

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

**FORM 20-F/A**

AMENDMENT NO. 1 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, 2005

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

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 5(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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

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*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. 1 (this “Amendment”) to our annual report on Form 20-F for the fiscal year ended December 31, 2005, filed on June 30, 2006 (the “Form 20-F”), is being filed solely to add as exhibits (i) an agreement we entered into with Airbus S.A.S. related to the acquisition of 15 Airbus aircraft and (ii) an agreement we entered into with The Boeing Company related to the acquisition of three Boeing aircraft. In this Amendment, we have included these agreements as Exhibit 4.1.2 and Exhibit 4.2.2, respectively. Accordingly, we also have added Exhibit 4.1.2 and Exhibit 4.2.2 to the Exhibit List in Item 19. We note that portions of Exhibit 4.1.2 and Exhibit 4.2.2 have been omitted pursuant to a request for confidential treatment and that such omitted portions are being filed separately with the Securities and Exchange Commission.

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 30, 2006.

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## PART III

### ITEM 19. EXHIBITS

Documents filed as exhibits to this annual report.

<u>Exhibit No.</u>	<u>Description</u>
1.1	By-laws of Lan Airlines S.A. (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 30, 2005).
2.1	Amended and Restated Deposit Agreement among LanChile, The Bank of New York, and all registered holders from time to time of any American Depositary Receipts, including the form of American Depositary Receipt (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 14, 2004).
2.2	Foreign Investment Contract among the Central Bank of Chile, LanChile and Citibank, N.A., as depositary, relating to the foreign exchange treatment of holders of ADSs (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 14, 2004).
2.3	Foreign Investment Contract Assignment Agreement among the Central Bank of Chile, LanChile, Citibank N.A., as assignor, and The Bank of New York, as assignee, relating to the foreign exchange treatment of holders of ADSs (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 14, 2004).
2.4	Right of First Refusal Agreement among Inversiones Santa Cecilia S.A., Bancard S.A., Inversiones Costa Verde, S.A., Inmobiliaria e Inversiones Asturias S.A., Inversiones Aéreas CGP S.A., Inversiones Aéreas CGP DOS S.A. (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 14, 2004).
2.5	Supplement to Right of First Refusal Agreement among Inversiones Costa Verde Limitada y Compañía en Comandita por Acciones, Inversiones Santa Cecilia S.A., Axxion S.A., Inversiones Aéreas CGP S.A. and Inversiones Aéreas CGP DOS S.A. (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 30, 2005).
2.6	Joint Action Agreement among Inversiones Costa Verde Limitada y Compañía en Comandita por Acciones, Inversiones Santa Cecilia S.A., and Axxion S.A. (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 30, 2005).
4.1	Purchase Agreements between Lan Chile S.A. and Airbus Industrie relating to Airbus A320-family aircraft and Airbus A340 series aircraft (incorporated by reference to our annual report on Form 20-F (File No. 001-14728) filed on June 24, 2001 and portions of which have been omitted pursuant to a request for confidential treatment).
4.1.1	Amendments No. 2 and 3, Letter Agreements No. 1, 2, 3, 4, 5, 6A, 6B, 7, 8 to Amendment No. 2, Side Letters to Amendment No. 2 and Side Letter to Amendment No. 3 to the Second A320F Purchase Agreement dated March 20, 1998 as amended and restated, between Lan Airlines S.A. (formerly known as Lan Chile S.A.) and Airbus S.A.S. (as successor to Airbus Industrie).*
4.1.2	Amendment No. 3 to the Second A320 Family Purchase Agreement between Lan Airlines S.A. and Airbus S.A.S. dated as of March 6, 2007.**
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 (incorporated by reference to our amended annual report on Form 20-F (File No. 001-14728) filed on December 21, 2004 and portions of which have been omitted pursuant to a request for confidential treatment).
4.2.1	Supplemental Agreements No. 16, 17, 18, 19, 20, 21 and 22 to the Purchase Agreement No. 2126 between Lan Airlines (formerly known as Lan Chile S.A.) and The Boeing Company, relating to Model 767-316ER, Model 767-38EF, and Model 767-316F Aircraft, dated as of January 30, 1998.*

- 4.2.2 Supplemental Agreement No. 23 to the Purchase Agreement No. 2126 between Lan Airlines S.A. and The Boeing Company dated as of December 14, 2006.\*\*
  - 8.1 List of subsidiaries of the Company.
  - 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.
  - 13.1 Certifications of Chief Financial Officer and Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
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\* These documents have been submitted separately to the Securities and Exchange Commission pursuant to a request for confidentiality treatment.

\*\* Portions of these documents have been omitted pursuant to a request for confidential treatment. Such omitted portions are being filed separately with the Securities and Exchange Commission.

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**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: April 23, 2007

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**EXHIBIT INDEX TO AMENDMENT NO. 1**

<b>Exhibit No.</b>	<b>Description</b>
4.1.2	Amendment No. 3 to the Second A320 Family Purchase Agreement between Lan Airlines S.A. and Airbus S.A.S. dated as of March 6, 2007.**
4.2.2	Supplemental Agreement No. 23 to the Purchase Agreement No. 2126 between Lan Airlines S.A. and The Boeing Company dated as of December 14, 2006.**
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.

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\*\* Portions of these documents have been omitted pursuant to a request for confidential treatment. Such omitted portions are being filed separately with the Securities and Exchange Commission.





*Note: Confidential treatment has been requested for certain portions of this exhibit. The copy filed herewith omits the information subject to the confidential treatment request. Omissions are designated as “\*\*\*”. A complete version of this exhibit is being filed separately with the Securities and Exchange Commission.*

**AMENDMENT No. 3**

TO THE

SECOND A320 FAMILY PURCHASE AGREEMENT

BETWEEN

**LAN AIRLINES S.A.**

AND

**AIRBUS S.A.S.**

A320F - LAN - AMDT 3 - Second A320 Family PA – Mar 07  
CCC.337.0011/07.

This Amendment No. 3 to the Second A320 Family Purchase Agreement dated the 20th day of March 1998 is entered into as of March 06<sup>th</sup>, 2007, by and between

AIRBUS SAS, having its principal office at:  
1 Rond-Point Maurice Bellonte  
3 1 7 0 7            B L A G N A C - C E D E X  
F R A N C E

(hereinafter referred to as the "**Seller**") of the one part

AND

LAN AIRLINES S.A. having its principal office at :  
Edificio Huidobro  
Avenida Presidente Riesco 5711- 20<sup>th</sup> Floor  
Las Condes  
S A N T I A G O  
C H I L E

(hereinafter referred to as the "**Buyer**") of the other part.

A320F - LAN - AMDT 3 - Second A320 Family PA – Mar 07  
CCC.337.0011/07.

WHEREAS

- A The Buyer and the Seller entered into a Purchase Agreement dated March 20th, 1998 covering the purchase by the Buyer and the sale by the Seller of twenty (20) A320 Family Aircraft designated No.1 to No.20 (the "**A320 Family Purchase Agreement**").
- B The Buyer and the Seller entered into an Amendment No.1 to the A320 Family Purchase Agreement (the "**Amendment No.1**") on the 24th of February 2000 \*\*\*.
- C The Buyer and the Seller entered into a Deed of Amendment and Restatement of the A320 Family Purchase Agreement (the "**Deed of Amendment and Restatement of the A320 Family Purchase Agreement**") dated the 2nd of August 2000, splitting the A320 Family Purchase Agreement into the First A320 Family Purchase Agreement, and the Second A320 Family Purchase Agreement which latter agreement, as from time to time amended by and supplemented with all Exhibits, Appendices, Letter Agreements and Amendments, is hereinafter called the "**Second A320 Family Purchase Agreement**" or the "**Purchase Agreement**")
- D The Buyer and the Seller entered into an Amendment No.2 to the Second A320 Family Purchase Agreement (the "**Amendment No.2**") on the 4th of October 2005 covering the purchase by the Buyer and the sale by the Seller of twenty five (25) additional firm Aircraft of the A318-100, A319-100 and A320-200 aircraft type.
- E The Buyer and the Seller wish to enter into an Amendment No. 3 (the "**Amendment No.3**") to the Purchase Agreement to convert fifteen (15) Option Aircraft into firmly ordered Aircraft.
- F Capitalized terms used herein and not otherwise defined in this Amendment No. 3 will have the meanings assigned to them in the Purchase Agreement. The terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment No.3.

A320F - LAN - AMDT 3 - Second A320 Family PA – Mar 07  
CCC.337.0011/07.

**1. SCOPE OF THE AMENDMENT**

The scope of this Amendment No. 3 is to convert fifteen (15) Option Aircraft into firmly ordered Aircraft (the “**Converted Aircraft**”) and to supplement certain terms and conditions in connection with such conversion.

**2. AIRCRAFT TYPE AND DELIVERY SCHEDULE**

2.1 The Buyer hereby converts the Option Aircraft and commits to purchase firm Aircraft as follows:

<b>Aircraft No.</b>	<b>Aircraft type</b>	<b>Delivery Date</b>
31	***	***
32	***	***
33	***	***
34	***	***
35	***	***
36	***	***
37	***	***
38	***	***
39	***	***
40	***	***
41	***	***
42	***	***
43	***	***
44	***	***
45	***	***

For the delivery \*\*\* indicated in the above delivery schedule, the Seller shall notify the Buyer, not later than \*\*\* prior to the first \*\*\* of the concerned \*\*\* in respect of any such Converted Aircraft. The Seller agrees that such delivery \*\*\* shall fall within the \*\*\*.

2.2 The aircraft type for Converted Aircraft No. 37 to 45 indicated in the above sub-clause 2.1, has the sole purpose to define the Predelivery Payment calculation. The final confirmation of the aircraft type and the engine selection shall be made by the Buyer in accordance with Clause 4 of this Amendment No.3.

**3. OPTION CONVERSION VALIDITY**

The conversion of the fifteen (15) Option Aircraft is subject to:

- (i) \*\*\*
- (ii) payment of the Predelivery Payment for the Converted Aircraft.

**4. \*\*\***

**4.1. \*\*\***

**4.1.1 \*\*\***

**4.1.2. \*\*\***

**4.1.2.1 \*\*\***

**4.1.2.2 \*\*\***

4.1.2.3 \*\*\*

4.1.2.4 \*\*\*

A320F - LAN - AMDT 3 - Second A320 Family PA – Mar 07  
CCC.337.0011/07.

4.1.2.5 \*\*\*

4.1.2.6 \*\*\*

**5. PAYMENT TERMS**

5.1 \*\*\*

5.2 \*\*\*

**6. EFFECT OF THE AMENDMENT**

6.1 This Amendment No. 3 contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written.

6.2 The Purchase Agreement shall be deemed amended to the extent provided in this Amendment No. 3 and, except as specifically amended hereby, shall continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment No. 3 shall constitute an integral, nonseverable part of the Purchase Agreement and be governed by its provisions, except that if the Purchase Agreement and this Amendment No. 3 have specific provisions that are inconsistent, the specific provisions contained in this Amendment No. 3 shall govern to the extent of such inconsistency.

This Amendment No. 3 has been executed in two (2) original specimens, which are in English.

**IN WITNESS WHEREOF** this Amendment No. 3 to the Second A320 Family Purchase Agreement was duly entered into the day and year first above written.

For and on behalf of

For and on behalf of

**LAN AIRLINES S.A.**

**AIRBUS S. A. S.**

/s/ [illegible]

/s/ [illegible]

Name : Carlos Prado C.

Name : Christophe Mourey

Title: Senior Vice President  
Corporate Investments

Title: Senior Vice President  
Contracts

A320F - LAN - AMDT 3 - Second A320 Family PA – Mar 07  
CCC.337.0011/07.

8/8

Note: Confidential treatment has been requested for certain portions of this exhibit. The copy filed herewith omits the information subject to the confidential treatment request. Omissions are designated as "\*\*\*". A complete version of this exhibit is being filed separately with the Securities and Exchange Commission.

Supplemental Agreement No. 23 ("SA 23")

to

Purchase Agreement No. 2126

between

THE BOEING COMPANY

and

LAN AIRLINES S.A.

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

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 14<sup>th</sup> day of December 2006, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called "**Boeing**"), and LAN Airlines S.A., a Chilean 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, including all tables, exhibits, supplemental exhibits and specifications thereto, together with all letter agreements then or thereafter entered into that by their terms constitute part of such purchase agreement and as such purchase agreement may be amended or supplemented from time to time, is hereinafter called the "**Purchase Agreement**";

WHEREAS, Customer and Boeing have come to agreement on the purchase and sale of three new Boeing Model 767-316ER Aircraft with scheduled delivery months of \*\*\*;

WHEREAS, Boeing and Customer mutually agree that a new exhibit to Purchase Agreement Number 2126 is necessary to reflect the cost of the optional features (Options) in \*\*\* base year dollars;

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

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

1. Quantity, Model, and Description.

1.1. Purchase of Three Additional Boeing Model 767-316ER Aircraft.

This Supplemental Agreement amends the Purchase Agreement to reflect the purchase by Customer of three additional new Boeing Model 767-316ER Aircraft.

1.2. Aircraft Description for 767-316ER Aircraft.

Boeing will manufacturer and sell to Customer, and Customer will purchase from Boeing, the Aircraft described in the attached Aircraft Information Table No. 10, including identification data for the applicable Detail Specification (Table 10).

2. Aircraft Delivery Schedule.

The scheduled delivery month of each of the additional Aircraft is set forth in the attached Table 10.

3. Price.

3.1. Aircraft Basic Price.

The Aircraft Basic Price, expressed in subject to escalation dollars, and each component thereof and the Advance Payment Base Price for each of the additional Aircraft is set forth in Table 10.

4. Payment.

- 4.1.1. Boeing acknowledges receipt of funds from Customer in the amount of \$\*\*\* for each of the Aircraft in Table 10. (hereinafter referred to as "**Deposit**").
- 4.1.2. 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 (Advance Payments) for the Aircraft are due on the first business day of the months and in the amounts set forth in the attached Table 10.
- 4.1.3. The total amount of Advance Payments due upon the date of this Supplemental Agreement 23 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 Table 10.

4.1.4. Any payments due by Customer to Boeing shall be made via wire transfer to the Boeing bank account identified below.

\*\*\*

5. Miscellaneous.

5.1. 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. 23.

5.2. Letter Agreement.

Remove and replace in its entirety Letter Agreement 6-1162-LAJ-0895R5, entitled \*\*\*, and replace it with the revised Letter Agreement 6-1162-LAJ-0895R6, entitled \*\*\*, and attached hereto.

5.3. Incorporation of Exhibit A-8.

The Purchase Agreement is amended to incorporate Exhibit A-8 to reflect the cost of the Options for the 767-316ER Aircraft in \*\*\* base year dollars.

6. Confidentiality.

Customer and Boeing understand that the information contained in this Supplemental Agreement is considered confidential. Each of Customer and Boeing agree to treat this Supplemental Agreement as confidential and will not, without the prior written consent of the other party, disclose this Supplemental Agreement or any information contained herein to any third parties, other than as required by applicable law or by the Export-Import Bank of the United States.

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 AIRLINES S.A.

By: /s/ [illegible]  
\*\*\*

By: /s/ [illegible]  
Mr. Carlos Prado C.

Its Attorney-In-Fact

Its Senior VP Corporate Investments

P.A. 2126

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SA 23

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PURCHASE AGREEMENT NUMBER 2126

between

THE BOEING COMPANY

and

LAN Airlines S.A.

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

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EXHIBIT

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	***	

Supplemental  
Agreement(s)

RESTRICTED LETTER AGREEMENTS

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	***	
6-1162-DMH-351		
	***	
6-1162-DMH-472		1
	***	
6-1162-DMH-475		1
	***	
6-1162-DMH-1031R2		9
	***	
6-1162-LAJ-311		11
	***	
6-1162-LAJ-0895		14
	***	
6-1162-LAJ-0895R1		16
	***	
6-1162-LAJ-956		
	***	
<b>6-1162-LAJ-0895R6</b>		<b>23</b>

Supplemental  
Agreement(s)

P.A. 2126

SA 23

**Aircraft Information Table No. 10  
to Purchase Agreement No. 2126  
Aircraft Delivery, Description, Price and Advance Payments**

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APR 43037-1F  
LAN PA 2126

SA 23

Table 10  
Page 1

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6-1162-LAJ-0895R6

6-1162-LAJ-0895R6

LAN Airlines S.A.  
Santiago, Chile

Subject: \*\*\*

Reference: Purchase Agreement No. 2126 (The Purchase Agreement) between The Boeing Company (Boeing) and LAN Airlines S.A. (Customer) relating to Model 767-316F, Model 767-38EF and Model 767-316ER aircraft (hereinafter referred to as "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-0895R5 dated the **31st of March, 2006**.

1.0 Credit Memorandum.

In consideration of Customer purchasing the Aircraft, Boeing will provide concurrent with the delivery of each Aircraft contained on the Aircraft Information Tables No. 5, 6, 7, 8, 9 **and 10** 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.

2.0 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.

3.0 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.

4.0 \*\*\*

Supplemental Agreement 23

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5.0 \*\*\*

6.0 \*\*\*

7.0 Payment Due at Signing of Supplemental Agreement No. 23.

Notwithstanding payment requirements described in Supplemental Agreement No. 23, Customer may defer the payment(s) that would otherwise be required at signing to any date on or before \*\*\*.

8.0 \*\*\*

9.0 \*\*\*

10.0 \*\*\*

10.1 \*\*\*

10.2 No longer applicable—intentionally left blank.

Supplemental Agreement 23

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10.3       \*\*\*

10.4       \*\*\*

10.5           \*\*\*

11.0           \*\*\*

11.1           \*\*\*

11.2           \*\*\*

12.0        \*\*\*

13.0        \*\*\*

            13.1        \*\*\*

            13.2        \*\*\*

14.0        *No longer applicable—intentionally left blank.*

15.0        \*\*\*

            15.1        \*\*\*

15.2           \*\*\*

16.0           \*\*\*

17.0           \*\*\*

Supplemental Agreement 23

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18.0 Aircraft Information Tables and Advance Payments.

If any Aircraft Information Table is changed Boeing will provide Customer with each such revised aircraft information table which will be incorporated into the Purchase Agreement via Supplemental Agreement. If a change to the Purchase Agreement causes the Advance Payments being held for a particular aircraft to change, Boeing will invoice Customer if more advance payments are required and Boeing will provide a refund to Customer if Boeing is holding more advance payments than are required under the Purchase Agreement because of the change. Each such payment or refund as the case may be will be made within 10 business days of the signing of a Supplemental Agreement.

19.0 \*\*\*

20.0 \*\*\*

20.1 \*\*\*

20.2 \*\*\*

20.3           \*\*\*

20.4           \*\*\*

21.0

\*\*\*

Supplemental Agreement 23

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22.0 Confidentiality.

Customer and Boeing understand that the information contained in this Letter Agreement is considered confidential. Each of Customer and Boeing agree to treat this Letter Agreement as confidential and will not, without the prior written consent of the other party, disclose this Letter Agreement or any information contained herein to any third parties, other than as required by applicable law or the Export-Import Bank of the United States. 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.

Supplemental Agreement 23

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Very truly yours,

THE BOEING COMPANY

By: /s/ [illegible]

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this 14th day of December, 2006.

**LAN AIRLINES S.A.**

By: /s/ [illegible]  
Mr. Carlos Prado C.

Its Senior VP Corporate Investments

Supplemental Agreement 23

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APR 34778-1F  
LAN PA 2126

**Boeing Proprietary**

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AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

LAN AIRLINES S.A.

**Exhibit A-8 to Purchase Agreement Number 2126**

P.A. No. 2126

Exhibit A-8

SA-23

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AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 767-300ER AIRCRAFT

THE LAN AIRCRAFT

The Detail Specification is Boeing Detail Specification D019-T001LAN63E-1 dated as of January 20, 2005. Such Detail Specification will be comprised of Boeing Configuration Specification D019T001, Revision E dated November 5, 2003 to incorporate the Options listed below, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW). Such Options are set forth in Boeing Document D019- T001LAN63E-1. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.



















**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: April 23, 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: April 23, 2007

By: /s/ Alejandro de la Fuente Goic

Name: Alejandro de la Fuente Goic

Title: Chief Financial Officer