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IATA STANDARD GROUND HANDLING AGREEMENT
STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE
ANNEX B.1.0 - LOCATION(S), AGREED SERVICES AND CHARGES

to the Standard Ground Handling Agreement (SGHA) of April 1988

between: **American Trans Air, Inc.**
having its principal office at: **7337 West Washington Street
Indianapolis, Indiana 46231**

and hereinafter referred to as "the Carrier"

and: **Signature Flight Support Corporation**
having its principal office at: **201 South Orange Avenue
Suite 1100
Orlando, Florida 32801**

and hereinafter referred to as "the Handling Company"

effective from: **January 1, 2002**

This Annex B.1.0 for the location: **Chicago-Midway Airport
Chicago, IL (MDW)**

and hereinafter referred to as "the Airport"

is valid from: **January 1, 2002**

and replaces: **None**

PREAMBLE:

This Annex B.1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of April, 1988 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1 - HANDLING SPECIFICATIONS AND CHARGES

1.1 For a single ground handling consisting of the arrival and subsequent departure of the same aircraft, the Handling Company shall provide the following services of Annex A and other mutually agreed duties at the following rates and conditions:

As stated hereinabove, this Annex B.1.0, between the parties, may include, from time to time, services performed by the Handling Company, upon Carrier's request, to Carrier's subsidiary and/or affiliate company, Chicago Express Airlines, Inc. d/b/a American Trans Air Connection.

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1.1.1 GROUND HANDLING SPECIFICATIONS AND RATES

SECTION 1. REPRESENTATION AND ACCOMMODATION

1.1.2, 1.1.3, 1.1.4.

SECTION 6. RAMP

6.3.2.

Note: 6.3.2. is required by Handling Company for purposes of performing Deicing Services in compliance with Carrier's winter operations procedure. Headset to be provided to the Handling Company by Carrier.

SECTION 7. AIRCRAFT SERVICING (According to Carrier's Instructions)

7.6.2.; 7.6.3.; 7.6.4.; 7.6.5.; 7.6.6.; 7.6.7.

- 1.1.2 The Into-Plane Fueling Services and Deicing Services (collectively, the "Services") provided by the Handling Company shall be performed in a good and workmanlike manner and shall be undertaken by trained and competent personnel employed and directed solely by the Handling Company.
- 1.1.3 Carrier agrees to furnish initial training to Handling Company's personnel in the proper ground handling and reporting procedures adopted by the Carrier. Carrier shall also provide training to Handling Company personnel upon the introduction of new aircraft models or derivatives into scheduled service at the Airport. The Handling Company will have its own qualified trainer(s) to conduct refresher and subsequent training of new staff.
- 1.1.4 The Carrier shall provide flight schedule changes to the Handling Company in writing and with as much advance notice as is possible.
- 1.1.5 For the De-icing Services provided herein, the Handling Company shall charge the Carrier in accordance with the following applicable rates:

<u>Quantity (000's)</u>	<u>Price (US Gallon)</u>
First 24	\$8.80
25-39	\$8.25
40-54	\$7.75
55 and Greater	\$7.50

Plus: Glycol Mix used \$12.00 per Gallon*
 *The price for Glycol is based on current costs. This per gallon price is subject to adjustment to reflect cost changes when they occur.

STANDBY SERVICE: In addition to the per aircraft and per gallon charges above; in the event the Handling Company is notified by Carrier to provide de-icing services to its aircraft, and upon the Handling Company's arrival, de-icing services are not necessary, Carrier will be charged a flat fee of \$150.00 USD per flight for such Standby Service for its winter operations.

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1.1.8 DE-ICING / ANTI-ICING SPECIFICATIONS

- 1.1.8a Each instance that Handling Company is called to Carrier's aircraft will be classified a de-icing event. Each event will be individually charged, consistent with the pricing set forth herein.
- 1.1.8b Consistent with its execution of this Annex B.1.0, Carrier agrees to designate the Handling Company as its primary de-icing / anti-icing vendor at the Airport.
- 1.1.8c The standards, specifications, practices and procedures to be observed by the Handling Company in furnishing de-icing / anti-icing services hereunder (collectively, the "Deicing Services") shall be those as conveyed by the Carrier and approved by the Federal Aviation Administration (FAA) in the de-icing operations chapter of the Carrier's Procedures Manual (hereinafter, the "Manual"). Upon execution of this Annex B.1.0, the Carrier shall furnish Handling Company a current copy of the chapter pertaining to de-icing operations in the Manual and all subsequent revisions adopted, approved and incorporated therein. It is mutually agreed and understood that the Handling Company shall be entitled to rely upon the contents of the Manual's de-icing chapter in its possession as accurate and correct as to the de-icing / anti-icing fluid application procedures to be utilized and govern the performance of the Deicing Services hereunder.
- 1.1.8d Prior to the performance of Deicing Services hereunder, Carrier agrees to furnish and conduct, at its sole cost, such initial, revised and/or recurrent training to Handling Company's applicable Airport employees, consistent with the contents of the de-icing / anti-icing chapter of the Manual. Upon completion of such Carrier de-icing / anti-icing training, Handling Company will forward a listing of all such trained personnel to the Carrier's Airport station manager. Handling Company shall update such training listing as required.
- 1.1.8e HANDLING COMPANY ACKNOWLEDGES THE IMPORTANCE OF PROVIDING PROPER AND TIMELY DEICING SERVICES TO THE CARRIER AS WELL AS THE IMPORTANCE OF CARRIER'S "ON TIME" DEPARTURES. NOTWITHSTANDING THIS REQUIREMENT, HANDLING COMPANY MAKES NO COVENANT, REPRESENTATION, WARRANTY OR GUARANTEE THAT CARRIER'S AIRCRAFT SHALL ADHERE TO SCHEDULED DEPARTURE TIME(S). WITHOUT PREJUDICE TO THE PROVISIONS OF PARAGRAPH 5 and 7, OF THIS ANNEX B.1.0, HANDLING COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY THE CARRIER AS A RESULT OF DELAYS CAUSED BY HANDLING COMPANY'S PERFORMANCE OF THE DEICING SERVICES.
- 1.1.8f Handling Company shall comply with all applicable laws, rules and regulations which govern the Services provided for in this Annex B.1.0. Handling Company shall obtain all licenses, permits and/or authorizations prior to performing the Deicing Services which may be required by the Airport or other governmental authority and shall pay all charges and fees associated therewith.
- 1.1.8g During the term of this Annex B.1.0, an employee or agent of the Carrier shall at all times be in charge of, and maintain custody and control of Carrier's aircraft receiving any of the Services contemplated herein. Under no circumstances shall performance of any of the Services by the Handling Company hereunder be considered or construed as transferring to the Handling Company custody or control of Carrier's aircraft.

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1.1.7. SECTION 8 – FUEL AND OIL

8.1.1.; 8.1.2.; 8.1.3.; 8.1.4.; 8.1.5.; 8.1.6.; 8.1.7.; 8.1.8.; 8.1.9.; 8.1.10.; 8.1.11.; 8.1.12.; 8.2.1.; 8.2.2.; 8.2.3.

1.1.8. Charges for providing Into-Plane Fueling Services will be at the following rate(s):

Into-plane Fueling Rate:	\$0.0275 USD/USG
Thru-Put Fee:	\$0.01 USD/UDG
Defueling Fee:	\$200.00 USD/Event

The above rates for De-icing/Anti-icing and Into-Plane Fueling Services are exclusive of applicable airport fees, concession fees and sales taxes.

1.1.9. FUELING SPECIFICATIONS

1.1.9a The into-plane and related fueling services (collectively hereinafter, the "Services") provided by the Handling Company shall be performed in a good and workmanlike manner and shall be undertaken by trained and competent personnel employed and directed solely by the Handling Company.

1.1.9b The Handling Company shall ensure that an adequate supply of mobile refueling equipment is properly maintained and available at all times to meet the operational requirements of the Carrier.

1.1.9c The Carrier acknowledges and understands that the Handling Company is not the operator of the Airport's Fuel Storage and Distribution System (hereinafter, "System") and under no circumstances shall the Handling Company be held liable for operational and/or maintenance deficiencies of same.

1.1.9d Carrier shall be solely responsible for obtaining Turbine/Jet A Fuel (hereinafter, "Fuel") from a Fuel supplier and making such Fuel available to the Handling Company at the Airport by delivering such Fuel into the System.

1.1.9e Carrier shall be responsible for assuring that Handling Company has satisfactory evidence that such Fuel is available for the Carrier's account in sufficient quantities to adequately service Carrier's aircraft prior to the required deliveries to the Carrier's aircraft.

1.1.9f The selection of Fuel suppliers shall remain the exclusive province of the Carrier at all times, provided Carrier's Fuel supplier is an active inventory-holder/supplier within the System. Carrier shall be responsible for notifying the Handling Company as soon as possible of a Fuel supplier change. Such notification shall be in writing.

1.1.9g The Carrier shall ensure that all Fuel deliveries made to the System conform to meet ASTM D-1655 specifications with latest revisions.

1.1.9h The Carrier shall provide to the Handling Company on up to date approved copy of the Carrier's Fueling Manual. Applicable revisions to the Fueling Manual will be supplied by the Carrier to the Handling Company in a timely manner.

1.1.9i Carrier agrees to furnish, at Carrier's cost, initial training to Handling Company's personnel in the proper fueling and reporting procedures adopted by the Carrier. Carrier

shall also provide training to Handling Company personnel upon the introduction of new aircraft models or derivatives into scheduled service at the Airport.

- 1.1.9) The Carrier shall provide flight schedule changes to the Handling Company in writing a minimum of forty-eight (48) hours in advance of schedule implementation.
- 1.1.9k In the event of emergencies related to the Services furnished herein, including but not limited to Fuel spills, the Handling Company shall without delay and without waiting for instructions from the Carrier undertake all reasonable steps to initiate corrective action consistent with Airport, Local, State and Federal regulations. In such event, Carrier agrees to compensate Handling Company its reasonable charges for services rendered in accordance with the provisions of Paragraph 3 when determined that such emergency situation was initiated by Carrier's negligent acts or omissions.
- 1.1.9l Any unanticipated costs incurred by the Handling Company as a direct result of defueling Carrier's aircraft including, but not limited to, disposal of contaminated Fuel and filter changes to Handling Company's equipment, shall be invoiced to Carrier (or Carrier's designated Fuel supplier) at actual Handling Company cost plus an administrative fee of ten percent (10%). Storage of Carrier's defueled Fuel for more than eight (8) hours by the Handling Company will be charged at \$175.00 USD per hour.
- 1.1.9m Carrier expressly agrees that during the term of this Agreement, an employee or agent of the Carrier shall at all times be in charge of and have custody and control of the aircraft being serviced by the Handling Company. At no time shall the Handling Company be considered a bailee of or in custody or control of any Carrier aircraft.
- 1.1.9n When the Handling Company is charged by law or contract with the collection of same, the Carrier agrees to remit to the Handling Company all applicable Airport usage and facilities fees as well as all other fees imposed on Carrier's aircraft by the governing agency of the Airport. When applicable, such fees will be forwarded to the Handling Company in advance.
- 1.1.9o All charges set forth in Paragraph 1 are exclusive of applicable Airport concession fees and State and Federal taxes.
- 1.2 Ground Handling Services required in case of technical landing for other than commercial purposes will be charged at fifty percent (50%) of the applicable rates set forth in Sub-Paragraph 1.1.5 herein, provided that a change of load is not involved.
- 1.3 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not required.
- 1.4 Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with Sub-Paragraph 1.2 of this Annex B.1.0.
- 1.5 No extra charges will be made for providing the Services at night, on legal holidays or for peak or off peak periods, weekends, provided the Carrier adheres to the operational parameters set forth in Sub-Paragraph 2.3 of this Annex B.1.0.
- 1.6 In the event of emergencies related to the Services furnished herein, the Handling Company shall without delay and without waiting for instructions from the Carrier undertake all reasonable steps to initiate corrective action consistent with Airport, Local, State and Federal regulations. In such event, Carrier agrees to compensate Handling Company its reasonable charges for services rendered in accordance with the provisions

of Paragraph 3 when determined that such emergency situation was initiated by Carrier's acts or omissions,

- 1.7 When the Handling Company is charged by law or contract with the collection of same, the Carrier agrees to remit to the Handling Company all applicable Airport usage and facilities fees as well as all other fees imposed on Carrier's aircraft by the governing agency of the Airport. Such fees will be forwarded to the Handling Company in advance when applicable to special situations such as, but not limited to, gate fines, U.S. Customs or U.S. Immigration fines, rent and utilities.

PARAGRAPH 2 - ADDITIONAL CHARGES

- 2.1 All services not included in Paragraph 1 or Paragraph 2 of this Annex B.1.0 will be charged for at Handling Company's prevailing Airport rates.

PARAGRAPH 3 - DISBURSEMENTS

- 3.1 The handling charges set forth in this Annex B.1.0 do not include disbursements, including, but not limited to, additional SITA addresses requested by the Carrier, where applicable, which may arise to the Handling Company in connection with its furnishing of the Services or the performance of other services provided to the Carrier including, but not limited to, ad-hoc request items. The Carrier shall reimburse the Handling Company for such expenses incurred at Handling Company's cost plus an administrative fee of ten percent (10%). The Handling Company shall substantiate any and all claims for disbursement payments pursuant to this provision by furnishing the Carrier with adequate supporting documentation.

PARAGRAPH 4 - AREA OF RESPONSIBILITY

- 4.1 In the absence of technical instructions from the Carrier, the Handling Company shall promptly seek such technical instructions from the Carrier and shall take no action pending receipt of such technical instructions.
- 4.2 The Handling Company will not be held responsible for any flight delay resulting from a lack of technical instructions from the Carrier.
- 4.3 It is mutually agreed and understood that the responsibility for ensuring the terms and conditions in this Agreement are acceptable to the appropriate authorities resides with the Carrier.
- 4.4 The Carrier expressly acknowledges and agrees that under no circumstances shall the Handling Company assume responsibility for the airworthiness of the Carrier's aircraft receiving Services and/or Deicing Services under the terms of this Annex B.1.0.

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PARAGRAPH 5- LIMIT OF LIABILITY

6.1 Notwithstanding the limit of liability provision set forth in Article 8, Sub-Article 8.5 of the Main Agreement, the parties mutually agree to the following damage limitations, per incident. The limitation of liability shown below shall be in accordance with Carrier's current fleet of aircraft in which the Handling Company, where applicable, provides service to Carrier:

<u>Aircraft Type</u>	<u>Limit (per incident, in the aggregate, where applicable)</u>
Saab 340B	\$50,000.00 USD
B727	\$550,000.00 USD
B737	\$750,000.00 USD
B757	\$1,000,000.00 USD
L1011	\$1,000,000.00 USD

PARAGRAPH 6 - SETTLEMENT

6.1 Notwithstanding Sub-Articles 7.1 and 7.2 of the Main Agreement, settlement of account shall be effected by the Handling Company forwarding a weekly invoice to the Carrier's local representative at the Airport. Carrier shall make payment net thirty (30) days from receipt of invoice to Handling Company's Airport office. All payments shall be made in U.S. Dollars.

6.2 In the event invoices are not paid by the Carrier as set forth in Sub-Paragraph 6.1, the Handling Company reserves the right to impose a late fee of one and one-half percent (1.5%) per month which shall be added to the amount due and owing to the Handling Company. The implementation of a late fee shall not be construed as an election of remedies by the Handling Company and shall in no way diminish, restrict, prejudice or otherwise waive Handling Company's rights to the full extent permitted by applicable law.

6.3 If Handling Company determines in its reasonable judgment that Carrier's credit worthiness is adversely changing, then Handling Company, upon three (3) business days prior written notice to Carrier, shall have the right to request a change in the payment terms governing this Agreement. If Carrier and Handling Company cannot reach agreement on revised payment terms within three (3) calendar days thereafter, then Handling Company shall have the option of terminating this Agreement with immediate effect.

6.4 In the event of Carrier default or bankruptcy as provided for in Sub-Article 11.7 of the Main Agreement, Carrier agrees to authorize a seizure of any portion of its Fuel stored with the System, which is accessible to the Handling Company, to satisfy any or all of its accrued obligations in respect to the Services provided by the Handling Company's rights to the full extent permitted by applicable law.

6.5 The rates set forth in Paragraph 1 herein are plus all applicable airport fees, concessionaire fees and sales taxes.

PARAGRAPH 7 - SPECIAL INDEMNIFICATION (WAR RISK COVERAGE)

7.1 Carrier shall release, indemnify, defend and hold harmless Handling Company, its subsidiaries, affiliates and parent corporation, and their respective directors, officers, employees and agents (collectively, the "Indemnified Parties" or individually as an

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"Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees (herein "Claims"), which in any way arise out of or result from the performance of the services under this Agreement with respect to flights and passengers of Carrier, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of Carrier, and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances, but in all cases only (i) to the extent that such Claims are not covered by other Handling Company's insurance; and (ii) to the extent that such Claims are "war risk" claims, that is, Claims of the type that are covered by endorsement AVN-52D to the standard form of Aviation Liability Policy; and (iii) to the extent of the amount of coverage provided by Carrier's war risk coverage under its Aviation Liability Policy, extended coverage endorsement AVN-52D, and/or the coverage acquired from the U.S. Government under 49 U.S.C. Ch. 443 (as amended by the Air Transportation System Stabilization Act) in effect on the date of the covered event. Carrier's indemnification obligations hereunder shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) or, or was caused in part by, an Indemnified Party. Carrier's indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Carrier under Workers' Compensation Acts, disability benefits acts or other employee benefit laws or regulations. The indemnification obligations of this Agreement shall survive termination or expiration of this Agreement to the extent the applicable Claims arose during the term of this Agreement.

- 7.2 This Agreement supersedes any conflicting provision in any existing contracts between the parties.
- 7.3 Carrier, to the extent permitted by its current Aviation Liability Policy and any insurance provided by the U.S. Government under Ch. 443 shall name Handling Company as an additional insured under Carrier's Aviation Liability Policy only with respect to coverage provided under extended coverage endorsement AVN-52D (war liabilities) and any insurance provided by the U.S. Government under Ch. 443, to the extent of Carrier's indemnification obligations hereunder and shall contain a standard cross-liability or severability of interests clause or endorsement such that the interests of additional insureds may be asserted against the initial name insured. Notwithstanding anything to the contrary contained in this Agreement, Handling Company shall not be obligated to indemnify Carrier against any Claims with respect to flights or passengers of Carrier arising from risks that are covered under the standard Aviation Liability Policy, extended coverage endorsement AVN-52D (war liabilities).

PARAGRAPH 8 - SUPERVISION AND ADMINISTRATION

- 8.1 The services of Annex A, Section 13, covered by Sub-Paragraph 1.1 of this Annex B.1.0, refer only to the following services of Annex A which are performed for the Carrier by other organization(s) under cover of separate agreement(s): NONE.

PARAGRAPH 9 - NOTICES

- 9.1 Notwithstanding Article 11.3 of the Main Agreement, all notices to be given hereunder by either party shall be in writing and sent by certified mail, return receipt requested, or by facsimile, confirmation of receipt required by the sending party, to the other (and the date of any notice by certified mail or facsimile shall be deemed to be the date of registration

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and/or transmission thereof respectively), delivered and addressed to the parties as follows:

A) In the case of the Handling Company to:
Signature Flight Support Corporation
Attention: Director of Contracts
201 South Orange Avenue, Suite 1100
Orlando, Florida 32801
Facsimile: (407) 648-7352

and

Signature Flight Support Corporation
Attention: Area General Manager
Chicago-Midway Airport
5821 S. Central Avenue
Chicago, IL 60638
Facsimile: (773) 787-8897

B) In the case of the Carrier to:
American Trans Air, Inc.
7337 West Washington Street
Indianapolis, Indiana 46231
Attention: President
Facsimile: (317) 240-7001

PARAGRAPH 10 - GOVERNING LAW

10.1 Notwithstanding the provisions of Article 9 of the Main Agreement, this Annex B.1.0 shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

PARAGRAPH 11- TERM / TERMINATION

11.1. Notwithstanding Sub-Articles 11.4 and 11.5 of the Main Agreement, the Main Agreement and the Services to be furnished pursuant to this Annex B.1.0 shall become effective January 1, 2002 and shall continue in full force and effect, unless earlier terminated by either party, without cause, on not less than sixty (60) days prior written notice to the other party or until otherwise terminated or amended pursuant to the terms and conditions of the Main Agreement and/or this Annex B.1.0. Except for rates charged to Carrier for Deicing Services performed, which are subject to seasonal adjustment, the rates contained herein shall be firm for one (1) year from the date of this Agreement. However, should there be a change in the Carrier's requirements or a local government mandate (including the Airport Authority) that would materially affect the Handling Company's cost structure, the Handling Company will have the right to adjust its rates. The Handling Company shall provide proper justification for the rate change. Both parties, prior to inception shall mutually agree upon any change in rate.

PARAGRAPH 12- INDEPENDENT CONTRACTOR

12.1 The relationship between Carrier and Handling Company shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either party, irrespective of the type of uniform worn, be held or construed to be employees or agents of the other. All persons performing work hereunder and the manner and details of performance thereof shall be under the exclusive control of the Handling Company and Handling Company shall have the sole right to direct such persons.

PARAGRAPH 13 - ASSIGNMENT

13.1 This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto, their respective successors and assigns, but may not be voluntarily assigned wholly or in part by either party without prior written consent of the other party which consent shall not be unreasonably withheld. Any attempted assignment of this Agreement in violation of the foregoing stipulation shall be deemed null and void. Such consent shall not be required, however, in the case of an assignment to an affiliate, subsidiary, successor entity resulting from merger or consolidation with a parent corporation.

PARAGRAPH 14- DISPUTE RESOLUTION

14.1 Article 9 of the Main Agreement is hereby deleted in total and replaced with the following:

14.2 Negotiation. Handling Company and Carrier agree to negotiate in good faith, for a period of thirty (30) days from the date of notice, all disputes between them before exercising their dispute resolution rights under this Annex B.1.0.

14.3 Mediation. Handling Company and Carrier agree to submit, prior to arbitration, all unsettled claims, disputes, and other matters in question between them arising out of or relating to this Annex B.1.0 or the breach thereof ("Disputes") to mediation under the auspices of the American Arbitration Association (AAA). Demand for mediation shall be made within a reasonable time after cessation of negotiations. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such Dispute would be barred by the applicable statute of limitations.

14.3 (a) Withdrawal; Fees; Disqualification. Mediation shall be private, voluntary and non-binding. Any party may withdraw from the mediation at any time before signing a settlement agreement upon written notice of each other party and to the mediator. The mediator shall be neutral and impartial. The mediator's fees shall be shared equally by the parties. The mediator shall be disqualified as a witness, consultant, expert or counsel for either party with respect to the matters in Dispute and any related matters.

14.3(b) Confidentiality. Unless the parties agree otherwise, the entire mediation process shall be confidential and without prejudice. The parties and the mediator shall not disclose any information, documents, statements, positions, or terms of settlement. Nothing said or done or provided by the parties in the course of mediation shall be reported or recorded or, except as ordered by a court of competent jurisdiction, placed in any legal proceeding or construed for any purpose as an admission against interest. Nevertheless, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in mediation.

14.4 Arbitration. All disputes which are not resolved by mediation shall be subject to and decided exclusively by arbitration in accordance with the Commercial Arbitration Rules of the AAA currently in effect. Demand for arbitration shall be filed with the other party to this Annex B.1.0 and with the AAA. In no event shall a demand for arbitration be made after the date when legal or equitable proceedings based upon such Dispute would be barred by the applicable statute of limitations.

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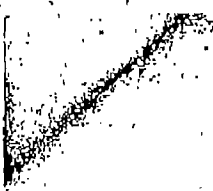
- 14.5 Injunctive Relief Pending Arbitration. The parties agree that each party has an interest in the confidentiality of its internal affairs and has an interest in and obligation to maintain the confidences of its clients. Nothing in this Section shall affect the party's agreement that remedies at law may be adequate to protect the status quo pending appointment of the arbitrator(s) or to protect against irreparable harm or to protect against disclosure of confidential information or client confidences. Each party shall be entitled to injunctive relief by the United States District Court having jurisdiction over the Handling Company facility, against any action of a party which threatens irreparable harm, threatens the status quo, or which may constitute a breach of the confidentiality requirements agreed to herein or imposed by law. It is understood that such injunctive relief is intended as a provisional remedy pending arbitration, and that recourse to injunctive relief shall not constitute a waiver of the right to arbitrate.
- 14.6 Hearing Local: Enforceability. Any arbitration hearing conducted pursuant this Annex B.1.0 shall be held in Orlando, Florida. The arbitrator(s) shall issue a written statement specifying the reasons for the award, which shall be final and binding on both parties and in such format that judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 14.7 Limitation on Arbitrator(s). The arbitrator(s) (i) shall have the authority to award injunction relief or to direct specific performance, if warranted and (ii) shall not have the authority to award punitive damages.
- 14.8 Arbitration Fees. Each party shall bear its own attorneys fees, witness fees and other costs in preparing and presenting its position at arbitration. The fee of the arbitrator, however, shall be borne and paid by the party not substantially prevailing in the matter arbitrated, as specifically so determined by the arbitrator.
- 14.9 THE PARTIES STIPULATE THAT TRIAL BY JURY IS WAIVED.

PARAGRAPH 15- APPLICABILITY OF AGREEMENT TO OPERATIONS OF SUBSERVICE AND SUBSTITUTE CARRIERS

- 15.1 It is expressly agreed and understood between the Carrier and the Handling Company that to the extent the Handling Company provides Services to any air carrier operator which is engaged by the Carrier from time to time in a subservice or substitute capacity (collectively, "the Subservice Carriers") under the terms of this Annex B.1.0, the operations of the Subservice Carriers shall be construed and interpreted as the operations of the Carrier to the extent Services are provided. Consequently, the terms and conditions of this Annex B.1.0 as entered into between the Carrier and the Handling Company including, but not limited to, those incorporated Main Agreement articles and provisions which reference indemnification and liability, shall be deemed applicable and binding with equal force to the Handling Company's performance, obligations and liabilities for Services provided to any Subservice Carrier. Carrier expressly accepts the provisions of this Paragraph on behalf of any and all Subservice Carriers it may engage in accordance with the terms of this Annex B.1.0 and the Main Agreement.
- 15.2 For purposes of this Agreement and this Paragraph, "Subservice or Substitute Carriers" shall include any individual or entity engaged, employed, contracted or permitted by the Carrier to operate any: (a) route committed, authorized, assigned or otherwise undertaken on behalf of the Carrier; and/or (b) aircraft leased to the Carrier, including "wet leases" and/or ACMI lease agreements; and/or (c) aircraft leased by the Carrier; and/or (d) an aircraft or flight held out or represented to the public or customers as an aircraft or flight of the Carrier. "Subservice or Substitute Carriers" shall further include any person or entity associated with the Carrier where it and the Carrier either jointly or severally obtain specially negotiated rates, fees and/or discounts for services or products

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from the Handling Company and/or third parties, including, but not limited to, services or products relating to into-plane fueling and ground handling.

Signed the _____ day of _____, 2002 Signed the _____ day of _____, 2002

At

at Orlando, Florida

For and on behalf of:

for and on behalf of:

American Trans Air, Inc.

Signature Flight Support Corporation

By: _____
Printed Name: _____
Title: _____

By: [Signature]
Printed Name: Keith P. Ryan
Title: President + CEO

APPROVED AS TO FORM:

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- 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.A, 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 8.3, 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.

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