iv) increase the Aircraft Price by the amount of Boeing's additional reasonable costs directly attributable to such noncompliance.

7. Customer's Indemnification of Boeing.

Customer will indemnify and hold harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including Aircraft, arising out of or in any way connected with any nonconformance or defect in any SPE and whether or not arising in tort or occasioned in whole or in part by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the SPE.

Very truly yours,

THE BOEING COMPANY

By /s/ [Illegible Signature]

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date January 30, 1998

LANCHILE S.A.

By /s/ Carlos Prado C.

Its S.V.P. Technical

PA. No. 2126

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LAJ-0895

Lan Chile S.A.
Santiago, Chile

Subject: Business Considerations

Reference: Purchase Agreement No. 2126 (The Purchase Agreement)
between The Boeing Company (Boeing) and Lan Chile S.A.
(Customer) relating to Model 767-316F aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement 6-1162-LAJ-310R1 dated July 17, 2002.

1. Credit Memorandum.

Boeing will provide concurrent with the delivery of each Model 767-316F Aircraft contained on the Aircraft Information Table No. 5 of the Purchase Agreement a credit memorandum equal to ***% of the escalated Airframe Price. This credit memorandum may be used for the purchase of any Boeing goods and services including aircraft but the credit memorandum may not be used for advance payments.

2. Export License.

Customer understands and confirms that it is Customer's responsibility to obtain any required Export License from the relevant U.S. authority. Without accepting any liability for any failure to do so, Boeing will use reasonable endeavors to alert Customer to any regulatory changes of which Boeing becomes aware and which require Buyer to obtain such Export License.

3. Warranty Modification.

Notwithstanding paragraph 3.2 of Part 2 of Exhibit C to the AGTA, Boeing agrees that the warranty period for a Corrected Boeing Product resulting from a defect in material or workmanship is 6 months or the remainder of the initial warranty period, whichever is longer.

4. 2005 Special Credit Memorandum for Firm Aircraft.

In consideration of Customer purchasing the Jul-05 and Oct-05 delivery positions identified in the Aircraft Information Table No. 5 of the Purchase Agreement, Boeing will provide concurrent with the delivery the Jul-05 and Oct-05 delivery positions a special 2005 credit memorandum equal to ***% of the escalated Airframe Price. This credit memorandum may be used for the purchase of any Boeing goods and services including aircraft but the credit memorandum may not be used for advance payments.

5. Engine Thrust Reverser Credit Memo.

In consideration of Customer purchasing the purchasing the Jul-05 and Oct-05 delivery positions identified in the Aircraft Information Table No. 5 of the Purchase Agreement, Boeing will provide concurrent with the delivery the Jul-05 and Oct-05 delivery positions a credit memorandum equal to *** dollars (US \$***). This credit memorandum may be used for the purchase of any Boeing goods and services including aircraft but the credit memorandum may not be used for advance payments.

6. Special Credit Memo for Purchasing Two (2) Aircraft.

In consideration of Customer purchasing the purchasing the Jul-05 and Oct-05 delivery positions identified in the Aircraft Information Table No. 5 of the Purchase Agreement, Boeing will provide concurrent with the delivery the Jul-05 and Oct-05 delivery positions a credit memorandum equal to *** dollars (US \$***). This credit memorandum may be used for the purchase of any Boeing goods and services including aircraft but the credit memorandum may not be used for advance payments.

7. Payment Due at Signing of Supplemental Agreement No. 14.

Notwithstanding payment requirements described in Supplemental Agreement No. 14, Customer may defer the payment(s) that would otherwise be required at signing to any date on or before ***.

8. Deferred Advance Payment Schedule.

Notwithstanding the Advance Payment Schedule in the Airplane Information Table No. 5 of the Purchase Agreement, Customer may elect to utilize the following Deferred Advance Payment Schedule.

Due Date of Payment	Amount Due per Aircraft
- - - - -	- - - - -
	(Percentage times Advance Payment Base Price)
Signing of Definitive Agreement	***% (less the Deposit)
*** months prior to the first day of the scheduled delivery month of the Aircraft	***%
*** months prior to the first day of the scheduled delivery month of the Aircraft	***%
*** months prior to the first day of the scheduled delivery month of the Aircraft	***%
Total	***%

9. Interest Rate for Deferred Advance Payments on Firm Aircraft.

For the period from May 6, 2004 through June 30, 2004 Customer will pay interest on all amounts that are deferred pursuant to the above schedule at a fluctuating rate per annum equal to the sixty day (60 day) London Interbank Offered Rate (LIBOR), as published in The Wall Street Journal on April 1, 2004, plus ***%. For the remaining period from July 1, 2004 until delivery of each of the Firm Aircraft, Customer will pay interest on all amounts that are deferred pursuant to the above schedule at a fluctuating rate per annum equal to the ninety day (90 day) London Interbank Offered Rate (LIBOR), as published in The Wall Street Journal effective for the first business day of each calendar quarter (usually published on the business day just prior to such calendar quarter), plus ***%. Such interest shall accrue from and including the date on which such payments would have been due if there were no deferral up to the but excluding the date on which such amounts are paid in full. Interest shall be due and payable quarterly with any remaining unpaid amount due at delivery of each Firm Aircraft (Note: the interest rate as determined above for the period of July 1, 2004 until delivery of each of the Firm Aircraft will be used for the entire calendar quarter; e.g., the interest rate determined based on the LIBOR interest rate for July 1, 2004, would be used for all interest calculations in July, August and September of 2004.)

10. Confidentiality.

Customer understands that the information contained in this Letter Agreement is considered confidential. Customer agrees to treat this Letter Agreement as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any third parties.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ Lyn A. Johnson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date 20th, April, 2004

LAN CHILE S.A.

By /s/ Carlos Prado C.

Its Senior VP Corporate Investments

Certification of Chief Executive Officer

I, Enrique Cueto Plaza, certify that:

1. I have reviewed this amendment to the annual report on Form 20-F of Lan Airlines S.A.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: May 4, 2007

By: /s/ Enrique Cueto Plaza

Name: Enrique Cueto Plaza

Title: Chief Executive Officer

Certification of Chief Financial Officer

I, Alejandro de la Fuente, certify that:

1. I have reviewed this amendment to the annual report on Form 20-F of Lan Airlines S.A.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: May 4, 2007

By: /s/ Alejandro de la Fuente Goic

Name: Alejandro de la Fuente Goic

Title: Chief Financial Officer