



U.S. Department
of Transportation
**Federal Aviation
Administration**

Mike Monroney
Aeronautical Center

P.O. Box 25082
Oklahoma City, Oklahoma 73125

MH FEB 14 2003

December 9, 2002

Erin M. Van Laanen, Esq.
McAfee & Taft
Tenth Floor, Two Leadership Sq.
211 North Robinson
Oklahoma City, OK 73102-0439

Dear Ms. Van Laanen:

Amended Opinion
Omission of Lease Information

That certain letter opinion dated December 3, 2002, is hereby amended to add "Payment of Rent" to the list of descriptive headers in the third paragraph of that opinion.

This responds to your letter of November 15, 2002, regarding the proposed Aircraft Lease Agreement between Wells Fargo Delaware Trust Company, Owner Trustee, as Lessor, and Allegiant Air, Inc., as Lessee. You requested our opinion "whether the Lease Agreement is a recordable instrument under the Act, notwithstanding the omission of Exhibit A from the FAA filing counterpart of the Lease Agreement."

In Recordation: Treatment of Instruments With Proprietary Information Intentionally Omitted; Legal Opinion, 59 Fed. Reg. 48463, Sept. 21, 1994 (the Legal Opinion), FAA stated its affirmation and "continuation of its practice of permitting schedules containing confidential, proprietary information to be redacted or omitted from otherwise recordable documents."

In reviewing Exhibit A to the Lease, the information proposed to be redacted and the explanation of its regard as confidential, we find no reason to disagree with your assessment. The descriptive headers of the information are as follows: Amount of Security Deposit, Amount of Rent, Payment of Rent, Amount of Reserves, Airworthiness Directives (a cost sharing formula), First Engine Shop Visit and LLP Replacements (a cost sharing formula), Costs in Excess of Reserves, Agreed Value of Aircraft, and Mergers and Acquisitions.

Accordingly, provided the Lease Agreement is otherwise recordable, it is our opinion that the Lease Agreement may be recorded with Exhibit A thereto, intentionally omitted for purposes of confidentiality.

Sincerely,
Joseph R. Standell
Aeronautical Center Counsel

By:

A handwritten signature in black ink, appearing to read "MRB", with a long horizontal flourish extending to the right.

Michael R. Burton
Senior Attorney

NO NT

AMH FEB 14 2003



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December 3, 2002

Mike Monroney
Aeronautical Center

P.O. Box 25082
Oklahoma City, Oklahoma 73125

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Omission of Lease Information

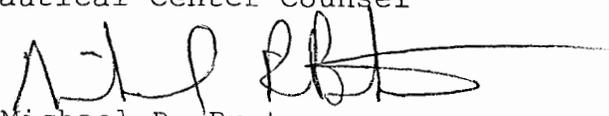
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Sincerely,
Joseph R. Standell
Aeronautical Center Counsel

By: 
Michael R. Burton
Senior Attorney