

FILED
U.S. BANKRUPTCY COURT
INDIANAPOLIS DIVISION
JAN 11 2005
SOUTHERN DISTRICT OF INDIANA
JOHN A. O'NEAL, CLERK

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

In re: ATA HOLDINGS CORP., et al.,

Chapter 11

Debtors.

Case No. 04-19866-BHL-11
(Jointly Administered)

**MOTION BY SIGNATURE FLIGHT SUPPORT CORPORATION AND
AIRCRAFT SERVICE INTERNATIONAL, INC. FOR ENTRY OF AN ORDER
GRANTING RELIEF FROM THE AUTOMATIC STAY
TO TERMINATE CERTAIN CONTRACTS**

Signature Flight Support Corporation (“Signature”) and Aircraft Service International, Inc. (“ASII”), by and through their undersigned counsel, hereby move the Court for the entry of an Order granting relief from the automatic stay to terminate certain contracts and, in support thereof, state as follows:

1. ATA Holdings Corp., et al.¹ (the “Debtors”), filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on October 26, 2004 (the “Petition Date”). Upon information and belief, the Debtors continue to operate their businesses and manage their assets as debtors-in-possession pursuant to 11 U.S.C. § 1107(a) and 1108.

2. Signature is a party to certain contracts with one or more of the Debtors (the “Signature Contracts”). A list of the Signature Contracts is attached hereto as part of **EXHIBIT A**.

¹ The Debtors are the following entities: 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).

3. ASII is a party to certain contracts with one or more of the Debtors (the "ASII Contracts"). A list of the ASII Contracts is attached hereto as part of **EXHIBIT A**. The ASII Contracts and the Signature Contracts are referred to collectively as the "Contracts."

4. As of the Petition Date, the total outstanding amount due by the Debtors to ASII under the ASII Contracts was \$647,318.17. A summary of the outstanding, prepetition invoices due under the ASII Contracts is attached hereto as part of **EXHIBIT B**.

5. The total outstanding amount due by the Debtors to Signature under the Signature Contracts is \$40,443.15 as of the Petition Date. A summary of the outstanding, prepetition invoices due under the Signature Contracts is attached hereto as part of **EXHIBIT B**.

6. ASII and Signature have continued to perform the Contracts after the Petition Date. As of January 6, 2005, the total outstanding, postpetition amounts due under the Contracts was \$779,187.60.

7. Each of the Contracts incorporates the Main Agreement of the Standard Ground Handling Agreement of April 1998 as published by the International Air Transport Association (the "Main Agreement"). A copy of the Main Agreement is attached hereto as **EXHIBIT C**. Section 11 of the Main Agreement allows termination of a Contract by either party upon 60 days prior notice. See, Section 11.4 of the Main Agreement.

Relief Requested

II. Signature and ASII are entitled to relief from the automatic stay to terminate the Contracts.

8. Pursuant to section 11 of the Main Agreement, Signature and ASII are entitled to terminate the Contracts upon 60 days prior written notice. The Contracts may be terminated without regard to "cause" or default.

9. Signature and ASII have continued to provide services to the Debtors postpetition pending an Order from the Court granting Signature and ASII relief from the automatic stay. Since the Petition Date, Signature and ASII have extended credit to the Debtors in excess of \$700,000.00. Signature and ASII continue to extend credit to the Debtors on a monthly basis in the approximate amount of \$800,000.00.

10. By this Motion, Signature and ASII seek relief from the automatic stay pursuant to section 362(d)(1) and (2). Section 362(d) provides that “the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay – (1) for cause, including the lack of adequate protection of an interest in property of such party in interest; [or] (2) with respect to a stay of an act against property under subsection (a) of this section, if – (A) the debtor does not have equity in such property; and (B) such property is not necessary to an effective reorganization....”

11. “Cause” exists under section 362(d)(1) to allow Signature and ASII relief from the automatic stay in order to serve the 60 days notice required to terminate the Contracts. The Debtors’ property interest in the Contracts is limited by the 60 day termination provisions. Neither Signature nor ASII agreed to a long-term contract with the Debtors. In each of the Contracts, the Debtors agreed that Signature and ASII could terminate the Contracts upon 60 days notice. Given the Debtors’ limited property interest in the Contracts, cause exists under section 362(d)(1) for termination of the automatic stay.

12. Signature and ASII are also entitled to relief from the automatic stay under section 362(d)(2). The Debtors do not have any equity in the Contracts because the Contracts are subject to the 60 day termination provisions. Even if the Debtors assumed the Contracts, Signature and ASII would retain the right to terminate the Contracts upon 60 days notice.

Finally, the Contracts are not necessary for an effective reorganization because other ground handling service providers are available to the Debtors. Moreover, the termination provisions give the Debtors 60 days to assume the existing Contracts with Signature and ASII, negotiate new contracts with Signature and ASII, or find alternative service providers. Therefore, relief from the automatic stay should be granted to Signature and ASII under section 362(d)(2).

13. In the event the Court denies relief from the automatic stay, Signature and ASII seek adequate protection, pursuant to sections 361, 362 and 365, in the form of (i) the Debtors' immediate payment of all amounts owed for prepetition and postpetition services provided to Debtors under the Contracts, and (ii) the Debtors' cash in advance payment for any further services requested by the Debtors under the Contracts, together with such other and further relief as this Court deems just and proper.

WHEREFORE, Signature and ASII respectfully request the entry of an Order granting Signature and ASII relief from the automatic stay in order to serve the 60 day notice to terminate the Agreements, or, in the event such requests for relief from the automatic stay are denied, granting Signature and ASII adequate protection pursuant to sections 361, 362, and 365 of the Bankruptcy Code, together with such other and further relief as this Court deems just and proper.

Dated: January 11^{*PR*}, 2005

NIXON PEABODY LLP

Co-Counsel for Aircraft Service International, Inc.
and Signature Flight Support Corporation

Gregory J. Mascitti, Esq.

1300 Clinton Square

Rochester, New York 14604

Telephone: (585) 263-1000

-and-

HENDERSON, DAILY, WITHROW & DeVOE

Co-Counsel for Aircraft Service International, Inc.
and Signature Flight Support Corporation

By: 

Thomas N. Eckerle

2600 One Indiana Square

Indianapolis, Indiana 46204

Telephone: (317) 639-4121

AIRPORT	PARTIES TO CONTRACT		EFFECTIVE DATE OF CONTRACT	SERVICES PROVIDED
Baltimore/Washington International	ATA Airlines, Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/04	Into-Plane Fueling Service
Baltimore/Washington International	ATA Airlines, Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 3/1/97	Ground Handling Agreement
Charlotte International	ATA Airlines, Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/1/04	Into-Place Fueling Service
Denver International	ATA Airlines, Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/9/02	Ground Handling Agreement and De-icing
Denver International	ATA Airlines, Inc., as Carrier	Aircraft Services International Inc., as Handling Company	Effective 1/1/02	Into-Plane Fueling Service
Des Moines International	ATA Airlines, Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/04	Into-Plane Fueling Service
Des Moines International	American Trans Air, Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/02	Ground Handling Service
Fort Lauderdale/Hollywood International	American Trans Air, Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 3/17/97	Ground Handling Service

EXHIBIT "A"
Page 1 of 3

AIRPORT	PARTIES TO CONTRACT		EFFECTIVE DATE OF CONTRACT	SERVICES PROVIDED
Indianapolis International	ATA Airlines, Inc. as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/04	Ground Handling Service
McCarran International (Las Vegas)	ATA Airlines, Inc., as Carrier	Aircraft Services International, Assignee of Signature Flight Support of Nevada, Inc., as Handling Company	Effective 1/1/02	Into-Plane Fueling Service
Los Angeles International	ATA Airlines, Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/1/02	Into-Plane Fueling Service
Chicago Midway	ATA Airlines Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 10/1/04	Standard Ground Handling
Newark International	American Trans Air, Inc., as Carrier	Signature Flight Support Corporation – New Jersey, Inc., as Handling Company	Effective 1/9/02	Ground Handling Service and De-icing
Minneapolis/St. Paul International	American Trans Air, Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/02	Ground Handling Services
Fort Lauderdale/Hollywood International	ATA Airlines Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/1/04	Into-Plane Fueling Services
Seattle/Tacoma International	ATA Airlines Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/1/02	Into-Plane Fueling Services

EXHIBIT "A"
Page 2 of 3

AIRPORT	PARTIES TO CONTRACT		EFFECTIVE DATE OF CONTRACT	SERVICES PROVIDED
Sarasota Bradenton International	American Trans Air, Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/1/02	Into-Plane Fueling Services
San Francisco International	ATA Airlines Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/1/04	Into-Plane Fueling Services
St. Petersburg/Clearwater International	ATA Airlines Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/02	Ground Handling Services
St. Petersburg/Clearwater International	ATA Airlines Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 11/1/00	Ground Handling Services
Philadelphia International	ATA Airlines Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 5/1/04	Into-Plane Fueling Services
Orlando International	American Trans Air, Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/02	Ground Handling and Into-Plane Fueling Services
Orlando International	ATA Airlines Inc., as Carrier	Aircraft Service International, Inc., as Handling Company	Effective 1/1/02	Into-Plane Fueling Services
Chicago Midway	ATA Airlines Inc., as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 1/1/04	Into-Plane Fueling Services
Chicago Midway	Chicago Express Airlines, as Carrier	Signature Flight Support Corporation, as Handling Company	Effective 9/1/04	Into-Plane Fueling Services

EXHIBIT "A"
Page 3 of 3

ATA Bankruptcy

ASII - ATA Airlines					
Airport	Invoice Number	Invoice Date	Original Invoice Amt	Open Balance Amt	
BWI	I-E-02-11635	9/30/2004	1,422.75	1,422.75	Ground Handling
BWI	I-E-02-11645	9/30/2004	525.00	525.00	Ground Handling
BWI	I-E-02-11676	10/1/2004	7,897.05	7,897.05	Ground Handling
BWI	I-E-02-11677	10/1/2004	5,003.25	5,003.25	Ground Handling
BWI	I-E-02-11726	10/6/2004	5,164.34	5,164.34	Into Plane
BWI	I-E-02-11750	10/7/2004	358.49	358.49	Ground Handling
BWI	I-E-02-11767	10/7/2004	311.05	311.05	Ground Handling
BWI	I-E-02-11819	10/11/2004	1,942.81	1,942.81	Into Plane
BWI	I-E-02-11839	10/13/2004	3,704.40	3,704.40	Ground Handling
BWI	I-E-02-11890	10/19/2004	2,152.50	2,152.50	Ground Handling
BWI	I-E-02-11891	10/19/2004	11,545.01	11,545.01	Ground Handling
BWI	I-E-02-11909	10/21/2004	2,754.03	2,754.03	Into Plane
BWI	I-E-02-11945	10/26/2004	4,305.00	4,305.00	Ground Handling
BWI	I-E-02-11963	10/28/2004	765.81	765.81	Into Plane
BWI	I-E-02-11964	10/28/2004	1,369.20	1,369.20	Ground Handling
BWI	I-E-02-11965	10/28/2004	333.00	333.00	Ground Handling
BWI	I-E-02-11966	10/28/2004	268.75	268.75	Ground Handling
BWI Total				49,822.44	
MDW	I-E-05-584	6/28/2002	(1,116.74)	(1,116.74)	Ground Handling
MDW	I-E-05-777	8/30/2002	(274.86)	(274.86)	Into Plane
MDW	I-E-05-1017	11/22/2002	(57.26)	(57.26)	Into Plane
MDW	I-E-05-1714	5/16/2003	(19.89)	(19.89)	Into Plane
MDW	I-E-05-1764	6/6/2003	1,071.19	168.33	Ground Handling
MDW	I-E-05-1816	6/27/2003	(5.34)	(5.34)	Into Plane
MDW	I-E-05-1891	7/21/2003	172.79	172.79	Ground Handling
MDW	I-E-05-2222	10/31/2003	(64.43)	(64.43)	Ground Handling
MDW	I-E-05-2349	12/5/2003	(170.11)	(170.11)	Ground Handling
MDW	I-E-05-2350	12/5/2003	180.87	180.87	Ground Handling
MDW	I-E-05-2351	12/5/2003	104.83	104.83	Ground Handling
MDW	I-E-05-2352	12/5/2003	(269.57)	(269.57)	Ground Handling
MDW	I-E-05-2549	1/9/2004	256.00	256.00	Into Plane
MDW	I-E-05-2608	1/15/2004	2,241.86	58.58	Ground Handling
MDW	I-E-05-2617	1/19/2004	4,769.86	4,769.86	Ground Handling
MDW	I-E-05-2629	1/26/2004	2,513.47	2,513.47	Ground Handling
MDW	I-E-05-2631	1/26/2004	3,771.46	3,771.46	Ground Handling
MDW	I-E-05-2713	2/6/2004	1,390.46	1,390.46	Ground Handling
MDW	I-E-05-2714	2/6/2004	4,785.84	4,785.84	Ground Handling
MDW	I-E-05-2731	2/10/2004	2,027.84	89.14	Ground Handling
MDW	I-E-05-2768	2/12/2004	2,308.74	2,308.74	Ground Handling
MDW	I-E-05-2826	2/16/2004	500.27	500.27	Ground Handling
MDW	I-E-05-2827	2/16/2004	214.02	214.02	Ground Handling
MDW	I-E-05-2828	2/16/2004	(901.06)	(901.06)	Ground Handling
MDW	I-E-05-2954	3/5/2004	183.46	183.46	Ground Handling
MDW	I-E-05-2955	3/5/2004	30.70	30.70	Ground Handling
MDW	I-E-05-3077	4/2/2004	28.57	28.57	Into Plane
MDW	I-E-05-3288	5/26/2004	(216.32)	(216.32)	Ground Handling
MDW	I-E-05-3305	5/26/2004	1,112.59	32.60	Ground Handling
MDW	I-E-05-3608	8/13/2004	2,166.09	477.88	Ground Handling
MDW	I-E-05-3760	9/22/2004	735.55	724.70	Ground Handling
MDW	I-E-05-3778	9/27/2004	1,006.38	1,006.38	Ground Handling
MDW	I-E-05-3779	9/27/2004	609.37	609.37	Ground Handling
MDW	I-E-05-3780	9/27/2004	1,338.63	1,338.63	Ground Handling
MDW	I-E-05-3781	9/27/2004	3,053.11	3,053.11	Ground Handling

EXHIBIT "B"
Page 1 of 7

ATA Bankruptcy

Airport	Invoice Number	Invoice Date	Original Invoice Amt	Open Balance Amt	
MDW	I-E-05-3790	9/30/2004	18,492.68	18,492.68	Into Plane
MDW	I-E-05-3815	10/1/2004	539.75	539.75	Ground Handling
MDW	I-E-05-3816	10/1/2004	693.09	693.09	Ground Handling
MDW	I-E-05-3817	10/1/2004	1,618.76	1,618.76	Ground Handling
MDW	I-E-05-3818	10/1/2004	3,726.09	3,726.09	Ground Handling
MDW	I-E-05-3819	10/1/2004	18,083.96	18,083.96	Into Plane
MDW	I-E-05-3827	10/12/2004	711.49	711.49	Ground Handling
MDW	I-E-05-3828	10/12/2004	907.76	907.76	Ground Handling
MDW	I-E-05-3829	10/12/2004	1,710.00	1,710.00	Ground Handling
MDW	I-E-05-3830	10/12/2004	5,730.41	5,730.41	Ground Handling
MDW	I-E-05-3838	10/15/2004	19,872.16	19,872.16	Into Plane
MDW	I-E-05-3839	10/15/2004	19,344.27	19,344.27	Into Plane
MDW	I-E-05-3857	10/20/2004	528.49	528.49	Ground Handling
MDW	I-E-05-3858	10/20/2004	563.30	563.30	Ground Handling
MDW	I-E-05-3866	10/21/2004	1,513.20	1,513.20	Ground Handling
MDW	I-E-05-3867	10/21/2004	2,967.12	2,967.12	Ground Handling
MDW	I-E-05-3875	10/25/2004	689.89	689.89	Ground Handling
MDW	I-E-05-3876	10/25/2004	860.78	860.78	Ground Handling
MDW	I-E-05-3877	10/25/2004	1,683.47	1,683.47	Ground Handling
MDW	I-E-05-3883	10/25/2004	4,453.65	4,453.65	Ground Handling
MDW	I-E-05-3886	10/26/2004	20,067.02	20,067.02	Into Plane
MDW	I-E-05-3898	10/28/2004	13,655.93	13,655.93	Into Plane
MDW	I-E-05-3901	10/29/2004	284.82	284.82	Ground Handling
MDW	I-E-05-3902	10/29/2004	474.69	474.69	Ground Handling
MDW	I-E-05-3903	10/29/2004	1,219.25	1,219.25	Ground Handling
MDW	I-E-05-3904	10/29/2004	3,049.78	3,049.78	Ground Handling
MDW	I-E-05-3915	11/2/2004	125,918.85	125,918.85	Into Plane
MDW Total				295,035.14	
LAS	I-E-10-5425	9/28/2004	1,802.78	264.45	Into Plane
LAS	I-E-10-5441	9/28/2004	74.65	74.65	Ground Handling
LAS	I-E-10-5465	9/30/2004	1,781.57	1,781.57	Into Plane
LAS	I-E-10-5481	9/30/2004	44.11	44.11	Ground Handling
LAS	I-E-10-5497	10/7/2004	589.87	589.87	Into Plane
LAS	I-E-10-5529	10/13/2004	1,788.40	1,788.40	Into Plane
LAS	I-E-10-5545	10/13/2004	108.58	108.58	Ground Handling
LAS	I-E-10-5567	10/21/2004	1,914.07	1,914.07	Into Plane
LAS	I-E-10-5583	10/21/2004	114.00	114.00	Ground Handling
LAS	I-E-10-5618	10/27/2004	1,920.55	1,920.55	Into Plane
LAS	I-E-10-5627	10/27/2004	40.45	40.45	Ground Handling
LAS	I-E-10-5645	10/28/2004	1,214.02	1,214.02	Into Plane
LAS	I-E-10-5646	10/28/2004	51.48	51.48	Ground Handling
				(111.21)	Unapplied Payment
LAS Total				9,794.99	
PIE	I-E-11-3748	10/1/2004	3,980.00	3,980.00	Ground Handling
PIE	I-E-11-3749	10/1/2004	(1,006.00)	(1,006.00)	Ground Handling
PIE	I-E-11-3754	10/1/2004	3,344.68	3,344.68	Into Plane
PIE	I-E-11-3755	10/1/2004	70.00	70.00	Ground Handling
PIE	I-E-11-3763	10/5/2004	7,687.00	7,687.00	Ground Handling
PIE	I-E-11-3772	10/5/2004	3,500.00	3,500.00	Ground Handling
PIE	I-E-11-3773	10/8/2004	(140.00)	(140.00)	Ground Handling
PIE	I-E-11-3774	10/11/2004	10,672.00	10,672.00	Ground Handling
PIE	I-E-11-3775	10/11/2004	8,148.00	8,148.00	Ground Handling
PIE	I-E-11-3793	10/11/2004	6,235.36	6,235.36	Into Plane
PIE	I-E-11-3794	10/11/2004	110.04	110.04	Ground Handling

EXHIBIT "B"
Page 2 of 1

ATA Bankruptcy

Airport	Invoice Number	Invoice Date	Original Invoice Amt	Open Balance Amt	
PIE	I-E-11-3798	10/14/2004	64.00	64.00	Ground Handling
PIE	I-E-11-3801	10/15/2004	10,946.00	10,946.00	Ground Handling
PIE	I-E-11-3804	10/19/2004	10,996.00	10,996.00	Ground Handling
PIE	I-E-11-3814	10/22/2004	484.00	484.00	Ground Handling
PIE	I-E-11-3816	10/22/2004	7,745.00	7,745.00	Ground Handling
PIE	I-E-11-3818	10/25/2004	7,909.00	7,909.00	Ground Handling
PIE	I-E-11-3831	10/25/2004	55.00	55.00	Ground Handling
PIE	I-E-11-3832	10/25/2004	4,166.80	4,166.80	Into Plane
PIE	I-E-11-3838	10/28/2004	(385.00)	(385.00)	Ground Handling
PIE	I-E-11-3839	10/28/2004	(7,909.00)	(7,909.00)	Ground Handling
PIE	I-E-11-3840	10/28/2004	7,909.00	7,909.00	Ground Handling
PIE	I-E-11-3841	10/28/2004	5,520.00	5,520.00	Ground Handling
PIE	I-E-11-3844	10/28/2004	2,776.08	2,776.08	Into Plane
PIE Total				92,877.96	
MSP	I-E-21-14122	9/13/2004	272.12	272.12	Retail Auto Fuel
MSP	I-E-21-14196	9/22/2004	27.00	27.00	Parking Fees
MSP	I-E-21-14228	9/27/2004	170.03	170.03	Retail Auto Fuel
MSP	I-E-21-14293	10/1/2004	109.09	109.09	Retail Auto Fuel
MSP	I-E-21-14317	10/5/2004	24.00	24.00	Parking Fees
MSP	I-E-21-14344	10/8/2004	183.63	183.63	Retail Auto Fuel
MSP	I-E-21-14381	10/18/2004	140.12	140.12	Retail Auto Fuel
MSP	I-E-21-14394	10/18/2004	107.01	107.01	Retail Auto Fuel
MSP	I-E-21-14474	10/25/2004	118.81	118.81	Retail Auto Fuel
MSP Total				1,151.81	
DTW	I-E-52-13338	9/7/2004	4,202.44	4,202.44	Ground Handling
DTW	I-E-52-13487	9/20/2004	3,038.49	3,038.49	Ground Handling
DTW	I-E-52-13581	9/27/2004	3,048.29	3,048.29	Ground Handling
DTW Total				10,289.22	
SEA	I-F-02-3959	10/4/2004	13,992.84	13,992.84	Into Plane
SEA	I-F-02-4018	10/28/2004	11,723.96	11,723.96	Into Plane
SEA Total				25,716.80	
LAX	I-F-03-3062	10/7/2004	19,584.49	19,584.49	Into Plane
LAX	I-F-03-3096	10/8/2004	1,113.18	1,113.18	Ground Handling
LAX	I-F-03-3101	10/8/2004	1,572.13	1,572.13	Ground Handling
LAX	I-F-03-3186	10/28/2004	17,814.96	17,814.96	Into Plane
LAX	I-F-03-3187	10/28/2004	807.30	807.30	Ground Handling
LAX	I-F-03-3188	10/28/2004	1,087.75	1,087.75	Ground Handling
LAX	I-F-03-3362	11/9/2004	1,130.26	1,130.26	Interline baggage
LAX Total				43,110.07	
FLL	I-F-05-3587	10/8/2004	1,708.63	1,708.63	Into Plane
FLL	I-F-05-3743	10/28/2004	1,849.39	1,849.39	Into Plane
FLL Total				3,558.02	
SFO	I-F-06-2565	10/4/2004	35,073.75	35,073.75	Into Plane
SFO	I-F-06-2621	10/5/2004	774.30	774.30	Ground Handling
SFO	I-F-06-2644	10/28/2004	31,670.89	31,670.89	Into Plane
SFO	I-F-06-2645	10/29/2004	448.32	448.32	Ground Handling
SFO Total				67,967.26	
DEN	I-F-16-4586	10/4/2004	3,559.05	3,559.05	Into Plane
DEN	I-F-16-4672	10/28/2004	3,020.75	3,020.75	Into Plane
DEN Total				6,579.80	
PHL	I-F-18-3272	10/7/2004	10,899.13	10,899.13	Into Plane
PHL	I-F-18-3333	10/28/2004	8,737.64	8,737.64	Into Plane
PHL Total				19,636.77	
SRQ	I-F-22-472	10/1/2004	2,323.22	2,323.22	Into Plane

EXHIBIT 8
Page 3 of 7

ATA Bankruptcy

Airport	Invoice Number	Invoice Date	Original Invoice Amt	Open Balance Amt	
SRQ	I-F-22-482	10/28/2004	3,267.73	3,267.73	Into Plane
SRQ Total				5,590.95	
MCO	I-F-31-4283	2/25/2004	425.00	425.00	Ground Handling
MCO	I-F-31-5183	10/7/2004	808.83	808.83	Into Plane
MCO	I-F-31-5189	10/7/2004	1,136.37	1,136.37	Into Plane
MCO	I-F-31-5228	10/29/2004	1,405.37	1,405.37	Into Plane
MCO	I-F-31-5229	10/29/2004	1,465.04	1,465.04	Into Plane
MCO	I-F-31-5230	10/29/2004	1,879.11	1,879.11	Into Plane
MCO	7-F-31-5546	6/13/2001	(42.00)	(42.00)	Into Plane
MCO	7-F-31-5608	10/6/2001	(2,005.01)	(2,005.01)	Into Plane
MCO Total				5,072.71	
ONT	I-F-42-2082	10/22/2004	280.00	280.00	Ground Handling
ONT	I-F-42-2083	10/22/2004	280.00	280.00	Ground Handling
ONT	I-F-42-2084	10/22/2004	280.00	280.00	Ground Handling
ONT Total				840.00	
CLT	I-F-71-402	10/28/2004	7,724.28	7,724.28	Into Plane
CLT Total				7,724.28	
Various unapplied payments				(90,960.13)	
Total ASII				553,808.09	

EXHIBIT "B"
 Page 4 of 7

ATA Bankruptcy

Airport	Invoice Number	Invoice Date	Original Invoice Amt	Open Balance Amt	
Signature Flight Support Corporation - ATA Airlines					
Airport	Invoice Number	Invoice Date	Original Invoice Amt	Open Balance Amt	
EWR	I-E-01-828	8/22/2002	(336.43)	(336.43)	Ground Handling
EWR	I-E-01-3397	12/3/2003	3,486.00	3,486.00	Ground Handling
EWR	I-E-01-4788	9/10/2004	611.93	611.93	Ground Handling
EWR	I-E-01-4892	10/4/2004	10,428.63	10,428.63	Ground Handling
EWR	I-E-01-4893	10/4/2004	223.77	223.77	Ground Handling
EWR	I-E-01-4902	10/8/2004	13,369.82	13,369.82	Ground Handling
EWR	I-E-01-4903	10/8/2004	666.83	666.83	Ground Handling
EWR	I-E-01-4929	10/13/2004	21,079.37	21,079.37	Ground Handling
EWR	I-E-01-4930	10/13/2004	412.45	412.45	Ground Handling
EWR	I-E-01-4950	10/22/2004	15,787.95	15,787.95	Ground Handling
EWR	I-E-01-4952	10/22/2004	514.56	514.56	Ground Handling
EWR	I-E-01-4991	10/26/2004	14,899.55	14,899.55	Ground Handling
EWR	I-E-01-4993	10/26/2004	362.75	362.75	Ground Handling
EWR	I-E-01-4995	10/28/2004	4,631.44	4,631.44	Ground Handling
EWR	I-E-01-4996	10/28/2004	34.65	34.65	Ground Handling
EWR	I-E-01-4997	10/29/2004	14,550.54	14,550.54	Ground Handling
EWR	I-E-01-4998	10/29/2004	611.93	611.93	Ground Handling
EWR	9-E-01-1438	10/24/2002		(256.16)	Ground Handling
EWR Total				101,079.58	
CLT	I-E-07-4216	10/1/2004	8,748.18	8,748.18	Thrupt Handling Fee
CLT Total				8,748.18	
IND	I-E-26-4153	10/11/2004	725.00	725.00	Ground Handling
IND	I-E-26-4198	10/22/2004	180.20	180.20	De Icing
IND Total				905.20	
JAX	I-P-73-3639	10/18/2004	4,391.50	4,391.50	Ground Handling
JAX Total				4,391.50	
MSP	I-V-51-82198	10/26/2004	1,050.00	1,050.00	Ground Handling
MSP	I-V-51-82226	10/29/2004	443.83	443.83	Contract Fuel
MSP Total				1,493.83	
Various unapplied payments				(80,865.14)	
Total Signature				35,753.15	

EXHIBIT "B"
Page 5 of 7

Chicago Express Bankruptcy

ASII - Chicago Express			Original Invoice Amount	Open Balance Amount	
Airport	Invoice Number	Date			
MDW	I-E-05-3686	8/27/2004	4,481.78	4,481.78	Ground Handling
MDW	I-E-05-3704	9/3/2004	5,945.02	5,945.02	Ground Handling
MDW	I-E-05-3719	9/13/2004	4,443.01	4,443.01	Ground Handling
MDW	I-E-05-3764	9/22/2004	6,193.58	6,193.58	Ground Handling
MDW	I-E-05-3782	9/27/2004	5,746.83	5,746.83	Ground Handling
MDW	I-E-05-3791	9/30/2004	11,961.35	11,961.35	Into Plane
MDW	I-E-05-3820	10/1/2004	5,271.42	5,271.42	Ground Handling
MDW	I-E-05-3821	10/1/2004	11,758.71	11,758.71	Into Plane
MDW	I-E-05-3831	10/12/2004	5,170.76	5,170.76	Ground Handling
MDW	I-E-05-3836	10/15/2004	12,141.48	12,141.48	Into Plane
MDW	I-E-05-3840	10/15/2004	12,186.51	12,186.51	Into Plane
MDW	I-E-05-3861	10/20/2004	3,748.33	3,748.33	Ground Handling
MDW	I-E-05-3879	10/25/2004	5,296.37	5,296.37	Ground Handling
MDW	I-E-05-3885	10/26/2004	12,473.86	12,473.86	Into Plane
MDW	I-E-05-3899	10/28/2004	8,285.89	8,285.89	Into Plane
MDW	I-E-05-3905	10/29/2004	3,209.22	3,209.22	Ground Handling
MKE	I-E-20-9394	10/1/2004	220.00	220.00	Into Plane
MKE	I-E-20-9441	10/13/2004	400.00	400.00	Into Plane
MKE	I-E-20-9515	10/25/2004	500.00	500.00	Into Plane
MKE	I-E-20-9544	10/28/2004	280.00	280.00	Into Plane
	Various unapplied payments			(26,204.04)	
Total ASII claim Chicago Express				93,510.08	

EXHIBIT "B"
Page 6 of 7

Chicago Express Bankruptcy

Signature Flight Support Corporation - Chicago Express					
DSM	I-E-18-12212	10/1/2004	840.00	840.00	Into Plane
DSM	I-E-18-12276	10/8/2004	980.00	980.00	Into Plane
DSM	I-E-18-12313	10/15/2004	1,155.00	1,155.00	Into Plane
DSM	I-E-18-12416	10/25/2004	1,015.00	1,015.00	Into Plane
DSM	I-E-18-12463	10/28/2004	105.00	105.00	Deicing
DSM	I-E-18-12464	10/28/2004	700.00	700.00	Into Plane
DSM	I-E-18-12465	10/28/2004	(105.00)	(105.00)	Into Plane
Total Signature claim Chicago Express				4,690.00	

EXHIBIT "B"
Page 7 of 7



Ground Handling Agreements

AHM 810 (continued)

MAIN AGREEMENT

An Agreement made between:
 having its principal office at:
 hereinafter referred to as 'the Carrier' or 'the Handling Company' as the case may be,
 and:
 having its principal office at:
 hereinafter referred to as 'the Handling Company' or 'the Carrier', as the case may be,
 [the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"]
 WHEREBY THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 PROVISION OF SERVICES

1.1 General

The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

It is not considered necessary or possible to specify every detail of the services it being generally understood what such services comprise and the standards to be attained in their performance.

1.2 Documents for Ground Handling

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

1.3 Scheduled Flights

The Handling Company agrees to provide for the Carrier's Aircraft for flights operating on an agreed schedule at the location(s) mentioned in the Annex(es) B, those services of Annex A as are listed in the Annex B for the respective locations. The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft.

1.4 Extra Flights

The Handling Company will also provide the services to the Carrier's Aircraft for flights in addition to the agreed schedule at the same locations, provided that reasonable prior notice is given and the provision of such additional services will not prejudice commitments already undertaken.

1.5 Priority

In case of multiple handling, priority shall, as far as possible, be given to aircraft operating on schedule.

1.6 Emergency Assistance

In case of emergency, including but not limited to, forced landings, accidents or acts of violence, the Handling Company shall without delay and without waiting for instructions from the Carrier take all reasonable and possible measures to assist passengers and crew and to safeguard and protect from loss or damage baggage, cargo and mail carried in the aircraft.

The Carrier shall reimburse the Handling Company at cost for any extra expenses incurred in rendering such assistance.

1.7 Additional Services

As far as possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions to be agreed between the Parties.

1.8 Other Locations

In case of occasional flights of the Carrier's Aircraft at locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every effort, subject to the means locally available, to furnish necessary services.



Airport Handling Manual

AHM 810 (continued)

ARTICLE 2

FAIR PRACTICES

- 2.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.
- 2.2 Neither Party to this Agreement shall disclose any information contained in Annex(es) B to outside parties without the prior consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

ARTICLE 3

SUBCONTRACTING OF SERVICES

- 3.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors with the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself. Any subcontracting of services will be recorded in the Annex(es) B concerned.
- 3.2 The Carrier shall not appoint any other person, company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, except in such special cases as shall be mutually agreed between the Parties.

ARTICLE 4

CARRIER'S REPRESENTATION

- 4.1 The Carrier may maintain at its own cost, its own representative(s) at the location(s) designated in the Annex(es) B. Such representative(s) and representative(s) of the Carrier's Head Office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not interfere with the furnishing of services by the Handling Company.
- 4.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as "the Supervisor") to supervise the services of the Handling Company at the location(s) designated in Annex(es) B. Such notice shall contain a description of the services to be supervised.
The Supervisor shall have the same authority as defined above in Sub-Article 4.1 for the Carrier's own representative.
- 4.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

ARTICLE 5

STANDARD OF WORK

- 5.1 The Handling Company shall carry out all technical and flight operations services in accordance with the Carrier's instructions, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures.
Other services also having a safety aspect, for example, load control, loading of aircraft and handling of dangerous goods, shall be carried out in accordance with applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 5.2 All other services shall be provided in accordance with standard practices and procedures usually followed by the Handling Company and in accordance with world-wide industry standards. The Handling Company will comply with reasonable requests of the Carrier as long as these do not conflict with the applicable orders and regulations of the appropriate authorities.
- 5.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive treatment not less favourable than that given by the Handling Company to other Carriers or its own comparable operation at the same location.
- 5.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 5.5 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling property.



Ground Handling Agreements

AHM 810 (continued)

- 5.6 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures and the aforementioned request(s) of the Carrier in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 5.7 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 5.8 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 5.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.

ARTICLE 6

REMUNERATION

- 6.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the respective Annex(es) B. The Carrier further agrees to pay the proper charges of the Handling Company and to discharge all additional expenditure incurred for providing the services referred to in Sub-Articles 1.4, 1.6, 1.7 and 1.8.
- 6.2 The charges set out in Annex(es) B do not include:
 - any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.
 - expenses incurred in connection with stopover and transfer passengers and with the handling of passengers for interrupted, delayed or cancelled flights.

Such charges, fees, taxes or other expenses as outlined above shall be borne ultimately by the Carrier;

ARTICLE 7

ACCOUNTING AND SETTLEMENT

- 7.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services of Annex A as listed in Annex(es) B at the rates of charges set out in Annex(es) B.
- 7.2 Settlement shall be effected through the IATA Clearing House unless otherwise agreed in Annex(es) B.

ARTICLE 8

LIABILITY AND INDEMNITY

In this Article, all references to:

- (a) "the Carrier" or "the Handling Company" shall include their employees, servants, agents and subcontractors;
 - (b) "ground support equipment" shall mean all equipment used in the performance of ground handling services included in Annex A, whether fixed or mobile, and
 - (c) "act or omission" shall include negligence.
- 8.1 Except as stated in Sub-Article 8.5, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:
- (a) delay, injury or death of persons carried or to be carried by the Carrier;
 - (b) injury or death of any employee of the Carrier;
 - (c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
 - (d) damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.



Airport Handling Manual

AHM 810 (continued)

PROVIDED THAT all claims or suits arising hereunder shall be dealt with by the Carrier; and

PROVIDED ALSO THAT the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

PROVIDED ALSO THAT where any of the services performed by the Handling Company hereunder relate to the carriage by the Carrier of passengers, baggage or cargo direct to or from a place in the United States of America then if the limitations of liability imposed by Article 22 of the Warsaw Convention would have applied if any such act or omission had been committed by the Carrier but are held by a Court not to be applicable to such act or omission committed by the Handling Company in performing this Agreement then upon such decision of the Court the indemnity of the Carrier to the Handling Company hereunder shall be limited to an amount not exceeding the amount for which the Carrier would have been liable if it had committed such act or omission.

8.2 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

8.3 (a) Notwithstanding the provisions of Sub-Article 8.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

(b) In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

8.4 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

(a) injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

(b) damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

8.5 Notwithstanding Sub-Article 8.1(d), the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent operation of ground support equipment PROVIDED ALWAYS THAT the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft not exceeding the limits stated in Annex(es) B which shall not, in any event, exceed USD 1,500,000 except that loss or damage in respect of any incident below USD 3,000 shall not be indemnified.

For the avoidance of doubt, save as expressly stated, this Sub-Article 8.5 does not affect or prejudice the generality of the provisions of Sub-Article 8.1 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.

ARTICLE 9

ARBITRATION

9.1 Any dispute or claim concerning the scope, meaning, construction or effect of this Agreement or arising therefrom shall be referred to and finally settled by arbitration in accordance with the procedures set forth below and, if necessary, judgement on the award rendered may be entered in any Court having jurisdiction thereof:

(1) If the Parties agree to the appointment of a single arbitrator the arbitral tribunal shall consist of him alone. The arbitrator may be appointed either directly by the Parties or, at their request, by the IATA Director General.

(2) If they do not so agree to the appointment of a single arbitrator, the arbitral tribunal shall consist of three arbitrators appointed as follows:

(a) If only two Parties are involved in the dispute each Party shall appoint one of the three arbitrators. Should either Party fail to appoint his arbitrator such appointment shall be made by the IATA Director General;

(b) if more than two parties are involved in the dispute they shall jointly agree on the appointment of two of the arbitrators. Failing unanimous agreement thereon, such appointment shall be made by the IATA Director General;



Ground Handling Agreements

AHM 810 (continued)

- (c) the two arbitrators appointed in the manner provided above shall appoint the third arbitrator, who shall act as chairman. Should they fail to agree on the appointment of the third arbitrator, such appointment shall be made by the IATA Director General.
- (3) The IATA Director General may, at the request of any Party concerned, fix any time limit he finds appropriate within which the Parties or the arbitrators appointed by the Parties, shall constitute the arbitral tribunal. Upon expiration of this time limit, the IATA Director General shall take the action prescribed in the preceding paragraph to constitute the tribunal.
- (4) When the arbitral tribunal consists of three arbitrators, its decision shall be given by a majority vote.
- (5) The arbitral tribunal shall settle its own procedure and if necessary shall decide the law to be applied. The award shall include a direction concerning allocation of costs and expenses of and incidental to the arbitration (including arbitrator fees).
- (6) The award shall be final and conclusively binding upon the Parties.

ARTICLE 10

STAMP DUTIES, REGISTRATION FEES

- 10.1 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of either Party to this Agreement, are payable by that Party.
- 10.2 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of the location(s), as mentioned in the Annex(es) B and not being a location situated in the country of either Party to this Agreement will be shared equally between the Parties.

ARTICLE 11

DURATION, MODIFICATION AND TERMINATION

- 11.1 This Agreement shall be effective from It shall supersede any previous arrangements between the Parties governing the provision of services at locations for which there are valid Annex(es) B to this Agreement.
- 11.2 Modification of, or additions to this Agreement shall be recorded in Annex(es) B.
- 11.3 Any notice referred to under this Article 11 given by one Party under this Agreement shall be deemed properly given if sent by registered letter to the respective Head Office of the other Party.
- 11.4 This Main Agreement shall continue in force until terminated by either Party giving sixty days prior notice to the other Party.
- 11.5 Termination by either Party of all or any part of the services to be furnished at a specific location requires sixty days prior notice to the other Party. In the event of part termination of services, consideration shall be given to an adjustment of charges.
- 11.6 In the event of the Carrier's or the Handling Company's permit(s) or other authorisation(s) to conduct its air transportation services, or to furnish the services provided for in the Annex(es) B, wholly or in part, being revoked, cancelled, or suspended, that Party shall notify the other Party without delay and either Party may terminate the Agreement or the relevant Annex(es) B at the effective date of such revocation, cancellation or suspension by giving to the other Party notice thereof within twenty-four hours after such event.
- 11.7 Either Party may terminate this Agreement and its Annexes at any time if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganisation or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.
- 11.8 Both Parties shall be exempt from obligation if prompt notification is given by either Party in respect of any failure to perform its obligations under this Agreement arising from any of the following causes:
 - labour disputes involving complete or partial stoppage of work or delay in the performance of work;
 - force majeure or any other cause beyond the control of either Party.
- 11.9 In the event of the Agreement or part thereof being terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to termination.



Airport Handling Manual

AHM 810 (continued)

11.10 The Handling Company shall have the right at any time to vary the charges set out in the Annex(es) B provided, however, that the Handling Company has given notice in writing to the Carrier not less than thirty days prior to the revised charges becoming effective. The notice shall specify the revised charges which the Handling Company proposes to introduce, together with the date on which they are to be brought into effect.

Notwithstanding the foregoing, when schedule changes as mentioned in Sub-Article 1.3 affect the handling costs, the Handling Company shall have the right to adjust the charges as from the date of the schedule change provided that the Handling Company does so within thirty days of the schedule change.

Signed the
at
for and on behalf of
by

Signed the
at
for and on behalf of
by

EXHIBIT "C"
Page 6 of 6