

SCHEDULE D-1

TO THE AIRLINE INTO PLANE FUELING AGREEMENT DATED AUGUST 1, 1994

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| BETWEEN | <u>AMERICAN TRANS AIR, INC.</u> (THE "AIRLINE") |
| AND | <u>GLOBEGROUND NORTH AMERICA LLC</u> Formerly known as Hudson General LLC ("GLOBEGROUND") |
| FROM | <u>NOVEMBER 16, 2003</u> |
| REPLACING | <u>SCHEDULE D DATED NOVEMBER 16, 2001</u> |
| AIRPORT | <u>MIAMI INTERNATIONAL AIRPORT</u> ("AIRPORT") |

I. Services

1. Receipt of Aviation Fuel.

1.1 GlobeGround shall receive for Airline from the bulk storage plant at the Airport (the "Tank Farm") such aviation fuel as is specified in Part II of this Schedule. It is agreed and understood that by accepting receipt of the aviation fuel on behalf of Airline, GlobeGround shall not be responsible for payment of the cost of such fuel or any other costs or expenses.

1.2 GlobeGround may commingle Airline's aviation fuel with other aviation fuel of like type, grade and specification.

1.3 GlobeGround shall have the right to reject any aviation fuel which does not meet proper specifications or which it believes is in any way contaminated. Airline shall defend, indemnify and hold GlobeGround harmless from and against all claims, liabilities, damages, losses, and judgments, costs and expenses (including reasonable attorneys' fees and expenses) which may be suffered by, accrued against, charged to, or recoverable from GlobeGround by reason of the rejection of any aviation fuel delivered for the account of Airline.

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2. Into Plane Delivery by GlobeGround.

GlobeGround shall, in accordance with Airline's instructions, transfer the fuel received from the Tank Farm to fueling equipment and from such fueling equipment into the aircraft of Airline at the Airport. GlobeGround shall accurately meter the fuel delivered by GlobeGround to Airline.

3. Defueling of Aircraft by GlobeGround.

GlobeGround shall, from time to time and in accordance with Airline's instructions, defuel Airline's aircraft at the Airport.

4. Reports by GlobeGround.

4.1 Promptly after each into plane delivery by GlobeGround, GlobeGround shall complete and present to Airline a dispensing ticket showing the type, grade and quantity in gross gallons of aviation fuel delivered and the date of each delivery.

4.2 Promptly after each defueling by GlobeGround, GlobeGround shall complete and present to Airline a defueling ticket showing the type, grade and quantity in gross gallons of aviation fuel so defueled and the date of each defueling.

4.3 Monthly, GlobeGround shall furnish Airline with an inventory statement showing (i) the amount of fuel dispensed into GlobeGround's fueling equipment by the Tank Farm operator to the account of Airline; (ii) the amount of fuel boarded Airline's Aircraft; and (iii) Airline's month-end inventory in GlobeGround's fueling equipment (the difference between (i) and (ii)).

5. GlobeGround's hours of operation at the Airport are twenty-four (24) hours.

II. Type of Aviation Fuel.

Jet A

SCHEDULE D-1**III. Airline's Warranty.**

Airline warrants that all aviation fuels delivered to GlobeGround from the Tank Farm shall meet Spec. ASTM-D1655 latest revision, and that all such fuels at the time of delivery shall be uncontaminated as to purity. Airline agrees to defend, indemnify and hold GlobeGround harmless from and against all claims, liabilities, damages, losses and judgments, fees and expenses (including reasonable attorneys' fees and expenses) which may be suffered by, accrued against, charged to or recoverable from GlobeGround in the event any deliveries to GlobeGround shall not conform to such specification or shall be contaminated.

IV. Compensation & Billing Procedures.**A. Fees:****Into Plane**

Via Hydrant U.S.\$0.0081 per U.S. gallon

Via Tanker U.S.\$0.0155 per U.S. gallon

Defuel

U.S.\$0.15 per U.S. gallon

Minimum charge of U.S.\$150.00 per service

B. Approximate annual gallonage: 4,500,000

Approximate annual flights: 1,460

Aircraft Type: B.727, B.757

It is understood that GlobeGround has agreed to charge, and Airline has agreed to pay the aforementioned fees, based on the approximate annual frequency of flights and approximate annual gallonage set forth herein.

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During the term of this Agreement, either party may request a price adjustment in the event Airline alters the flight schedule by dramatically adding or deleting flights, changing the arrival/departure times or changing the aircraft type, which affects the complement of fueling equipment and manpower needed to perform the Services. In such event, negotiations will be conducted in good faith and any resulting changes shall be applied prospectively unless otherwise agreed to by both parties.

C. Fuel Spills.

In the event of a fuel spill attributable to Airline for which GlobeGround performs clean up services, Airline will be charged U.S.\$35.00 per manhour (one [1] manhour minimum), plus the replacement cost of clean up materials used. In addition, disposal of contaminated fuel and material shall be recharged to Airline at cost plus an administrative fee of ten percent (10%).

There will be no charge to Airline for the clean up of fuel spills caused by the negligence of GlobeGround.

D. Terms of Payment:

Net upon receipt of invoice.

V. Term.

The term of this Agreement shall be three (3) years commencing November 16, 2003 through November 16, 2006.

VI. Variation of Charges.

Except as otherwise provided for in this Schedule D-1, the into-plane fees set forth in Section IV are firm through November 15, 2004.

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For each of the contract years commencing November 16, 2004 and November 16, 2005, respectively, the into-plane fees in effect during the previous contract year shall increase by the percentage change in the Consumer Price Index – All Urban Consumers (CPI-U), for the Miami area, for the year ended August of the immediately preceding contract year.

VII. Mandated Wage Rate and Tax Laws.

Airline agrees that, in the event GlobeGround becomes subject to any mandated Federal, State or Local laws and taxes related to the wages or taxes paid in the employment of its personnel, and such laws cause a substantial and justifiable increase to GlobeGround's cost of performing its services to Airline, then Airline agrees to enter into a good faith negotiation with GlobeGround for an adjustment in GlobeGround's charges, as set forth in this Agreement. Such negotiation will be based on recovery of GlobeGround's costs of such wage and tax adjustments.

VIII. Miscellaneous.

Airline acknowledges that effective July 1, 2001, Hudson General LLC changed its name to GlobeGround North America LLC to reflect our association with the GlobeGround network of companies. As the corporate entity remained otherwise unchanged, all rights and obligations under the Agreement were likewise unaffected by this name change.

On behalf of
AMERICAN TRANS AIR, INC.

On behalf of
GLOBEGROUND NORTH AMERICA LLC
Formerly known as Hudson General LLC

By: _____

By: _____
Frederick C. Knapp, Jr.

Title: _____

Title: Vice President – Fuel Services

Date: _____

Date: _____