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IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:	§	
	§	
ATA HOLDINGS CORP. et al.,	§	**CASE NO. 04-19866-BHL-11**
	§	**Jointly Administered**
Debtors.	§	
	§	**Hearing Date and Time:**
	§	**July 7, 2005 @ 10:30 a.m. EDT**

APPLICATION OF AMR LEASING CORPORATION FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS

AMR Leasing Corporation ("AMR") hereby files this Application of AMR Leasing Corporation for Allowance and Payment of Administrative Expense Claims (the "Application"). In support of the Application, AMR represents the following:

BACKGROUND

1. Prior to October 26, 2004 (the "Petition Date"), AMR leased six (6) Saab Model 340B Aircraft[1] to ATA Airlines, Inc. (f/k/a American Trans Air, Inc.) ("ATA"), as evidenced by the following lease agreements, including all schedules, attachments, and amendments thereto (together, the "Lease Agreements"):

a. Lease Agreement N334AE (being changed to N312CE) dated as of September 4, 2002 (referred to herein as "Lease Agreement N312CE")
b. Lease Agreement N335AE (being changed to N314CE) dated as of June 7, 2002 (referred to herein as "Lease Agreement N314CE")
c. Lease Agreement N343SB (being changed to N315CE) dated as of June 26, 2002 (referred to herein as "Lease Agreement N315CE")
d. Lease Agreement N906AE (being changed to N316CE) dated as of May 29, 2002 (referred to herein as "Lease Agreement N316CE")
e. Lease Agreement N352SB (being changed to N317CE) dated as of July 30, 2002 (referred to herein as "Lease Agreement N317CE")
f. Lease Agreement N358RZ (being changed to N318CE) dated as of May 31, 2002 (referred to herein as "Lease Agreement N318CE")

2. Each of the Lease Agreements incorporates by reference a related Participation Agreement dated May 29, 2002.[2]

3. ATA in turn subleased the Aircraft to Chicago Express, Inc. ("Chicago Express").

4. The Aircraft and related records and documents constitute "equipment" within the meaning of 11 U.S.C. § 1110(a)(3). AMR is entitled to the benefits and protections of 11 U.S.C. § 1110.

5. On the Petition Date, each of the Debtors[3] filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

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[1] Each "Aircraft" is defined to include one Airframe, two Engines, and two Propellers, each as defined in the respective Lease Agreements.

[2] The Lease Agreements and Participation Agreement, with all attachments thereto, are voluminous and thus are not attached to this Application. Copies of said documents are available upon request to the undersigned.

[3] The Debtors are ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassadair Travel Club, Inc. (04-19869), ATA Leisure Corp. (04-19870), Amber Travel, Inc. (04-19871), American Trans Air Execujet, Inc. (04-19872), ATA Cargo, Inc. (04-19873), and Chicago Express Airlines, Inc. (04-19874).

6. On December 17, 2004, the Court entered its Amended Order Authorizing and Approving Procedure for Rejection and Surrender of Aircraft and Aircraft Engines Pursuant to 11 U.S.C. §§ 365 (the "Rejection Procedures Order").

7. On December 22, 2004, the Debtors filed their 11 U.S.C. § 1110(a) agreements with respect to each Aircraft, thereby agreeing to perform all obligations under the Lease Agreements.

8. On January 3, 2005, the Court entered orders approving the Debtors' 11 U.S.C. § 1110(a) elections with respect to the Lease Agreements and Aircraft.

9. By e-mails dated March 21 and March 22, 2005, GE Engine Services, Inc. ("GE") notified AMR that GE asserted statutory repairman's liens on two engines for unpaid maintenance services furnished by GE while the Aircraft were leased to the Debtors. One of the engines is subject to Lease Agreement N314CE, and the other is subject to Lease Agreement N317CE. Attached hereto as **Exhibit A** are copies of the filed GE lien statements. The aggregate amount alleged to be due to GE on account of the liens is approximately $1,383,267.

10. On April 14, 2005, the Court entered separate orders (the "Rejection Orders") for each Lease Agreement, authorizing and allowing the rejection of the Lease Agreements, subject to the conditions set forth in the Rejection Orders.

11. Pursuant to the Rejection Orders, the Lease Agreements and the Sublease Agreements were deemed rejected, effective as of the following dates:

Lease Agreement	Effective Date of Rejection
N312CE	April 1, 2005
N314CE	April 8, 2005
N315CE	April 1, 2005
N316CE	April 7, 2005
N317CE	April 1, 2005
N318CE	April 1, 2005

12. Following rejection of the Lease Agreements, AMR was able to sell four of the Saab Model 340B Aircraft (the "Re-Sold Aircraft") that were subject to the Lease Agreements.

RELIEF REQUESTED AND BASIS THEREFOR

13. AMR requests the entry of an order allowing AMR administrative expense claims as specified below and requiring the Debtors to pay those administrative expense claims immediately.[4]

14. Under the terms of § 1110 of the Bankruptcy Code, if a debtor is to retain possession of a § 1110-qualifying leased aircraft and continue to reap the benefits of the automatic stay, it must "agree[] to perform all obligations of the debtor under such . . . lease . . ." 11 U.S.C. § 1110(a)(2)(A).

15. "A § 1110 agreement, however, can be entered into only after a court has determined that the lease obligations represent actual and necessary costs to the estate.

Accordingly, having received court approval *ex ante*, there is no need to subject the agreement to the court's review for a second time upon the submission of a creditor's claim." *Interface Group-Nevada, Inc. v. Trans World Airlines, Inc. (In re Trans World Airlines, Inc.)*, 145 F.3d 124, 138 (3d Cir. 1998); *In re Airlift Int'l, Inc.*, 761 F.2d 1503, 1509, 1510 n.5 (11th Cir. 1985); *In re UAL Corp.*, 299 B.R. 509, 518 n.6 (Bankr. N.D. Ill. 2003) ("[B]y making the election subject to court approval, Congress apparently intended that 1110(a) elections would benefit the administration of the estate.").

16. Once a debtor makes and files a § 1110(a) agreement, any damages flowing from the debtor's failure to perform obligations that become due under the lease are governed by § 1110. Cases involving lease-rejection damages where the debtor did not make and file a § 1110(a) agreement are of little utility in the § 1110-agreement context. *In re Trans World Airlines, Inc.*, 145 F.3d at 142 ("After TWA entered into the § 1110 agreement, the extent of its duty to perform its obligations under the lease and the ramifications of its failure to do so were controlled by the operation of the § 1110 agreement and by § 1110 itself. . . . Therefore, cases in which the debtor did not enter into a § 1110 agreement do little to inform our analysis.") (internal citation omitted).

17. The Debtors made and filed their § 1110 agreements on December 22, 2004, and the Court entered orders approving those § 1110 agreements on January 3, 2005. The Debtors and the Court thus have already concluded that the obligations arising under the Lease Agreements benefit the Debtors' estates. The only issue for consideration when determining whether AMR has administrative claims is whether the Debtors failed to perform any obligations

[4] AMR maintains sufficient supporting documentation to establish its claims and will supply such documentation upon request. Copies of all agreements and exhibits are not attached to this Application because they are

that became due under the Lease Agreements prior to the effective date of their rejection. *In re Trans World Airlines, Inc.*, 145 F.3d at 142 ("As we held above, as long as the debtor retains the leased property without assuming the lease, it must meet its obligations coming due in accordance with the strictures of § 1110."); *In re Airlift*, 761 F.2d at 1512 ("If the debtor wishes to stop the payment meter [under a § 1110 agreement], he must return the aircraft . . . .").

18. The Debtors[5] failed to perform several obligations that became due during the terms of the Lease Agreements:

19. **Failure to Perform Rental Obligations.** The Debtors failed to pay rental obligations under the Lease Agreements that became due on March 30, 2005. The aggregate amount of unpaid March 2005 rentals is $870,000, broken down as follows:

Lease Agreement	Unpaid March 2005 Rent
N312CE	$50,000
N314CE	$158,000
N315CE	$158,000
N316CE	$177,000
N317CE	$150,000
N318CE	$177,000

20. **Failure to Perform Maintenance Obligations.** The Debtors failed to perform several maintenance obligations under the Lease Agreements.

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voluminous. Copies are available upon request to AMR's counsel.

[5] ATA Airlines, Inc. is the primary obligor on the claims asserted herein. AMR seeks only a single satisfaction of its claims. By filing this application against more than one Debtor (specifically, ATA Airlines, Inc., Chicago Express

21. *ECMP*. Pursuant to § 6.3 of each Lease Agreement, Lessee is obligated to cause the Aircraft engines to be maintained, inspected, serviced, repaired, overhauled, and tested in accordance with an FAA-approved program. AMR is informed and believes that: (a) the Debtors' FAA-approved program required the engines to be on an ECMP (engine care maintenance) program; but (b) the engines were removed from the ECMP Program on February 8, 2005. Engines not maintained on an FAA-approved program, such as the twelve engines at issue, are rendered unusable and unmarketable in the industry for failing to be on an ECMP Program, regardless of their operational condition. AMR asserts damages for the value of the engines, had they been kept on an FAA-approved program, calculated to be $350,000 each, or $4.2 million in the aggregate. AMR will be able to use, sell, or lease the engines only after they are on an ECMP program. AMR will amend its claim for a lesser amount only if and when AMR is able to get the engines back on an ECMP program, which may require payment of substantial sums of money.

22. *Airframe and Specific Damage to Engine on N314CE.* Pursuant to § 6.3 of each Lease Agreement, Lessee is obligated to keep the Aircraft, airframe, engines, and propellers in good operating condition. The Debtors breached that obligation as follows:

a. *Airframe*. First, the Debtors damaged the rear fuselage outer skin aft of the cargo door on Aircraft N316CE. Attached hereto as **Exhibit B** is a statement of repair prepared by Saab, as well as e-mail correspondence between the Debtors and Saab, including pictures of the aircraft damage that were attached to the e-mails.

Airlines, Inc., and ATA Holdings Corp.), AMR does not hereby elect another Debtor as primary obligor, and AMR does not seek more than a single satisfaction of its claims.

i. At its own cost and expense, AMR repaired the damage to Aircraft N316CE in conformity with the Saab repair statement. Attached hereto as **Exhibit C** is an invoice summarizing the costs and expenses incurred by AMR in repairing the aircraft damage. Such costs and expenses totaled $6,880.39. In addition, AMR has been told by a potential acquiror of Aircraft N316CE that any acquisition price for the Aircraft will have to take into consideration the repairs, which over time may have to be done again. Thus the Aircraft value has been permanently reduced due to the fuselage damage.

b. *Specific Damage to Engine on N314CE.* Second, the Debtors failed to keep an engine on Aircraft N314CE, S/N 340B-335, in operating condition. AMR was required, at its own cost and expense, to (a) ship a replacement engine to South Bend, Indiana, (b) pay former Chicago Express employees to replace the broken engine so that the Aircraft could be flown to Abilene, Texas as required under the Rejection Order, and (c) repair the broken engine. The aggregate amount of damages totals approximately $115,472.40, including (a) $4,722.40 for costs associated with shipping the replacement engine to South Bend, Indiana and shipping the broken engine back, (b) $10,750 paid to former Chicago Express employees to replace the broken engine, and (c) an estimated $100,000 for costs and expenses to be incurred in repairing the broken engine. Attached hereto as **Exhibit D** are copies of the relevant invoices and receipts. Because AMR is asserting damages for the full value of the 12 engines ($4.2 million) for the Debtors' breach of maintenance obligations (ECMP), those damages would be

inclusive of the $115,472.40 in damages for this specific engine. If AMR is awarded administrative claims for less than the full value of the 12 engines, the $115,472.40 in damages for this specific engine should be added to the damages for breach of maintenance obligations (ECMP).

23. AMR's administrative claims for the Debtors' breach of Maintenance Obligations described herein may also qualify as administrative claims for the Debtors' failure to satisfy return-condition obligations, described below. The amount of the claims is counted only once.

24. **Failure to Satisfy Obligation to Discharge Liens.** As noted above, GE has asserted undischarged liens on two engines. Under each Lease Agreement's return conditions, the Lessee is required to return the Aircraft (including associated engines) to AMR free and clear of all liens, with certain exceptions not applicable here. Although this obligation falls "due" upon return, the obligation accrues throughout the term of the Lease Agreements, especially considering that the Lessee generally is obligated under Section 13 of each Lease Agreement, at no expense to AMR, to discharge liens on the Aircraft (including engines).

25. AMR is unable to re-sell or otherwise dispose of the engines because of the undischarged GE liens. AMR asserts damages to the extent of the undischarged GE liens in the amount of $1,383,267. Because AMR is asserting damages for the full value of the 12 engines ($4.2 million) for the Debtors' breach of maintenance obligations (ECMP), the damages for lien-obligation breaches ($1,383,267) are not added to the $4.2 million. If AMR is awarded administrative claims for less than the full value of the 12 engines, the lien-discharge claims of $1,383,267 should be added to the damages for breach of maintenance obligations (ECMP).

26. AMR's administrative claims for the Debtors' failure to satisfy lien-discharge obligations described herein also qualify as administrative claims for the Debtors' failure to

satisfy return-condition obligations, described below. The amount of damages is counted only once.

27. **Failure to Satisfy Return-Condition Obligations.** Exhibit E to the Participation Agreement sets forth the return conditions for the Aircraft. The Debtors breached the return conditions in several respects. By the very nature of the return conditions, AMR's claims for breach of the return conditions accrued throughout the terms of the Lease Agreements.

a. *Operating Condition*. The Lessee is obligated to return the Aircraft in good operating condition, with all of the Aircraft equipment, components, and systems functioning. As described above, AMR suffered damages as a result of the Debtors' failure to return Aircraft N314CE and N316CE and their associated engines in good operating condition.

b. *Liens*. The Lessee is obligated to return the Aircraft, engines, and propellers free and clear of all liens other than certain permitted liens not applicable here. As described above, AMR suffered damages as a result of the Debtors' failure to return each Aircraft engine free and clear of the asserted GE liens.

c. *Scheduled Maintenance—Airframe*. The Lessee is obligated to ensure that the Aircraft airframe meets specified conditions. The aggregate amount owed to AMR as a result of the Debtors' failure to meet the airframe return conditions is $322,866. By agreement with the Debtors, the detailed calculations for AMR's damages are not attached to this application because they contain confidential information. AMR will provide the calculations to the Debtors upon execution of an appropriate confidentiality agreement.

d. *Scheduled Maintenance—Engines; Components*. The Lessee is obligated to ensure that the Aircraft engines and components meet specified conditions. Because AMR is asserting damages for the full value of the 12 engines ($4.2 million) for the Debtors' breach of maintenance obligations (ECMP), those damages would be inclusive of any damages for breaches of return conditions. If AMR is awarded administrative claims for less than the full value of the 12 engines, the return-condition damages for the engines should be added to the damages for breach of maintenance obligations (ECMP).

28. By the very nature of the return conditions, the Debtors' obligations (and AMR's claims for breach of those obligations) accrued throughout the terms of the Lease Agreements. As noted by the Third Circuit in the *TWA* case—

> One of the lease obligations encompassed in the § 1110 agreement was the obligation under the lease to return the planes in a specified condition. Although the obligation fell due on a specific date, *i.e.*, upon return, it accrued throughout the period of the lease which covered TWA's use of the airplanes during the course of its bankruptcy. It follows that when TWA returned the planes, they had to be in the condition required by the lease.

In re Trans World Airlines, Inc., 145 F.3d at 142.

29. **Summary of Administrative Claims.** AMR's administrative claims are summarized as follows:

Category of Administrative Claim	Amount of Claim
Failure to Perform Rental Obligations	$870,000
Failure to Perform Maintenance Obligations / ECMP	$4,200,000
Failure to Perform Maintenance Obligations / Airframe	$6,880.39
Failure to Perform Maintenance Obligations / Specific Damage to Engine on N314CE	[$115,472.40, but encompassed in damages figure for Maintenance-Obligation Damages / ECMP]
Failure to Satisfy Obligation to Discharge Liens	[$1,383,267, but encompassed in damages figure for Maintenance-Obligation Damages / ECMP]
Failure to Satisfy Return-Condition Obligations / Scheduled Maintenance—Airframe	$322,866
Failure to Satisfy Return-Condition Obligations / Scheduled Maintenance—Engines; Components	[encompassed in damages figure for Maintenance-Obligation Damages / ECMP]
Total:	***$5,399,746.39***

FOR ALL OF THE ABOVE REASONS, AMR requests that the Court enter an order (a) granting this Application; (b) awarding AMR administrative claims as set forth herein; (c) requiring the Debtors to pay AMR's administrative claims immediately; and (d) granting AMR any other relief that is just.

Dated: June 10, 2005

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on June 10, 2005 (a) via e-mail on the parties who receive electronic notice under the Court's ECF system; (b) via facsimile, e-mail, and Federal Express overnight delivery on the parties listed below; and (c) via First Class U.S. Mail, postage prepaid, on the parties listed on the attached service list.

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Dann Pecar Newman & Kleiman PC
David H Kleiman
One American Square
Box 82000
Indianapolis, IN 46282

ILFC
Klestadt & Winters
Jon Yard Arnason
292 Broadway
New York, NY 10022
10017

City/County of San Francisco
Jessop & Company PC
J Brian Fletcher Esq
303 E 17th Ave
#930
Denver, CO 80203

Wells Fargo Bank Northwest NA
Reed Smith LLP
Gregory L Taddonio
435 6th Ave
Pittsburgh, PA 15219

KeyCorp Leasing n/k/a Key Equipment Finance
KeyBank National Assn
Michael A Axel
127 Public Square
2nd Fl
Cleveland, OH 44114-1306

Southwest Airlines Co
Dale & Eke PC
Erick P Knoblock
9100 Keystone Crossing
Ste 400
Indianapolis, IN 46240

US Bank National Assn etal
Dorsey & Whitney LLP
Steven Heim
50 S 6th St
Minneapolis, MN 55402-1498

AMR Corp, American Airlines, etal
Haynes and Boone LLP
Scott Everett
901 Main St
Ste 3100
Dallas, TX 75202

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City of Chicago Dept of Law
J Patrick Donovan Chief Asst Corp C
30 N LaSalle St
Rm 900
Chicago, IL 60602

Wilmington Trust Company
Arent Fox PLLC
Andrew I Silfen
1675 Broadway
New York, NY 10019

Wilmington Trust Company
Arent Fox PLLC
Mary J Dowd
1050 Connecticut Ave
Washington, DC 20036

Intl Assn of Machinists and Aerospace Workers AFL-
Ayres Carr & Sullivan PC
John R Carr III
251 E Ohio St
Ste 500
Indianapolis, IN 46204-2186

Intl Assn of Machinists and Aerospace Workers AFL-
Ayres Carr & Sullivan PC
Bret S Clement
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Ste 500
Indianapolis, IN 46204-2186

Orbitz LLC
Wildman Harrold Allen & Dixon LLP
Jonathan W Young
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Ste 3000
Chicago, IL 60606

Rolls-Royce North America Inc
Rolls-Royce North America Inc
Rhonda S VanLowe Legal Counsel
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Ste 100
Chantilly, VA 20151

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City of Chicago Dept of Law
Diane M Pezanoski Dep Corp Counsel
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Chicago, IL 60602

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Paul Hastings Janofsky & Walker LLP
Harvey A Strickon
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City of Chicago Dept of Law
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Indianapolis, IN 46204

US Bank National Assn etal
Feiwell & Hannoy PC
Timothy L Black
PO Box 44141
251 N Illinois St, Ste 1700
Indianapolis, IN 46204

City of Chicago, The
Seyfarth Shaw LLP
Richard S Lauter
55 E Monroe St
Ste 4200
Chicago, IL 60603-5803

Wells Fargo Bank Northwest NA
Reed Smith LLP
Eric A Schaffer
435 6th Ave
Pittsburgh, PA 15219

USDOJ
Office of the US Attorney
Jeffrey L Hunter
10 West Market St
Ste 2100
Indianapolis, IN 45204

Orbitz LLC
Wildman Harrold Allen & Dixon LLP
Jeffrey L Gansberg
225 W Wacker Dr
Ste 3000
Chicago, IL 60606

EXHIBIT A

PERSONAL PROPERTY LIEN -- KANSAS STATUTE NO. 58-201

022382
Book: UCC Page: 22382
Receipt #: 7663
Pages Recorded: 2
Date Recorded: 9/27/2004 2:12:42 PM
Cowley County, KS
Register of Deeds
Nancy C. Horst
Total Fees: 15.00

Owner's name and address:	AMR Leasing Corporation 4333 Amon Carter Boulevard, MD 5605 Fort Worth, TX 76155
Lien claimant's name and address:	GE Engine Services, Inc. Strother Field, P.O. Box 797 Arkansas City, KS 67005
Date work was completed:	20-July-2004
Description of property:	CT7-9B TURBOPROP ENGINE GAS TURBINE ENGINE SERIAL NUMBER 785-230 W/O 194862
County where work was performed:	Cowley

I certify that I am an employee of GE Engine Services, Inc. authorized to execute this statement, and that the foregoing information and the supporting documentation attached is true and correct.

Cathy A Catron
Signature

Cathy A. Catron
Name

27-September-2004
Date

Subscribed and sworn to before me on Month SEPTEMBER, *Day* 27th, *Year* 2004, *County of Cowley, State of Kansas.*

MIKE TALBERT
Notary Public - State of Kansas
My Appt. Expires 12/23/06

Mike Talbert
Notary Public

(SEAL)

ORIGINAL

Invoice

SEND PAYMENT SHOWING INVOICE NO & INVOICE DATE TO

2ND CLASS BILLING SYSTEM
CINCINNATI OH 45215
USA

GE ENGINE SERVICES, INC.
AIRCRAFT ENGINE MAINTENANCE CENTER
GENERAL ELECTRIC COMPANY
PO BOX 797
STROTHER FIELD INDUSTRIAL PARK
ARKANSAS CITY KS 67005
USA

CATHY CATRON
(620) 442-3600

INVOICE NUMBER	INVOICE DATE	PAGE
K1096423	26-JUL-04	1

SHIPPED TO
CHICAGO EXPRESS
4211 PROGRESS DRIVE
SOUTH BEND IN 46628
USA

SOLD TO
CHICAGO EXPRESS CT7 ECMP
ATTN: MIKE JURINSKI
MAIL DROP 34001
LYNN MA 01910
USA

CUSTOMER PURCHASE ORDER NO	GE REFERENCE NUMBERS		PAYMENT TERMS		
	CUSTOMER ORDER	M.S.	Electronic Transfer		
R1710CHGEIXMH	428226	638251	PAYMENT DUE AT GE ON 26-JUL-04		
SHIPPING REF NO	**SHIP DATE**	**FROM**	**SHIPPED VIA**	**TYPE CHG**	**CHARGES**
Customer Pickup LAND AIR/AIT 155787	20-JUL-04	AEMC	Motor Freight	COL	

MST REF	PO ITEM	CLASS	QUANTITY	PART NUMBER	KEYWORD	SERIAL NO	UNIT PRICE	AMOUNT

Shop Order Nbr: 194862

CHARGES FOR REPAIR OF ESN: 785-230, REMOVED FOR LOW ENGINE PERFORMANCE.

Labor	**39544.73**
Material	**409011.07**
Bench Stock	**6500.00**
Supplier Charges	**1958.00**

REF. IFM # 104-161

CUSTOMER P.O. 278551SB

U.S. DOLLARS TOTAL: 457013.80

General Electric Company certifies that the goods covered by this invoice were produced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

PERSONAL PROPERTY LIEN -- KANSAS STATUTE NO. 58-201

Owner's name and address: Lessor: AMR Leasing Corporation
4333 Amon Carter Boulevard MD5605
Fort Worth, TX 76155
Lessee: American Trans Air, Inc.
7337 West Washington Street
Indianapolis, In 46231

Lien claimant's name and address: GE Engine Services, Inc.
Strother Field, P.O. Box 797
Arkansas City, KS 67005

Date work was completed: 30-December 2004

Description of property: MANUFACTURER: General Electric
MODEL NO. CT7-9B
GAS TURBINE ENGINE
SERIAL NUMBER 785-532
WORK ORDER 195040

County where work was performed: Cowley

I certify that I am an employee of GE Engine Services, Inc. authorized to execute this statement, and that the foregoing information and the supporting documentation attached are true and correct.

Cathy A Catron
Signature
Cathy A. Catron
Name
14-March-2005
Date

Subscribed and sworn to before me on Month MARCH *Day* 14th *Year* 2005 *County of Cowley, State of Kansas.*

MIKE TALBERT
Notary Public - State of Kansas
My Appt. Expires 12/23/06

Notary Public

(SEAL)

022589
Book: UCC Page: 22589
Receipt #: 9669
Pages Recorded: 2
Date Recorded: 3/18/2005 10:29:11 AM
Total Fees: 15.00
Cowley County, KS
Register of Deeds
Nancy C. Horst

6.00
5.00

DUPLICATE ORIGINAL

Invoice

SEND PAYMENT SHOWING INVOICE NO & INVOICE DATE TO

GE ENGINE SERVICES, INC.
AIRCRAFT ENGINE MAINTENANCE CENTER
GENERAL ELECTRIC COMPANY
PO BOX 797
STROTHER FIELD INDUSTRIAL PARK
ARKANSAS CITY KS 67005
USA

CATHY CATRON
(620) 442-3600

2ND CLASS BILLING SYSTEM
CINCINNATI OH 45215
USA

INVOICE NUMBER	INVOICE DATE	PAGE
K1099686	06-JAN-05	1

SHIPPED TO
CHICAGO EXPRESS
4211 PROGRESS DRIVE
SOUTH BEND IN 46628
USA

SOLD TO
CHICAGO EXPRESS CT7 ECMP
ATTN: MIKE JURINSKI
MAIL DROP 34001
LYNN MA 01910
USA

CUSTOMER PURCHASE ORDER NO	GE REFERENCE NUMBERS		PAYMENT TERMS		
	CUSTOMER ORDER	M.S.	Electronic Transfer		
R1710CHGEIXMH	439668	654863	PAYMENT DUE AT GE ON 06-JAN-05		
SHIPPING REF NO	SHIP DATE	FROM	SHIPPED VIA	TYPE CHG	CHARGES
Emery Air Freight 925 027 022 7	30-DEC-04	AEMC	Air Freight	COL	

MST REF	PO ITEM	CLASS	QUANTITY	PART NUMBER	KEYWORD	SERIAL NO	UNIT PRICE	AMOUNT

Shop Order Nbr: 195040

CHARGES FOR REPAIR OF ESN: 785-532, REMOVED FOR STAGE ONE BLADE SEPARATION WITH A FULL REPAIR OF WORKSCOPE.

Labor	63109.18
Material	850213.76
Supplier Charges	2930.00

REF. IFM # 104-284

CUSTOMER P.O. 2813826B

U.S. DOLLARS TOTAL: 926252.86

General Electric Company certifies that the goods covered by this invoice were produced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

EXHIBIT B

SAAB

Type of document
STATEMENT

Product	Discipline code	Reg.No
340	SDS	008364

Dept name, issued by	Telephone / Telefax / Mobile	Date	Issue	Page/App
ACDS-CK Karl Klitsie	+46 (0) 13 185712 / 5575 +46 (0) 734 185712	2005-03-27	A	1 (5) + App 1-2

E-mail
Carl-Gustav.Klitsie@Saabaircraft.com

Info.class

File

STATEMENT TO OPERATOR

STRUCTURAL REPAIR SAAB 340

AIRCRAFT MANUFACTURING S/N 348

This statement contains description and actions for:

Para: 1 L/H rear fuselage outer skin aft of cargo door- gouge & puncture.

Prepared:

Karl Klitsie
Technical Support Engineer
Airframe.

Approved:

Per Hedlund
Stress Engineer.

Approved:

Ingemar Arvidsson
Compliance Verification Engineer (CVE)
Structures and Stress.

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The content in this document complies with the requirements in the Certification Basis for applicable aircraft type. Limitations if applicable must be followed.

☐ The information contained in this document is approved by the Agency. See Appendix

☒ The technical content of this document is approved under the authority of DOA nr. EASA.21J.066

☐ The information contained in this document is provided by Saab Aircraft AB as the Type Certificate holder. **It is the responsibility of the operator to obtain approval by the authority that has registered the A/C**

☒ Minor Repair ☐ Major Repair ☐ N/A

Saab Aircraft AB

Postal address	Telephone	Telefax	Registered No
SE-581 88 Linköping Sweden	+46 (0)13 18 20 00	+46 (0)13 18 44 95	

Classification of Minor / Major Repairs in accordance with EASA Part 21 subpart M.

OPERATORS INPUT

This statement has been submitted with reference to Chicago Express email of 2005-03-25 regarding gouge and puncture located at the L/H rear fuselage outer skin aft of cargo door on A/C 348.
Revision A of this statement has been introduced by the reason to present the final repair.

This statement is based solely on the operators input document(s) specified above, the accuracy of which is the operators responsibility. See appendix / appendices for damage description.

VALIDITY / LIMITATIONS

This document contains:-

Approval for ferry flight. Permanent repair to be embodied before return to service. See Para. 1.3 & 1.12 for information.

OPERATORS FUTURE ACTION

None

SAAB AIRCRAFT REMAINING ACTIONS.

None

NOTE(S).

The content of this document will not be taken into consideration in any future Service Bulletin or other document.

General:

The following damage was noted during- inspection.

See appendix for damage description.

Where reference is made to Structural Repair Manual (SRM) chapters, pages, figures or paragraphs SRM revision 45 of Jan 01/05 was used in the preparation of this document.

Providing that the location, nature and the extent of the damage is in accordance with the operators damage report, no other earlier repair is present in the vicinity, all adjacent / conflicting damage is noted in the damage report and repair will not affect any Supplemental Type Certificate the following will apply:-

Preparation:

Make the aircraft safe for maintenance - Ref AMM 24-00-00.

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Caution:- Protect all Electrical Harness / connections and Systems components in the work area. Damage can cause system malfunction.

1 Description and action for L/H rear fuselage outer skin aft of cargo door- gouge & puncture.

1.1 Description.

1.1.1 In appendix, is a gouge with puncture at the L/H rear fuselage outer skin aft of cargo door described and illustrated. In appendix is also request for a ferry flight back to repair station. See appendix for information.

1.2 Inspection.

1.2.1 IAW SRM 51-10-10 Para. 15.

1.3 Repair procedure.

1.3.1 Standard procedures defined in SRM shall be followed.

1.3.2 Temporary repair: Cover the punctured area with Aluminium foil tape (speed tape) See Para. 1.12.1 for information.

1.3.3 Permanent repair: Perform the repair as follow:
* Release the skin from the frames in the affected area and reform as much as possible, make min necessary cut-outs at the gouged and punctured areas (min allowed cut out radii's = .80in).
* Reform affected frames and production splice strap STA 710 back to normal.
* Perform the inspection IAW Para 1.2.1, providing that no crack(s) are discovered the following shall apply.

Frame STA 702 & 710: If no crack is found, perform frame reinforcements with use of an internal L-angle in the principles from SRM 51-70-20 Para. 3. (L-angle = item 1).
Note: If crack(s) is found; perform complete repair IAW SRM 51-70-20 Para. 3 altve frame replacement.

Splice straps STA 710: If no crack is found, Saab Aircraft will accept the splice straps as they are without any structural repair.
Note: If crack(s) is found, contact Saab Aircraft for further information.

Outer skin: Perform doubler/tripler repair IAW SRM 53-80-10 Para. 2 or Para. 3. Doubler tripler extension shall be IAW figure 1 (appendix 2).
Note: Doubler/tripler shall cover the complete repair area as one single repair without any splicing at STA 710.

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1.4 Material list.

1.4.1 IAW SRM 51-70-20 Para. 3
SRM 53-80-10 Para. 2 or Para. 3
If necessary; frame P/n STA 702 7253811-001 & STA 710 P/n 7253811-325.

1.5 Weight and C/G of repair.

1.5.1 Operators responsibility when applicable.

1.6 Structural justification.

1.6.1 Covered by existing compliance documents.

1.7 Effect on aircraft, engines and / or systems performance.

1.7.1 None.

1.8 Effect on maintenance programs.

1.8.1 Covered by existing maintenance programs.

1.9 Airworthiness limitations, effects on Flight and / or operating manuals.

1.9.1 None.

1.10 Effect on environment.

1.10.1 Operators responsibility

1.11 References.

1.11.1 SRM 51-10-10 Para. 15
SRM 51-70-20 Para. 3
SRM 53-80-10 Para. 2 or Para. 3
figure 1 (appendix 2)

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Saab Aircraft AB

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1.12 Deferral.

1.12.1 **After the temporary repair is done:** Saab Aircraft accepts that this aircraft can be used for a ferry flight from the airport where the actual damages occurred to maintenance hangar fulfilling the following requirements:

* Un-pressurised cabin without passengers or cargo.
* Maximum allowed speed 200 knots.
* Avoiding turbulent weather conditions.
* Manoeuvre the aircraft gently and use low sink rate on landing

Note: **It's the customer's responsibility to confirm the approval from the local airworthiness authority's before he ferry flight shall be performed.**

End of statement

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Saab Aircraft AB

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Carl-Gustav Klitsie

From: Mats Näslund
Sent: den 25 mars 2005 21:30
To: Carl-Gustav Klitsie
Subject: FW: pics 2nd round

Attachments: MVC-013F.JPG; MVC-014F.JPG; MVC-015F.JPG; MVC-016F.JPG; MVC-017F.JPG; MVC-018F.JPG; MVC-019F.JPG; MVC-020F.JPG

MVC-013F.JPG

MVC-014F.JPG

MVC-015F.JPG

MVC-016F.JPG

MVC-017F.JPG

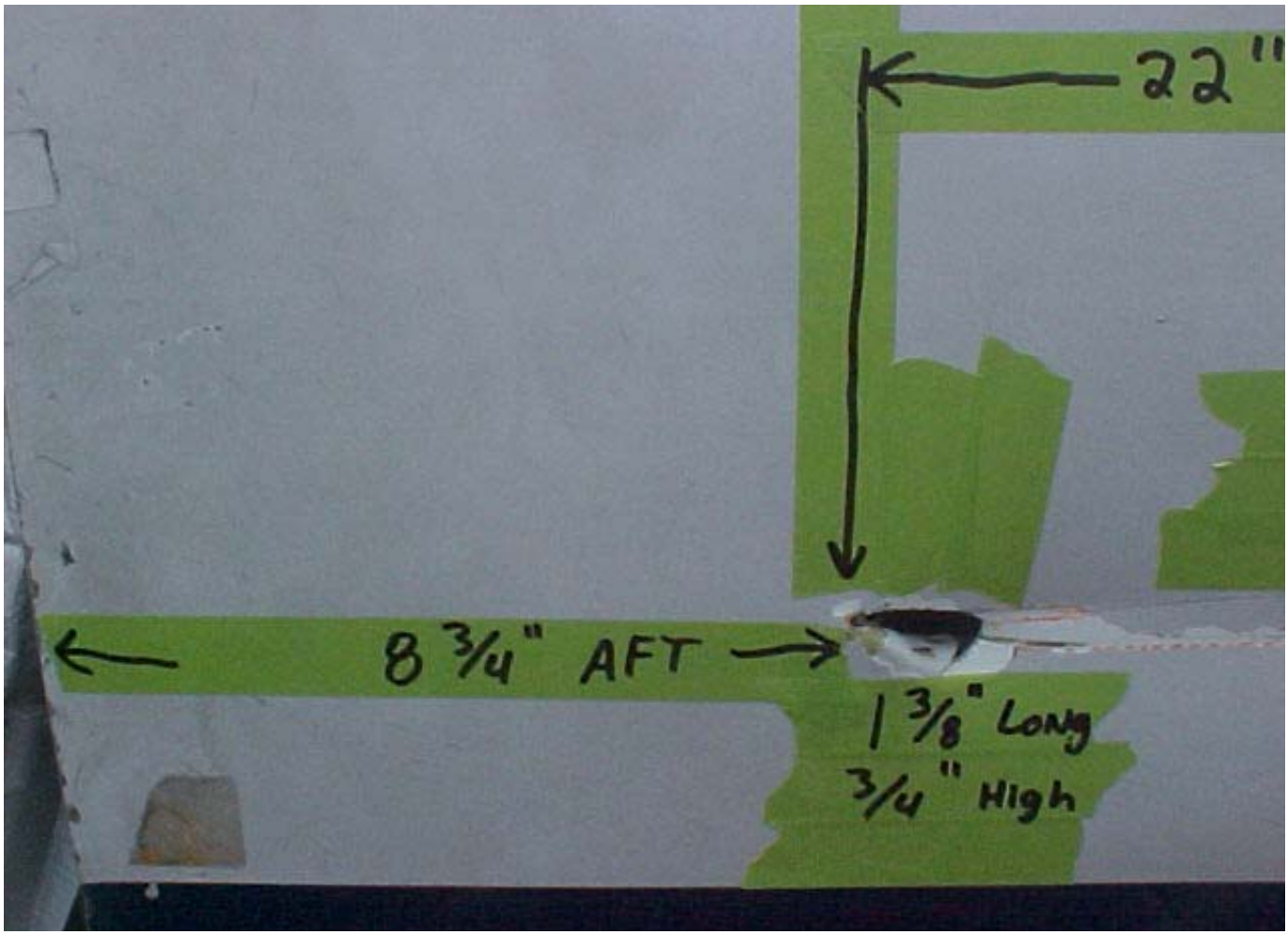
MVC-018F.JPG

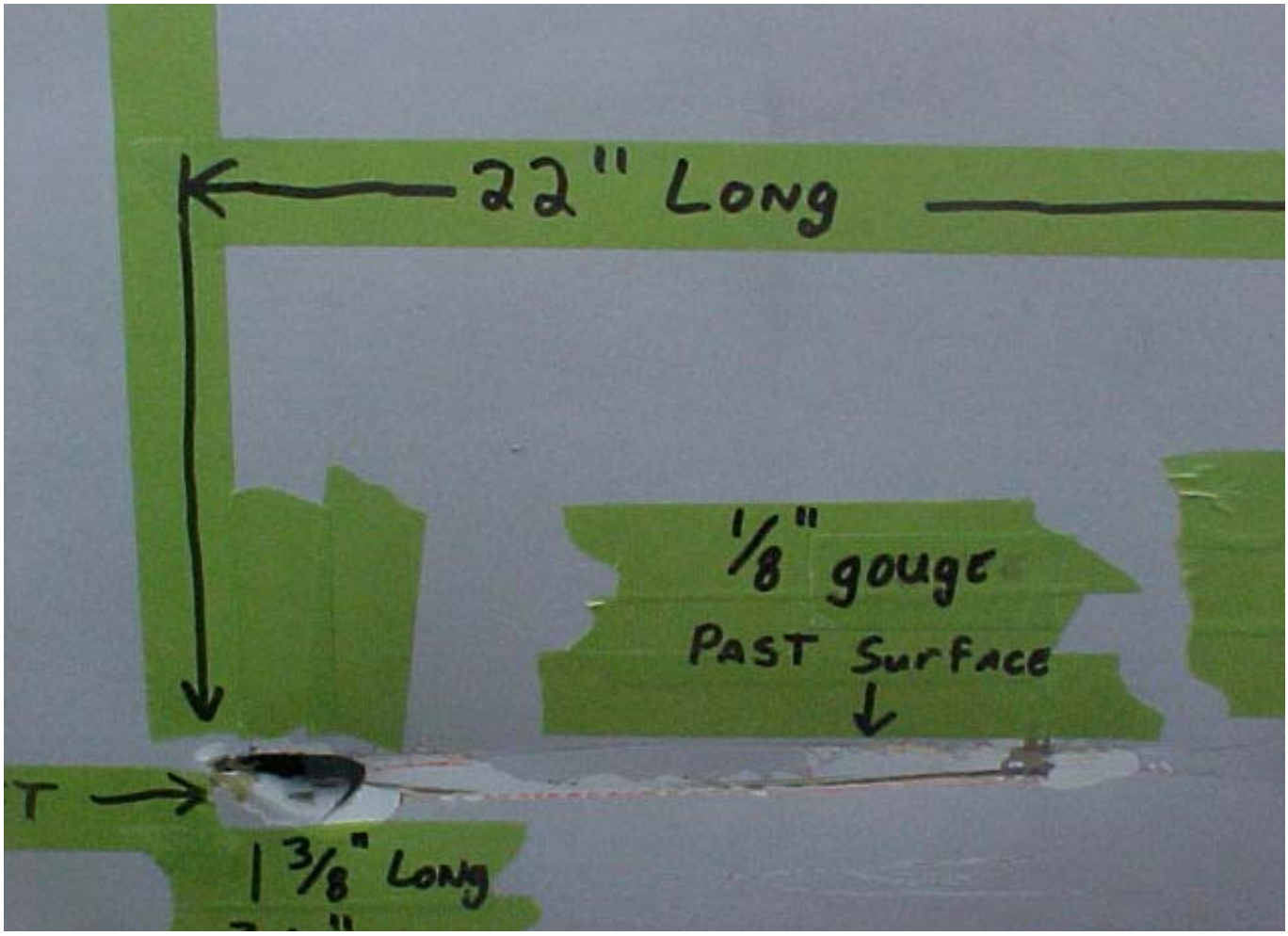
MVC-019F.JPG

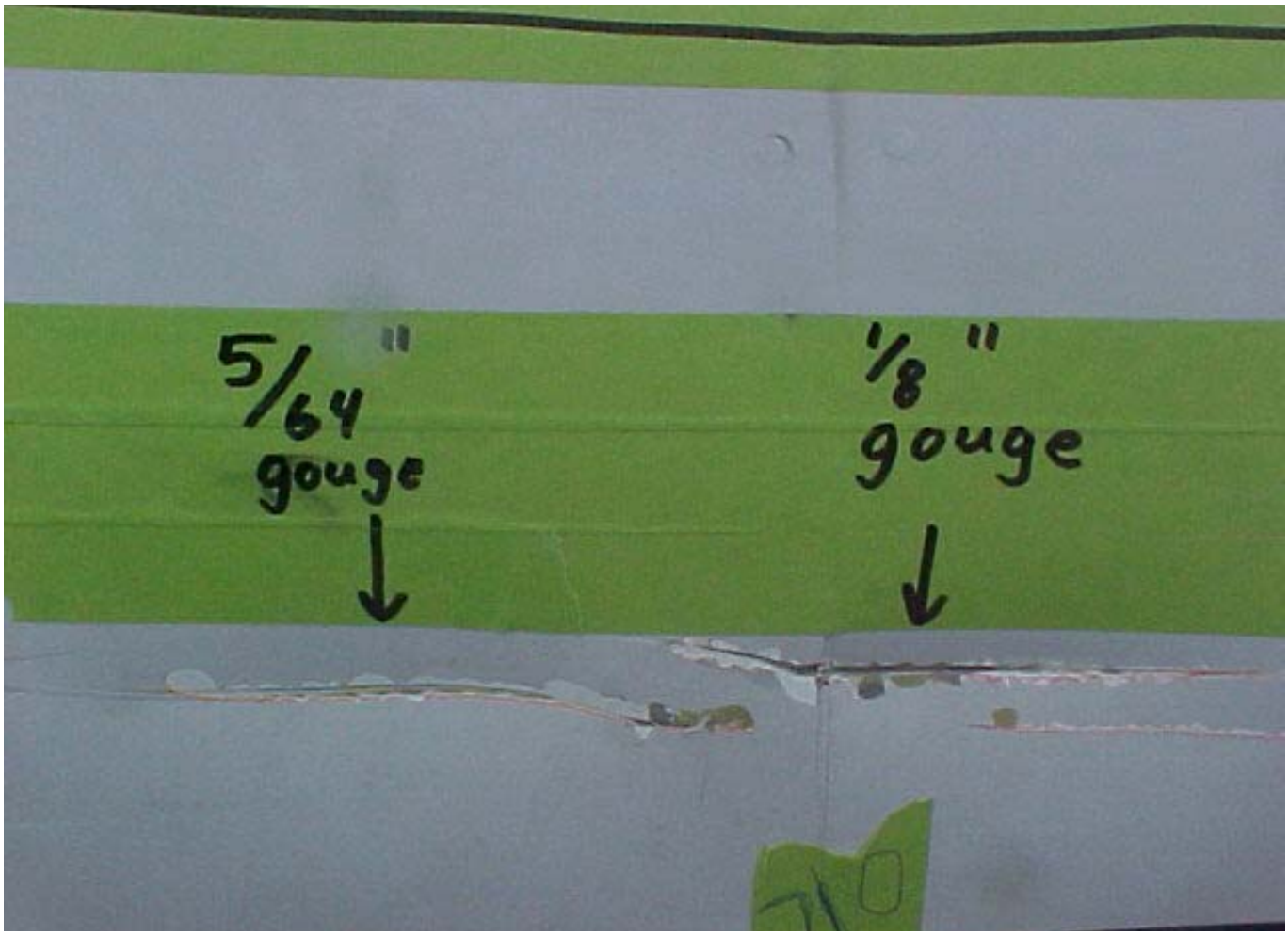
MVC-020F.JPG

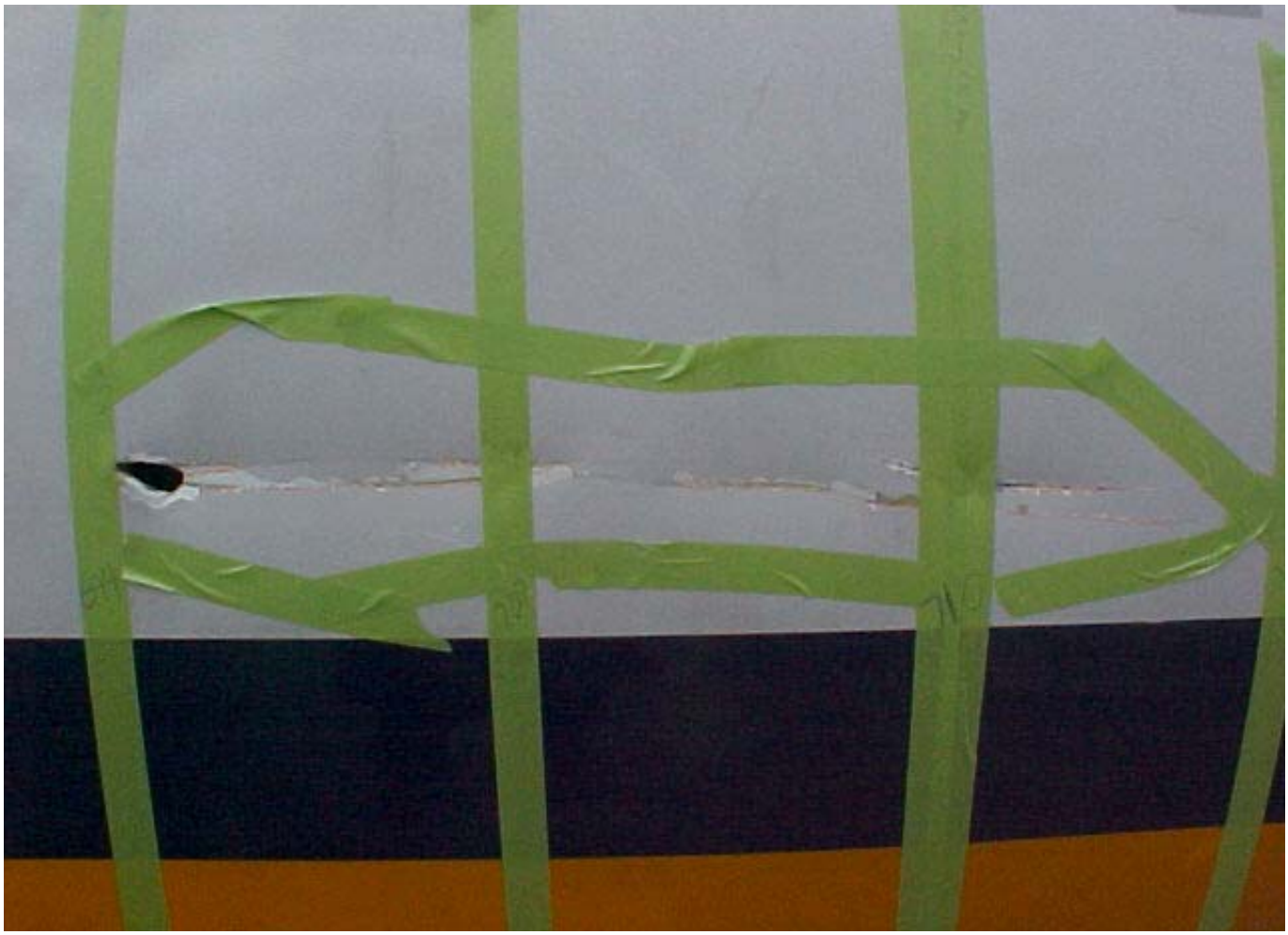
-----Original Message-----
From: Hill, John [mailto:John.Hill@IFLYATA.COM]
Sent: den 25 mars 2005 19:22
To: Technical Support - SA - LPI - SID - F; Mats Näslund
Cc: Kevin Semon; Jay Palen
Subject: FW: pics 2nd round

> <<MVC-013F.JPG>> <<MVC-014F.JPG>> <<MVC-015F.JPG>>
> <<MVC-016F.JPG>> <<MVC-017F.JPG>> <<MVC-018F.JPG>> <<MVC-019F.JPG>>
> <<MVC-020F.JPG>>
>
These are just reference pictures. CEA is looking to get approval for a ferry flight with a repair statement to follow. The PO number is GP-00301120. Pictures of stations and waterline to follow.


22"
8 3/4" AFT
1 3/8" Long
3/4" High


22" Long
1/8" gouge
Past Surface
T
1 3/8" Long

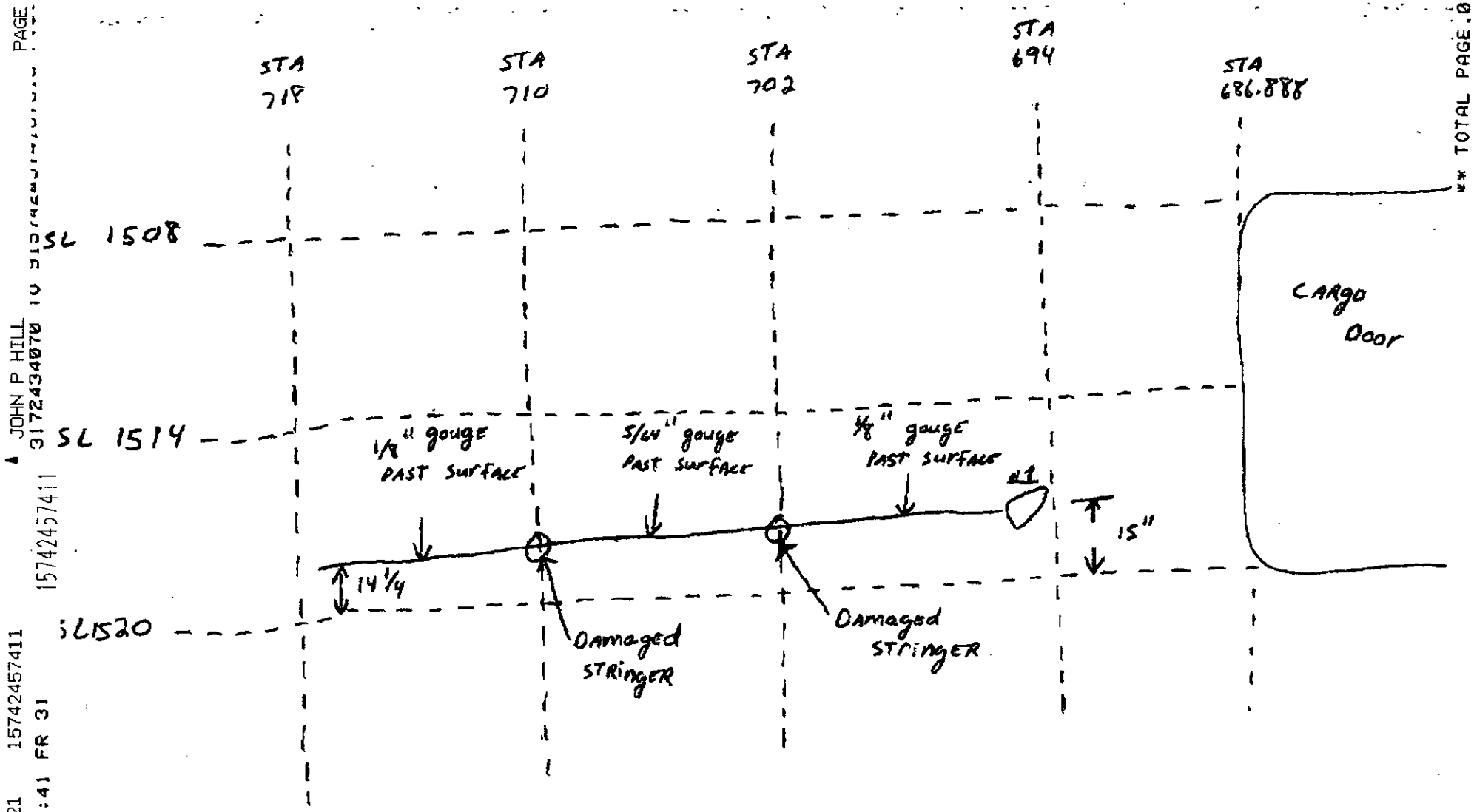

5/64" gouge
1/8" gouge



N316C

03/25/2005 14:21 15742457411 JOHN P HILL PAGE 01
JAN 14 1999 12:41 FR 31 15742457411 3172434070 TO 915742457411
** TOTAL PAGE.01 **

Inside looking out



#1. Hole is 1 3/8" Long and 3/4" High

S/N 346 Chicago Express

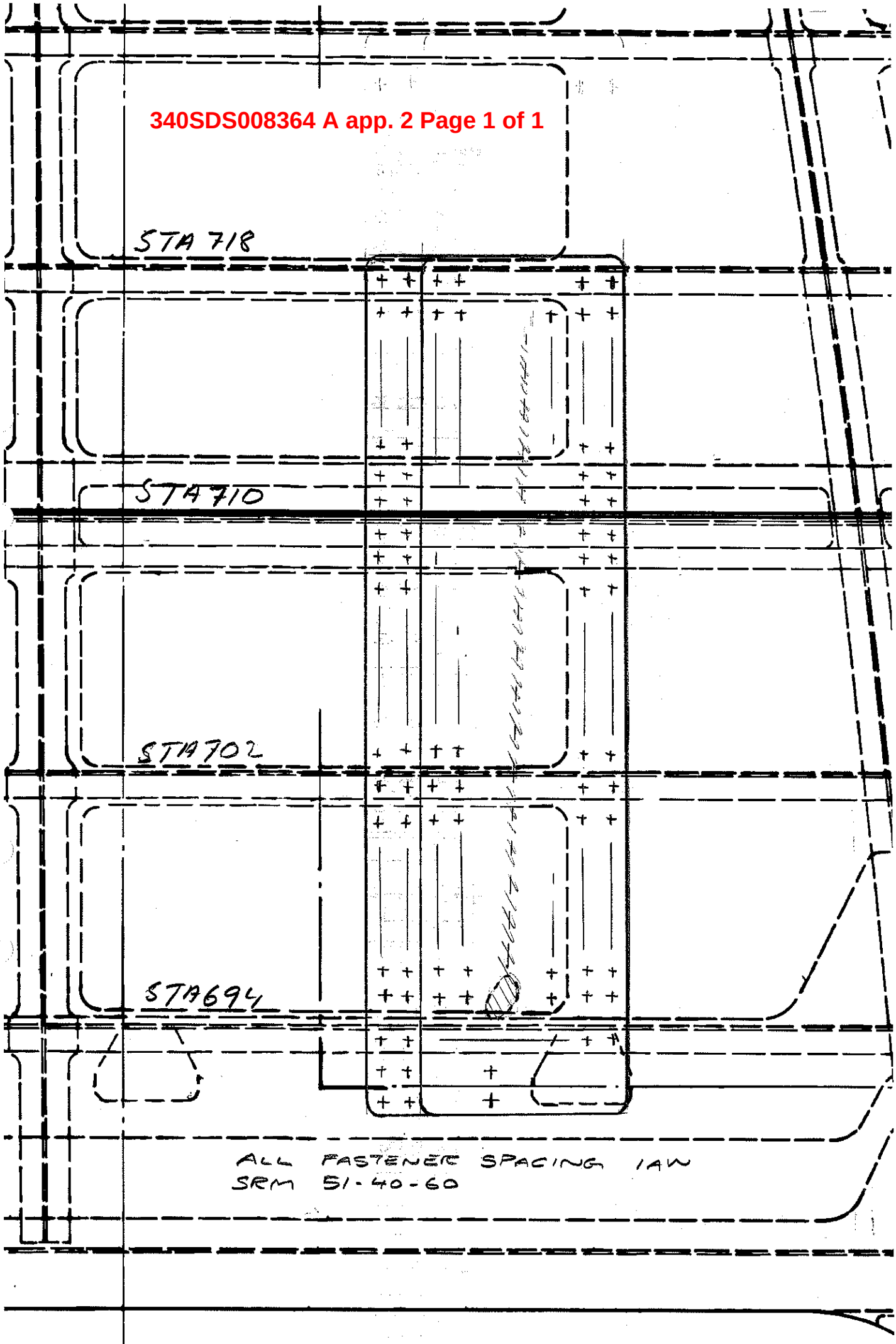

STA 718
STA 710
STA 702
STA 694
ALL FASTENER SPACING IAW
SRM 51-40-60

EXHIBIT C

American Eagle Airlines, Inc.
Mail Drop 5494, 4330 Amon Carter Blvd
Fort Worth, Texas 76155

INVOICE

CUSTOMER BILLING ADDRESS:
Chicago Express Airlines, Inc
c/o ATA Airlines
7337 West Washington Street
Indianapolis, IN 46231
Attn: Chief Financial Officer

PLEASE REMIT TO:
American Eagle Airlines, Inc.
Attn: Rose Gacilos
MD 5494
4330 Amon Carter Blvd
Fort Worth, TX 76155

Invoice Date: June 9, 2005			**Terms: NET 30 DAYS**		
Invoice Number: 316CE			**Customer P.O.**		
Summary Of Charges: For repairs to Chicago Express aircraft N316CE, damage done by baggage cart in Indianapolis					
	Description	**Total Man Hours**	**Labor Rate (per hr)**	**Materials**	**Total**
1	Labor	109.00	$50.00		$5,450.00
2	Materials			$1,430.39	$1,430.39

Total Amount Due: **$6,880.39**

EXHIBIT D

Southern Pride Trucking Inc.

P.O. Box 84000, San Diego, CA 92138
ICC MC149343

INVOICE
1147018

Billing Question
Attention Tom: (800) 922-8600

TRIP NO.	DATE	UNIT	TRAILER	MILEAGE
100725	4/12/2005	1035	1035A	1040

SHIPPER	CONSIGNEE
CHISBN	AAEAGDFW
CHICAGO EXPRESS AIRLINES 4211 PROGRESS DR SOUTH BEND, IN 46628	AMERICAN EAGLE 1700 W 20TH DALLAS, TX 75261

	COMMODITY DESCRIPTION	SERIAL / CO#	WEIGHT	RATE	REVENUE
1	SAAB ENGINE	785230	1700	1.800	1,872.00
	FUEL SURCHARGE			0.240	249.60

DIMENSIONS: L9' W4' H4'

B/L NO.	B/L DATE
B144706	4/12/2005

PJ

INVOICE TO: AAEAGBILL
AMERICAN EAGLE

4333 AMON CARTER BLVD
FORT WORTH, TX 76155

AMOUNT DUE $ 2,121.60

NET 30 DAYS

SECTION 223 I.I.C ACT REQUIRES PAYMENT OF FREIGHT CHARGES WITHIN FIFTEEN DAYS

Southern Pride Trucking Inc.

P.O. Box 84000, San Diego, CA 92138
ICC MC149343

INVOICE
1146795

Billing Question
Attention Tom: (800) 922-8600

TRIP NO.	DATE	UNIT	TRAILER	MILEAGE
100561	4/2/2005	789	789A	1040

SHIPPER	CONSIGNEE
AAEAGDFW	CHISBN
AMERICAN EAGLE 1700 W 20TH DALLAS, TX 76261	CHICAGO EXPRESS AIRLINES 4211 PROGRESS DR SOUTH BEND, IN 46628

	COMMODITY DESCRIPTION	SERIAL# / CO#	WEIGHT	RATE	REVENUE
1	SAAB ENGINE	785240	3000	1.800	1,872.00
	WAIT TIME PER DAY			500.000	500.00
	FUEL SURCHARGE			0.220	228.80

DIMENSIONS: L10' W5' H5'

B/L NO.	B/L DATE
B137985	3/31/2005

BG

INVOICE TO: AAEAGBILL
AMERICAN EAGLE
4333 AMON CARTER BLVD
FORT WORTH, TX 76155

AMOUNT DUE $ 2,600.80

NET 30 DAYS

SECTION 223 I.C.C ACT REQUIRES PAYMENT OF FREIGHT CHARGES WITHIN FIFTEEN DAYS

John Hill
4211 Progress Drice
South Bend, IN 46628
312-656-5292

Date: 04/04/05

To: AMR Leasing, Inc.
Attn: Rose Gacilos

Invoice Number Bliss0002
Invoice Open Date 04/04/05
Invoice Closed Date

Part Number	Description	Qty	Each Price	Amount
CT7-9B	Complete QEC Build-up of engine provided by AMR. Installation of Engine on Aircraft N314CE, S/N 340B-335. Performance of all required power assurance and break- in runs.			
	Estimated time of completion is 35 hrs x 4 certified mechanic	140	$60.00	$8,400.00
	Records clerk for installation of engine and components. 8 hours x 1 records clerk	8	$25.00	$200.00
	Administration and Processing Fees x 25% of total invoice	25%		
	Note: This is the final invoice of work performed. Hours increased due to rigging issue and faulty components found during engine break in runs.			

Full payment due upon completion.
30 - 60 days late 15%
60 - 90 days late 25%
90+ days late 45%

LABOR TOTAL $8,600.00
25% Administration fee X 25%

INVOICE TOTAL **$10,750.00**