

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 99-20455

PRIME AIR, INC., doing business as
Transmeridian Airlines,

Plaintiff-Appellant,

versus

INVESTORS ASSET HOLDING
CORPORATION, As Trustee For
Airfund II International Partnership;
ET AL.,

Defendants,

INVESTORS ASSET HOLDING
CORPORATION, As Trustee For
Airfund II International Partnership;
PLM INTERNATIONAL, INC.,

Defendants-Appellees.

Appeal from the United States District Court for
the Southern District of Texas

(D.C. No. H-96-CV-3804)

March 27, 2000

Before KING, Chief Judge, REAVLEY and STEWART, Circuit Judges.

PER CURIAM:*

The judgment of the district court is affirmed for the following reasons:

- Prime Air is bound by the lease's unambiguous "as is, where is" provision, and its breach-of-contract claims therefore fail as a matter of law;
- Prime Air's fraud claims were properly dismissed because they were not pleaded with sufficient particularity under FED. R. CIV. P. 9(b);
- Prime Air failed to obtain a ruling on its request to replead;
- Prime air raised no genuine issue of material fact regarding its claims of civil conspiracy, tortious interference, negligence, and gross negligence; and
- Prime Air's argument that the district court abused its discretion by reconsidering Investors Asset's motion for summary judgment is moot.

AFFIRMED.

*Pursuant to 5TH CIR. R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.