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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2014

Commission file number 000-50368

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(Exact name of registrant as specified in its charter)

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**Delaware  
(State of Incorporation)**

**26-1631624  
(I.R.S. Employer Identification No.)**

**145 Hunter Drive, Wilmington, OH 45177**  
(Address of principal executive offices)

**937-382-5591**  
(Registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES  NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulations S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES  NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). YES  NO

As of August 5, 2014, 64,939,895 shares of the registrant's common stock, par value \$0.01, were outstanding.

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**AIR TRANSPORT SERVICES GROUP, INC. AND SUBSIDIARIES**  
**FORM 10-Q**

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## **FILINGS WITH THE SECURITIES AND EXCHANGE COMMISSION**

The financial information, including the financial statements, included on this Quarterly Report on Form 10-Q should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, filed with the Securities and Exchange Commission on March 10, 2014.

The Securities and Exchange Commission maintains an Internet site that contains reports, proxy and information statements and other information regarding Air Transport Services Group, Inc. at [www.sec.gov](http://www.sec.gov). Additionally, our filings with the Securities and Exchange Commission, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports, are available free of charge from our website at [www.atsginc.com](http://www.atsginc.com) as soon as reasonably practicable after filing with the SEC.

## **FORWARD LOOKING STATEMENTS**

Statements contained in this Quarterly Report on Form 10-Q that are not historical facts are considered forward-looking statements (as that term is defined in the Private Securities Litigation Reform Act of 1995). Words such as "projects," "believes," "anticipates," "will," "estimates," "plans," "expects," "intends" and similar words and expressions are intended to identify forward-looking statements. These forward-looking statements are based on expectations, estimates and projections as of the date of this filing, and involve risks and uncertainties that are inherently difficult to predict. Actual results may differ materially from those expressed in the forward-looking statements for any number of reasons, including those described in this report and in our 2013 Annual Report filed on Form 10-K with the Securities and Exchange Commission.

**PART I. FINANCIAL INFORMATION**

*Item 1. Financial Statements*

**AIR TRANSPORT SERVICES GROUP, INC. AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS**  
(In thousands, except per share data)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2014	2013	2014	2013
REVENUES	\$ 149,618	\$ 138,904	\$ 293,211	\$ 282,183
OPERATING EXPENSES				
Salaries, wages and benefits	40,895	41,964	83,960	85,273
Maintenance, materials and repairs	23,168	25,005	48,047	47,139
Depreciation and amortization	27,142	21,765	52,121	42,685
Fuel	14,014	12,440	26,274	26,801
Rent	6,924	6,791	14,234	13,570
Travel	4,419	4,772	8,992	9,499
Landing and ramp	2,576	1,972	5,314	6,037
Insurance	1,573	1,396	2,778	2,907
Other operating expenses	10,790	8,630	19,538	17,690
	<u>131,501</u>	<u>124,735</u>	<u>261,258</u>	<u>251,601</u>
OPERATING INCOME	18,117	14,169	31,953	30,582
OTHER INCOME (EXPENSE)				
Interest income	24	18	43	39
Interest expense	(3,481)	(3,554)	(7,304)	(6,686)
Net gain on derivative instruments	31	452	330	742
	<u>(3,426)</u>	<u>(3,084)</u>	<u>(6,931)</u>	<u>(5,905)</u>
EARNINGS FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	14,691	11,085	25,022	24,677
INCOME TAX EXPENSE	(5,393)	(4,170)	(9,202)	(9,261)
EARNINGS FROM CONTINUING OPERATIONS	9,298	6,915	15,820	15,416
EARNINGS (LOSS) FROM DISCONTINUED OPERATIONS, NET OF TAXES	211	(1)	422	(2)
NET EARNINGS	<u>\$ 9,509</u>	<u>\$ 6,914</u>	<u>\$ 16,242</u>	<u>\$ 15,414</u>
BASIC EARNINGS PER SHARE				
Continuing operations	\$ 0.14	\$ 0.11	\$ 0.25	\$ 0.24
Discontinued operations	0.01	—	—	—
TOTAL BASIC EARNINGS PER SHARE	<u>\$ 0.15</u>	<u>\$ 0.11</u>	<u>\$ 0.25</u>	<u>\$ 0.24</u>
DILUTED EARNINGS PER SHARE				
Continuing operations	\$ 0.14	\$ 0.11	\$ 0.24	\$ 0.24
Discontinued operations	0.01	—	0.01	—
TOTAL DILUTED EARNINGS PER SHARE	<u>\$ 0.15</u>	<u>\$ 0.11</u>	<u>\$ 0.25</u>	<u>\$ 0.24</u>
WEIGHTED AVERAGE SHARES				
Basic	64,285	64,050	64,217	63,931
Diluted	<u>65,207</u>	<u>64,859</u>	<u>65,174</u>	<u>64,692</u>

See notes to condensed consolidated financial statements.

**AIR TRANSPORT SERVICES GROUP, INC. AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In thousands)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2014	2013	2014	2013
NET EARNINGS	\$ 9,509	\$ 6,914	\$ 16,242	\$ 15,414
OTHER COMPREHENSIVE INCOME (LOSS):				
Defined Benefit Pension	—	1,958	(1)	3,916
Defined Benefit Post-Retirement	(504)	(834)	(1,008)	(1,668)
Gains and Losses on Derivatives	(7)	(8)	(14)	(16)
TOTAL COMPREHENSIVE INCOME, net of tax	<u>\$ 8,998</u>	<u>\$ 8,030</u>	<u>\$ 15,219</u>	<u>\$ 17,646</u>

See notes to condensed consolidated financial statements.

**AIR TRANSPORT SERVICES GROUP, INC. AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS**  
(In thousands, except share data)

	June 30, 2014	December 31, 2013
<b>ASSETS</b>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 23,763	\$ 31,699
Accounts receivable, net of allowance of \$863 in 2014 and \$717 in 2013	57,126	52,247
Inventory	9,777	9,050
Prepaid supplies and other	12,810	9,730
Deferred income taxes	13,957	13,957
Aircraft and engines held for sale	1,015	2,995
<b>TOTAL CURRENT ASSETS</b>	<b>118,448</b>	<b>119,678</b>
Property and equipment, net	809,810	838,172
Other assets	38,214	21,143
Pension assets, net of obligations	18,862	14,855
Intangibles	4,755	4,896
Goodwill	34,395	34,395
<b>TOTAL ASSETS</b>	<b>\$ 1,024,484</b>	<b>\$ 1,033,139</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
CURRENT LIABILITIES:		
Accounts payable	\$ 33,971	\$ 34,818
Accrued salaries, wages and benefits	21,061	23,163
Accrued expenses	10,121	9,695
Current portion of debt obligations	24,027	23,721
Unearned revenue	9,487	8,733
<b>TOTAL CURRENT LIABILITIES</b>	<b>98,667</b>	<b>100,130</b>
Long term debt	328,103	360,794
Post-retirement obligations	29,985	30,638
Other liabilities	64,134	62,740
Deferred income taxes	118,335	109,869
<b>TOTAL LIABILITIES</b>	<b>639,224</b>	<b>664,171</b>
Commitments and contingencies (Note G)		
STOCKHOLDERS' EQUITY:		
Preferred stock, 20,000,000 shares authorized, including 75,000 Series A Junior Participating Preferred Stock	—	—
Common stock, par value \$0.01 per share; 75,000,000 shares authorized; 64,939,895 and 64,618,305 shares issued and outstanding in 2014 and 2013, respectively	649	646
Additional paid-in capital	526,023	524,953
Accumulated deficit	(110,571)	(126,813)
Accumulated other comprehensive loss	(30,841)	(29,818)
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>385,260</b>	<b>368,968</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 1,024,484</b>	<b>\$ 1,033,139</b>

See notes to condensed consolidated financial statements.

**AIR TRANSPORT SERVICES GROUP, INC. AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Six Months Ended	
	June 30,	
	2014	2013
<b>OPERATING ACTIVITIES:</b>		
Net earnings from continuing operations	\$ 15,820	\$ 15,416
Net earnings (loss) from discontinued operations	422	(2)
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	52,121	42,685
Pension and post-retirement	(1,585)	3,530
Deferred income taxes	9,047	9,111
Amortization of stock-based compensation	1,286	1,275
Amortization of DHL promissory note	(3,100)	(3,100)
Net gain on derivative instruments	(330)	(742)
Changes in assets and liabilities:		
Accounts receivable	(4,619)	4,023
Inventory and prepaid supplies	(3,713)	1,689
Accounts payable	(976)	(2,243)
Unearned revenue	(2,334)	(3,079)
Accrued expenses, salaries, wages, benefits and other liabilities	96	(2,964)
Pension and post-retirement assets	(4,660)	(15,239)
Other	(2,041)	(2,329)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>55,434</u>	<u>48,031</u>
<b>INVESTING ACTIVITIES:</b>		
Capital expenditures	(23,508)	(72,841)
Proceeds from property and equipment	1,404	1,310
Investment in nonconsolidated affiliate	(15,000)	—
NET CASH (USED IN) INVESTING ACTIVITIES	<u>(37,104)</u>	<u>(71,531)</u>
<b>FINANCING ACTIVITIES:</b>		
Principal payments on long term obligations	(44,285)	(32,625)
Proceeds from borrowings	15,000	60,000
Reimbursement of hanger construction costs	3,019	1,615
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>(26,266)</u>	<u>28,990</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(7,936)	5,490
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	31,699	15,442
<b>CASH AND CASH EQUIVALENTS AT END OF PERIOD</b>	<u>\$ 23,763</u>	<u>\$ 20,932</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>		
Interest paid, net of amount capitalized	\$ 7,118	\$ 6,417
Federal alternative minimum and state income taxes paid	\$ 565	\$ 666
<b>SUPPLEMENTAL NON-CASH INFORMATION:</b>		
Debt extinguished	\$ 3,100	\$ 3,100
Accrued capital expenditures	\$ 1,184	\$ 9,947

See notes to condensed consolidated financial statements.

**AIR TRANSPORT SERVICES GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE A—SUMMARY OF FINANCIAL STATEMENT PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Air Transport Services Group, Inc. is a holding company whose principal subsidiaries include an aircraft leasing company and two independently certificated airlines. The Company provides airline operations, aircraft leases, aircraft maintenance and other support services primarily to the cargo transportation and package delivery industries. Through the Company's subsidiaries, it offers a range of complementary services to delivery companies, freight forwarders, airlines and government customers.

The airlines, ABX Air, Inc. ("ABX") and Air Transport International, Inc. ("ATI"), each have the authority, through their separate U.S. Department of Transportation ("DOT") and Federal Aviation Administration ("FAA") certificates, to transport cargo worldwide. The Company's leasing subsidiary, Cargo Aircraft Management, Inc. ("CAM"), leases aircraft to each of the Company's airlines as well as to non-affiliated airlines and other lessees.

The Company provides aircraft and airline operations to its customers, typically under contracts providing for aircraft or a combination of aircraft, crews, maintenance and insurance ("ACMI") services. The Company serves a base of concentrated customers who have a diverse line of international cargo traffic. DHL Network Operations (USA), Inc. and its affiliates, "DHL," is the Company's largest customer. ATI provides passenger transportation, primarily to the U.S. Military, using "combi" aircraft, which are certified to carry passengers as well as cargo on the main deck.

In addition to its airline operations and aircraft leasing services, the Company sells aircraft parts, provides aircraft and equipment maintenance services, and operates mail sorting facilities for the U.S. Postal Service ("USPS").

**Basis of Presentation**

The accompanying condensed consolidated financial statements include the accounts of Air Transport Services Group, Inc. and its wholly-owned subsidiaries. Inter-company balances and transactions have been eliminated. The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the consolidated financial statements. Estimates and assumptions are used to record allowances for uncollectible amounts, self-insurance reserves, spare parts inventory, depreciation and impairments of property, equipment, goodwill and intangibles, post-retirement obligations, income taxes, contingencies and litigation. Changes in estimates and assumptions may have a material impact on the consolidated financial statements.

**Investment in Nonconsolidated Affiliate**

In January 2014, the Company acquired a 25 percent equity interest in West Atlantic AB of Gothenburg, Sweden ("West") for \$15 million. West, through its two airlines, Atlantic Airlines Ltd. and West Air Sweden AB, operates a fleet of approximately 40 aircraft and is Europe's largest regional cargo aircraft operator. West operates its aircraft on behalf of European regional mail carriers and express logistics providers. The airlines operate a combined fleet of British Aerospace ATPs, Bombardier CRJ-200-PFs, and Boeing 737 aircraft. In addition, Atlantic Airlines Ltd. is in the process of adding the Boeing 767 aircraft to its operating capability.

The Company has significant influence, but does not exercise control, over West. Accordingly, the investment in West is accounted for using the equity method of accounting and is initially recognized at cost. The Company's share of West's income or loss is recognized in the consolidated statement of earnings and cumulative post-acquisition changes in the investment are adjusted against the carrying amount of the investment. The Company's carrying value of West is reflected in "Other Assets" in the Company's consolidated balance sheets.

## Cash and Cash Equivalents

The Company classifies short-term, highly liquid investments with maturities of three months or less at the time of purchase as cash and cash equivalents. These investments, consisting of money market funds, are recorded at cost, which approximates fair value. Substantially all deposits of the Company's cash are held in accounts that exceed federally insured limits. The Company deposits cash in common financial institutions which management believes are financially sound.

## Accounts Receivable and Allowance for Uncollectible Accounts

The Company's accounts receivable is primarily due from its significant customers (see Note B), other airlines, the USPS and freight forwarders. The Company performs a quarterly evaluation of the accounts receivable and the allowance for uncollectible accounts by reviewing specific customers' recent payment history, growth prospects, financial condition and other factors that may impact a customer's ability to pay. The Company establishes an allowance for uncollectible accounts for probable losses due to a customer's potential inability or unwillingness to make contractual payments. Account balances are written off against the allowance when the Company ceases collection efforts.

## Inventory

The Company's inventory is comprised primarily of expendable aircraft parts and supplies used for aircraft maintenance. Inventory is generally charged to expense when issued for use on a Company aircraft. The Company values its inventory of aircraft parts and supplies at weighted-average cost and maintains a related obsolescence reserve. The Company records an obsolescence reserve on a base stock of inventory for each fleet type. The amortization of base stock for the obsolescence reserve corresponds to the expected life of each fleet type. Additionally, the Company monitors the usage rates of inventory parts and segregates parts that are technologically outdated or no longer used in its fleet types. Slow moving and segregated items are actively marketed and written down to their estimated net realizable values based on market conditions.

Management analyzes the inventory reserve for reasonableness at the end of each quarter. That analysis includes consideration of the expected fleet life, amounts expected to be on hand at the end of a fleet life, and recent events and conditions that may impact the usability or value of inventory. Events or conditions that may impact the expected life, usability or net realizable value of inventory include additional aircraft maintenance directives from the FAA, changes in DOT regulations, new environmental laws and technological advances.

## Goodwill and Intangible Assets

The Company assesses, during the fourth quarter of each year, the carrying value of goodwill. Finite-lived intangible assets are amortized over their estimated useful economic lives. The Company also conducts impairment assessments of goodwill, indefinite-lived intangible assets and finite-lived intangible assets whenever events or changes in circumstance indicate an impairment may have occurred.

## Property and Equipment

Property and equipment held for use is stated at cost, net of any impairment recorded. The cost and accumulated depreciation of disposed property and equipment are removed from the accounts with any related gain or loss reflected in earnings from operations.

Depreciation of property and equipment is provided on a straight-line basis over the lesser of the asset's useful life or lease term. Depreciable lives are summarized as follows:

Boeing 767 and 757 aircraft and flight equipment	10 to 20 years
Support equipment	5 to 10 years
Vehicles and other equipment	3 to 8 years

The Company periodically evaluates the useful lives, salvage values and fair values of property and equipment. Acceleration of depreciation expense or the recording of significant impairment losses could result from changes in

the estimated useful lives of assets due to a number of reasons, such as excess aircraft capacity or changes in regulations governing the use of aircraft.

Aircraft and other long-lived assets are tested for impairment when circumstances indicate the carrying value of the assets may not be recoverable. To conduct impairment testing, the Company groups assets and liabilities at the lowest level for which identifiable cash flows are largely independent of cash flows of other assets and liabilities. For assets that are to be held and used, impairment is recognized when the estimated undiscounted cash flows associated with the asset group is less than the carrying value. If impairment exists, an adjustment is made to write the assets down to fair value, and a loss is recorded as the difference between the carrying value and fair value. Fair values are determined considering quoted market values, discounted cash flows or internal and external appraisals, as applicable. For assets held for sale, impairment is recognized when the fair value less the cost to sell the asset is less than the carrying value.

The Company's accounting policy for major airframe and engine maintenance varies by subsidiary and aircraft type. The costs for ABX's Boeing 767-200 airframe maintenance, which is the majority of the Company's aircraft fleet, are expensed as they are incurred. The costs of major airframe maintenance for the Company's other aircraft are capitalized and amortized over the useful life of the overhaul. The Company's General Electric CF6 engines that power the Boeing 767-200 aircraft are maintained under "power by the hour" agreements with an engine maintenance provider. Under the power by the hour agreements, the engines are maintained by the service provider for a fixed fee per flight hour; accordingly, the cost of engine maintenance is generally expensed as flight hours occur. Maintenance for the airlines' other aircraft engines, including those on the Boeing 767-300 and Boeing 757 aircraft, are typically contracted to service providers on a time and material basis and the costs of those engine overhauls are capitalized and amortized over the useful life of the overhaul.

Under certain leases, the Company is required to make periodic payments to the lessor for future maintenance events such as engine overhauls and major airframe maintenance. These payments are recorded as deposits until drawn for qualifying maintenance costs. The maintenance costs are expensed or capitalized in accordance with the airline's accounting policy for major airframe and engine maintenance. The Company evaluates at the balance sheet date, whether it is probable that an amount on deposit will be returned by the lessor to reimburse the costs of the maintenance activities. When an amount on deposit is less than probable of being returned, it is recognized as additional maintenance expense.

### **Capitalized Interest**

Interest costs incurred during construction of facilities and while aircraft are being modified are capitalized as an additional cost of the aircraft until the date the asset is placed in service. Capitalized interest was \$0.1 million and \$0.1 million for the three and six month periods ending June 30, 2014, respectively, compared to \$0.3 million and \$1.0 million for the corresponding periods of 2013.

### **Self-Insurance**

The Company is self-insured for certain workers' compensation, employee healthcare, automobile, aircraft, and general liability claims. The Company maintains excess claim coverage with common insurance carriers to mitigate its exposure to large claim losses. The Company records a liability for reported claims and an estimate for incurred claims that have not yet been reported. Accruals for these claims are estimated utilizing historical paid claims data and recent claims trends. Other liabilities included \$28.0 million and \$28.3 million at June 30, 2014 and December 31, 2013, respectively, for self-insured reserves. Changes in claim severity and frequency could result in actual claims being materially different than the costs accrued.

### **Pension and Post-Retirement Benefits**

The costs of benefits provided by defined benefits pension and post-retirement health care plans are recorded in the period the employees provide service. Costs adjustments for plan amendments are amortized over the expected working life or the life expectancy of plan participants. The funded status of the Company's plans is measured as the difference between the fair value of plan assets and the accumulated benefit obligations to plan participants. The overfunded or underfunded status of a plan is recorded as an asset or liability. The funded status is ordinarily measured annually at year end.

## **Income Taxes**

Income taxes have been computed using the asset and liability method, under which deferred income taxes are provided for the temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities. Deferred taxes are measured using provisions of currently enacted tax laws. A valuation allowance against net deferred tax assets is recorded when it is more likely than not that such assets will not be fully realized. Tax credits are accounted for as a reduction of income taxes in the year in which the credit originates.

The Company recognizes the benefit of a tax position taken on a tax return, if that position is more likely than not of being sustained on audit, based on the technical merits of the position. An uncertain income tax benefit is not recognized if it has a less than a 50% likelihood of being sustained. The Company recognizes interest and penalties accrued related to uncertain tax positions in operating expense.

## **Comprehensive Income**

Comprehensive income includes net earnings and other comprehensive income or loss. Other comprehensive income or loss results from certain changes in the Company's liabilities for pension and other post-retirement benefits and gains and losses associated with interest rate hedging instruments.

## **Fair Value Information**

Assets or liabilities that are required to be measured at fair value are reported using the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820-10 *Fair Value Measurements and Disclosures* establishes three levels of input that may be used to measure fair value:

- **Level 1:** Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- **Level 2:** Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- **Level 3:** Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include items where the determination of fair value requires significant management judgment or estimation.

## **Revenue Recognition**

Revenues generated from airline service agreements are typically recognized based on hours flown or the amount of aircraft and crew resources provided during a reporting period. Certain agreements include provisions for incentive payments based upon on-time reliability. These incentives are typically measured on a monthly basis and recorded to revenue in the corresponding month earned. Revenues for operating expenses that are reimbursed through customer agreements, including consumption of aircraft fuel, are generally recognized as the costs are incurred. Revenues from charter service agreements are recognized on scheduled and non-scheduled flights when the specific flight has been completed. Aircraft lease revenues are recognized as operating lease revenues on a straight-line basis over the term of the applicable lease agreements. Revenues from the sale of aircraft parts and engines are recognized when the parts are delivered. Revenues earned and expenses incurred in providing aircraft-related maintenance, repair or technical services are recognized in the period in which the services are completed and delivered to the customer. Revenues derived from sorting parcels are recognized in the reporting period in which the services are performed.

## **New Accounting Pronouncements**

In April 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-08, "Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity." The objective of the update is to change the requirements for reporting discontinued operations in Subtopic 205-20. It is effective in the first quarter of 2015, and the impact to the consolidated financial statements is not expected to be material.

In May 2014, FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" ("ASU 2014-09"). ASU 2014-09 is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. ASU 2014-09 also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2016 and early adoption is not permitted. The Company is currently evaluating the methods of adoption allowed by the new standard and the effect the standard is expected to have on our consolidated financial position, results of operations or cash flows and related disclosures.

## **NOTE B—SIGNIFICANT CUSTOMERS**

### **DHL**

The Company's largest customer is DHL Network Operations (USA), Inc. and its affiliates ("DHL"). The Company has had long term contracts with DHL since August 2003. Revenues from continuing operations performed for DHL were approximately 57% and 57% of the Company's consolidated revenues from continuing operations for the three and six month periods ended June 30, 2014, respectively, compared to 56% and 54% for the corresponding periods of 2013. The Company's balance sheets include accounts receivable with DHL of \$32.4 million and \$24.1 million as of June 30, 2014 and December 31, 2013, respectively.

The Company leases Boeing 767 aircraft to DHL under both long-term and short-term lease agreements. Under a separate crew, maintenance and insurance ("CMI") agreement, the Company operates Boeing 767 aircraft that DHL leases from the Company and Boeing 767 aircraft that DHL owns. Pricing for services provided through the CMI agreement is based on pre-defined fees, scaled for the number of aircraft operated and the number of flight crews provided to DHL for its U.S. network. The Company provides DHL with scheduled maintenance services for aircraft that DHL leases or owns. The Company also provides Boeing 767 and Boeing 757 air cargo transportation services for DHL through additional ACMI agreements in which the Company provides the aircraft, crews, maintenance and insurance under a single contract. Revenues generated from the ACMI agreements are typically based on hours flown. The Company also provides ground equipment, such as power units, air starts and related maintenance services to DHL under separate agreements.

### **U.S. Military**

A substantial portion of the Company's revenues are also derived from the U.S. Military. The U.S. Military awards flights to U.S. certificated airlines through annual contracts and through temporary "expansion" routes. Revenues from services performed for the U.S. Military were approximately 17% and 16% of the Company's total revenues from continuing operations for the three and six month periods ended June 30, 2014, respectively, compared to 16% and 17% for the corresponding periods of 2013. The Company's balance sheets included accounts receivable with the U.S. Military of \$6.1 million and \$4.8 million as of June 30, 2014 and December 31, 2013, respectively.

**NOTE C—GOODWILL AND OTHER INTANGIBLES**

The Company has one reporting unit that has goodwill, CAM. The carrying amounts of goodwill are as follows (in thousands):

	<b>CAM</b>	<b>Total</b>
Carrying value as of December 31, 2013	\$ 34,395	\$ 34,395
Carrying value as of June 30, 2014	\$ 34,395	\$ 34,395

The Company's intangible assets relate to the ACMI Services segment and are as follows (in thousands):

	<b>Customer Relationships</b>	<b>Airline Certificates</b>	<b>Total</b>
Carrying value as of December 31, 2013	\$ 1,896	\$ 3,000	\$ 4,896
Amortization	(141)	—	(141)
Carrying value as of June 30, 2014	\$ 1,755	\$ 3,000	\$ 4,755

The customer relationship intangible amortizes through 2020. The airline certificates have an indefinite life and therefore are not amortized.

**NOTE D—FAIR VALUE MEASUREMENTS**

The Company's money market funds and interest rate swaps are reported on the Company's consolidated balance sheets at fair values based on market values from identical or comparable transactions. The fair value of the Company's money market funds and interest rate swaps are based on observable inputs (Level 2) from comparable market transactions. The use of significant unobservable inputs (Level 3) was not necessary in determining the fair value of the Company's financial assets and liabilities.

The following table reflects assets and liabilities that are measured at fair value on a recurring basis (in thousands):

<b>As of June 30, 2014</b>	<b>Fair Value Measurement Using</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
<b>Assets</b>				
Cash equivalents—money market	\$ 20	\$ 4,310	\$ —	\$ 4,330
<b>Total Assets</b>	<b>\$ 20</b>	<b>\$ 4,310</b>	<b>\$ —</b>	<b>\$ 4,330</b>
<b>Liabilities</b>				
Interest rate swap	\$ —	\$ (2,185)	\$ —	\$ (2,185)
<b>Total Liabilities</b>	<b>\$ —</b>	<b>\$ (2,185)</b>	<b>\$ —</b>	<b>\$ (2,185)</b>
<b>As of December 31, 2013</b>	<b>Fair Value Measurement Using</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
<b>Assets</b>				
Cash equivalents—money market	\$ 20	\$ 301	\$ —	\$ 321
<b>Total Assets</b>	<b>\$ 20</b>	<b>\$ 301</b>	<b>\$ —</b>	<b>\$ 321</b>
<b>Liabilities</b>				
Interest rate swap	\$ —	\$ (2,515)	\$ —	\$ (2,515)
<b>Total Liabilities</b>	<b>\$ —</b>	<b>\$ (2,515)</b>	<b>\$ —</b>	<b>\$ (2,515)</b>

As a result of lower market interest rates compared to the stated interest rates of the Company's fixed and variable rate debt obligations, the fair value of the Company's debt obligations, based on Level 2 observable inputs, was

approximately \$1.0 million less than the carrying value, which was \$352.1 million at June 30, 2014. As of December 31, 2013, the fair value of the Company's debt obligations was approximately \$6.3 million more than the carrying value, which was \$384.5 million. The non-financial assets, including goodwill, intangible assets and property and equipment are measured at fair value on a non-recurring basis.

#### NOTE E—PROPERTY AND EQUIPMENT

The Company's property and equipment consists primarily of cargo aircraft, aircraft engines and flight equipment. Property and equipment, to be held and used, is summarized as follows (in thousands):

	<b>June 30, 2014</b>	<b>December 31, 2013</b>
Aircraft and flight equipment	\$ 1,247,913	\$ 1,236,225
Support equipment	49,733	51,179
Vehicles and other equipment	1,759	1,771
Leasehold improvements	1,143	1,154
	<u>1,300,548</u>	<u>1,290,329</u>
Accumulated depreciation	(490,738)	(452,157)
Property and equipment, net	<u>\$ 809,810</u>	<u>\$ 838,172</u>

CAM owned aircraft with a carrying value of \$254.0 million and \$250.9 million that were under leases to external customers as of June 30, 2014 and December 31, 2013, respectively.

The carrying value of Boeing 727 and DC-8 freighter aircraft and engines available for sale totaled \$1.0 million and \$3.0 million as of June 30, 2014 and December 31, 2013, respectively.

#### NOTE F—DEBT OBLIGATIONS

Long term obligations consisted of the following (in thousands):

	<b>June 30, 2014</b>	<b>December 31, 2013</b>
Unsubordinated term loan	\$ 123,750	\$ 131,250
Revolving credit facility	173,000	190,500
Aircraft loans	50,730	55,015
Promissory note due to DHL, unsecured	4,650	7,750
Total long term obligations	<u>352,130</u>	<u>384,515</u>
Less: current portion	(24,027)	(23,721)
Total long term obligations, net	<u>\$ 328,103</u>	<u>\$ 360,794</u>

The Company executed a syndicated credit agreement ("Senior Credit Agreement") in May 2011 which includes an unsubordinated term loan and a revolving credit facility. On May 6, 2014, the Company executed an amendment to the Senior Credit Agreement (the "Third Credit Amendment"). The Third Credit Amendment extends the maturity of the term loan and revolving credit facility to May 6, 2019, provides for annual, one year extension options, provides for an accordion feature whereby the Company can draw up to an additional \$50.0 million subject to the lenders' consent, reduces the EBITDA-based pricing, eases requirements for stock dividends and stock buybacks and reduces the collateral requirements. The Senior Credit Agreement is collateralized by the Company's fleet of Boeing 767 and 757 aircraft that are not collateralized under the aircraft loans. Under the amended terms of the Senior Credit Agreement, the Company is required to maintain collateral coverage equal to 150% of the outstanding balances of the term loan and the maximum capacity of revolving credit facility or 175% of the outstanding balance of the term loan and the total funded revolving credit facility, whichever is less. The minimum collateral coverage which must be maintained is 50%

of the outstanding balance of the term loan plus the revolving credit facility commitment of \$275.0 million. The Third Credit Amendment does not change the repayment terms of the Senior Credit Agreement. Beginning May 6, 2015, and each year thereafter through May 6, 2019, the Company may request a one year extension of the final maturity date, subject to the lenders' consent.

Under the terms of the Senior Credit Agreement, interest rates are adjusted quarterly based on the Company's earnings before interest, taxes, depreciation and amortization expenses ("EBITDA"), its outstanding debt level and prevailing LIBOR or prime rates. At the Company's current debt-to-EBITDA ratio, the LIBOR based financing for the unsubordinated term loan and revolving credit facility bear a variable interest rate of 2.15% and 2.15%, respectively. The Third Credit Amendment reduced the EBITDA-based pricing but did not affect the covenants of the Senior Credit Agreement other than the collateral covenant. The Senior Credit Agreement provides for the issuance of letters of credit on the Company's behalf. As of June 30, 2014, the unused revolving credit facility totaled \$91.8 million, net of draws of \$173.0 million and outstanding letters of credit of \$10.2 million.

The aircraft loans are collateralized by six aircraft, and amortize monthly with a balloon payment of approximately 20% with maturities between 2016 and early 2018. Interest rates range from 6.74% to 7.36% per annum payable monthly.

The promissory note payable to DHL becomes due in August 2028 as a balloon payment, unless it is extinguished sooner under the terms of the CMI agreement. Beginning April 1, 2010 and extending through the term of the CMI agreement, the balance of the note is amortized ratably without cash payment in exchange for services provided and, thus, is expected to be completely amortized by April 2015. The promissory note bears interest at a rate of 5% per annum, and DHL reimburses ABX the interest expense from the note through the term of the CMI agreement.

The Senior Credit Agreement is collateralized by certain of the Company's Boeing 767 and 757 aircraft that are not collateralized under aircraft loans. The Senior Credit Agreement contains covenants including, among other things, limitations on certain additional indebtedness, guarantees of indebtedness, as well as a total debt to EBITDA ratio and a fixed charge coverage ratio. The Senior Credit Agreement stipulates events of default, including unspecified events that may have material adverse effects on the Company. If an event of default occurs, the Company may be forced to repay, renegotiate or replace the Senior Credit Agreement. The Senior Credit Agreement limits the amount of dividends the Company can pay and the amount of common stock it can repurchase to \$50.0 million during any calendar year, provided the Company's total debt to EBITDA ratio is under 2.5 times, after giving effect to the dividend or repurchase. Under the provisions of its promissory note due to DHL, the Company is required to prepay the DHL note in the amount of \$0.20 for each dollar of dividend distributed to its stockholders. The same prepayment stipulation applies to stock repurchases.

## **NOTE G—COMMITMENTS AND CONTINGENCIES**

### **Lease Commitments**

The Company leases six Boeing 767 aircraft, airport facilities, office space, maintenance facilities and certain equipment under operating leases. In December 2012, the Company entered into agreements with the Clinton County Port Authority ("CCPA") to construct and lease an aircraft hangar in Wilmington, Ohio, adjacent to the existing aircraft maintenance facility currently leased by the Company. The Company acts as construction agent for the CCPA and began construction of the 100,000 square foot aircraft hangar in 2013. Construction was primarily completed by the end of June 2014. While the current facility houses aircraft as large as the Boeing 767, the new hangar provides the capability of servicing aircraft as large as a Boeing 747 and a Boeing 777. The hangar is anticipated to cost approximately \$15.7 million and The CCPA is financing the construction of the hangar primarily through a State of Ohio bond program and a State of Ohio loan on incremental taxes. The costs incurred to build the hangar are included in "Property and equipment" and the construction amounts that are reimbursed through the State of Ohio and the CCPA are included in "Other liabilities" on the Company's balance sheet. The Company began to make lease payments for the hangar directly to the trustee for the State of Ohio beginning in 2014.

### **Guarantees and Indemnifications**

Certain leases and agreements of the Company contain guarantees and indemnification obligations to the lessor, or one or more other parties that are considered reasonable and customary (e.g. use, tax and environmental

indemnifications), the terms of which range in duration and are often limited. Such indemnification obligations may continue after expiration of the respective lease or agreement.

### **Brussels Noise Ordinance**

The Brussels Instituut voor Milieubeheer ("BIM"), a governmental authority in the Brussels-Capital Region of Belgium that oversees the enforcement of environmental matters, imposed four separate administrative penalties on ABX in the approximate aggregate amount of €0.4 million (\$0.5 million) for numerous alleged violations of an ordinance limiting the noise caused by aircraft overflying the Brussels-Capital Region (which is located near the Brussels Airport) during the period from May 2009 through December 2010. ABX has exhausted its appeals with respect to all four of the administrative penalties.

The ordinance in question is controversial for the reason that it was adopted by the Brussels-Capital Region and is more restrictive than the noise limitations in effect in the Flemish Region, which is where the Brussels Airport is located. Numerous airlines have been levied fines under the ordinance, which is currently the subject of several court cases pending before the Belgian courts, including with respect to demands for payment. The Brussels government has suspended issuing demands for payment of the penalties pending the outcome of the litigation. ABX has yet to receive a demand for payment of the penalties.

### **Other**

In addition to the foregoing matter, we are also currently a party to legal proceedings, including FAA enforcement actions, in various federal and state jurisdictions arising out of the operation of the Company's business. The amount of alleged liability, if any, from these proceedings cannot be determined with certainty; however, we believe that the Company's ultimate liability, if any, arising from the pending legal proceedings, as well as from asserted legal claims and known potential legal claims which are probable of assertion, taking into account established accruals for estimated liabilities, should not be material to our financial condition or results of operations.

### **Employees Under Collective Bargaining Agreements**

As of June 30, 2014, the flight crewmember employees of ABX and ATI were represented by the labor unions listed below:

<b>Airline</b>	<b>Labor Agreement Unit</b>	<b>Percentage of the Company's Employees</b>
ABX	International Brotherhood of Teamsters	14.5%
ATI	Air Line Pilots Association	5.9%

## **NOTE H—PENSION AND OTHER POST-RETIREMENT BENEFIT PLANS**

### **Defined Benefit and Post-retirement Healthcare Plans**

ABX sponsors a qualified defined benefit pension plan for ABX crewmembers and a qualified defined benefit pension plan for a major portion of its other ABX employees that meet minimum eligibility requirements. ABX also sponsors non-qualified defined benefit pension plans for certain employees. These non-qualified plans are unfunded. Employees are no longer accruing benefits under any of the defined benefit pension plans. ABX also sponsors a post-retirement healthcare plan for its ABX employees, which is unfunded.

The accounting and valuation for these post-retirement obligations are determined by prescribed accounting and actuarial methods that consider a number of assumptions and estimates. The selection of appropriate assumptions and estimates is significant due to the long time period over which benefits will be accrued and paid. The long term nature of these benefit payouts increases the sensitivity of certain estimates of our post-retirement costs. The assumptions considered most sensitive in actuarially valuing ABX's pension obligations and determining related expense amounts are discount rates and expected long term investment returns on plan assets. Additionally, other assumptions concerning retirement ages, mortality and employee turnover also affect the valuations. Actual results and future changes in these assumptions could result in future costs significantly higher than those recorded in our results of operations. The Company's net periodic benefit costs for its defined benefit pension plans and post-retirement healthcare plans for both continuing and discontinued operations are as follows (in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	Pension Plans		Post-Retirement Healthcare Plan		Pension Plans		Post-Retirement Healthcare Plan	
	2014	2013	2014	2013	2014	2013	2014	2013
Service cost	\$ —	\$ —	\$ 60	\$ 69	\$ —	\$ —	\$ 120	\$ 138
Interest cost	9,879	8,989	71	66	19,758	17,978	142	132
Expected return on plan assets	(11,528)	(11,498)	—	—	(23,056)	(22,996)	—	—
Amortization of prior service cost	—	—	(872)	(1,413)	—	—	(1,744)	(2,826)
Amortization of net (gain) loss	—	3,074	80	104	(1)	6,148	160	208
Net periodic benefit cost	<u>\$ (1,649)</u>	<u>\$ 565</u>	<u>\$ (661)</u>	<u>\$ (1,174)</u>	<u>\$ (3,299)</u>	<u>\$ 1,130</u>	<u>\$ (1,322)</u>	<u>\$ (2,348)</u>

During the three and six month periods ended June 30, 2014, the Company contributed \$0.3 million and \$1.0 million to the pension plans. The Company expects to contribute an additional \$5.3 million during the remainder of 2014.

#### NOTE I—INCOME TAXES

The provision for income taxes for interim periods is based on management's best estimate of the effective income tax rate expected to be applicable for the current year, plus any adjustments arising from changes in the estimated amount of taxable income related to prior periods. Income taxes recorded through June 30, 2014 have been estimated utilizing a 36.7% rate based upon year-to-date income and projected results for the full year. The final effective tax rate applied to 2014 will depend on the actual amount of pre-tax book income generated by the Company for the full year.

The Company has operating loss carryforwards for U.S. federal income tax purposes. Management expects to utilize the loss carryforwards to offset federal income tax liabilities in the future. Due to the Company's deferred tax assets, including its loss carryforwards, management does not expect to pay federal income taxes until 2016 or later. The Company may, however, be required to pay alternative minimum taxes and certain state and local income taxes before then.

#### NOTE J—DERIVATIVE INSTRUMENTS

The Company's Senior Credit Agreement requires the Company to maintain derivative instruments for protection from fluctuating interest rates, for at least fifty percent of the outstanding balance of term loan. As a result, the Company entered into an interest rate swap in July of 2011 having an initial notional value of \$75.0 million and a forward start date of December 31, 2011. Under this swap, the Company pays a fixed rate of 2.02% and receives a floating rate that resets quarterly based on LIBOR. In addition to the interest rate swap above, the Company entered into an interest rate swap in June of 2013 having an initial notional value of \$65.6 million and a forward start date of December 31, 2013. Under this swap, the Company will pay a fixed rate of 1.1825% and receive a floating rate that resets monthly based on LIBOR.

The outstanding interest rate swaps are not designated as hedges for accounting purposes. The effects of future fluctuations in LIBOR interest rates on derivatives held by the Company will result in the recording of unrealized gains and losses into the statement of operations. The Company did not record any unrealized gain on derivatives for the

second quarter of 2014 and recorded unrealized gains of \$0.3 million for the six month periods ending June 30, 2014 to reflect the interest rate swaps at market value. Comparably, the Company recorded unrealized gains on derivatives of \$0.5 million and \$0.7 million for the three and six month periods ending June 30, 2013, respectively. The liability for outstanding derivatives is recorded in other liabilities and in accrued expenses. The table below provides information about the Company's interest rate swaps (in thousands):

<u>Expiration Date</u>	<u>Stated Interest Rate</u>	<u>June 30, 2014</u>		<u>December 31, 2013</u>	
		<u>Notional Amount</u>	<u>Market Value (Liability)</u>	<u>Notional Amount</u>	<u>Market Value (Liability)</u>
May 9, 2016	2.020%	61,875	(1,590)	65,625	(1,988)
June 30, 2017	1.183%	61,875	(595)	65,625	(527)

#### NOTE K—ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Accumulated other comprehensive income (loss) includes the following items by components for the three and six month periods ended June 30, 2014 and 2013 (in thousands):

	<u>Defined Benefit Pension</u>	<u>Defined Benefit Post-Retirement</u>	<u>Gains and Losses on Derivative</u>	<u>Total</u>
<b>Balance as of March 31, 2013</b>	(119,644)	3,443	30	(116,171)
Amounts reclassified from accumulated other comprehensive income:				
Actuarial costs (reclassified to salaries, wages and benefits)	3,074	104	—	3,178
Negative prior service cost (reclassified to salaries, wages and benefits)	—	(1,413)	—	(1,413)
Hedging gain (reclassified to interest expense)	—	—	(13)	(13)
Income Tax (Expense) or Benefit	(1,116)	475	5	(636)
Other comprehensive income (loss), net of tax	1,958	(834)	(8)	1,116
<b>Balance as of June 30, 2013</b>	<u>(117,686)</u>	<u>2,609</u>	<u>22</u>	<u>(115,055)</u>
<b>Balance as of December 31, 2012</b>	(121,602)	4,277	38	(117,287)
Amounts reclassified from accumulated other comprehensive income				
Actuarial costs (reclassified to salaries, wages and benefits)	6,148	208	—	6,356
Negative prior service cost (reclassified to salaries, wages and benefits)	—	(2,826)	—	(2,826)
Hedging gain (reclassified to interest expense)	—	—	(26)	(26)
Income Tax (Expense) or Benefit	(2,232)	950	10	(1,272)
Other comprehensive income (loss), net of tax	3,916	(1,668)	(16)	2,232
<b>Balance as of June 30, 2013</b>	<u>(117,686)</u>	<u>2,609</u>	<u>22</u>	<u>(115,055)</u>

	Defined Benefit Pension	Defined Benefit Post- Retirement	Gains and Losses on Derivative	Total
<b>Balance as of March 31, 2014</b>	(31,073)	741	2	(30,330)
Amounts reclassified from accumulated other comprehensive income:				
Actuarial costs (reclassified to salaries, wages and benefits)	—	80	—	80
Negative prior service cost (reclassified to salaries, wages and benefits)	—	(872)	—	(872)
Hedging gain (reclassified to interest expense)	—	—	(11)	(11)
Income Tax (Expense) or Benefit	—	288	4	292
Other comprehensive income (loss), net of tax	—	(504)	(7)	(511)
<b>Balance as of June 30, 2014</b>	<u>(31,073)</u>	<u>237</u>	<u>(5)</u>	<u>(30,841)</u>
<b>Balance as of December 31, 2013</b>	(31,072)	1,245	9	(29,818)
Amounts reclassified from accumulated other comprehensive income				
Actuarial costs (reclassified to salaries, wages and benefits)	(1)	160	—	159
Negative prior service cost (reclassified to salaries, wages and benefits)	—	(1,744)	—	(1,744)
Hedging gain (reclassified to interest expense)	—	—	(22)	(22)
Income Tax (Expense) or Benefit	—	576	8	584
Other comprehensive income (loss), net of tax	(1)	(1,008)	(14)	(1,023)
<b>Balance as of June 30, 2014</b>	<u>(31,073)</u>	<u>237</u>	<u>(5)</u>	<u>(30,841)</u>

#### NOTE L—STOCK-BASED COMPENSATION

The Company's Board of Directors has granted stock incentive awards to certain employees and board members pursuant to a long term incentive plan which was approved by the Company's stockholders in May 2005. Employees have been awarded non-vested stock units with performance conditions, non-vested stock units with market conditions and non-vested restricted stock. The restrictions on the non-vested restricted stock awards lapse at the end of a specified service period, which is typically approximately three years from the date of grant. Restrictions could lapse sooner upon a business combination, death, disability or after an employee qualifies for retirement. The non-vested stock units will be converted into a number of shares of Company stock depending on performance and market conditions at the end of a specified service period, lasting approximately three years. The performance condition awards will be converted into a number of shares of Company stock based on the Company's average return on invested capital during the service period. Similarly, the market condition awards will be converted into a number of shares depending on the appreciation of the Company's stock compared to the NASDAQ Transportation Index. Board members were granted time-based awards with vesting periods of approximately six or twelve months. The Company expects to settle all of the stock unit awards by issuing new shares of stock. The table below summarizes award activity.

	Six Months Ended			
	June 30, 2014		June 30, 2013	
	Number of Awards	Weighted average grant-date fair value	Number of Awards	Weighted average grant-date fair value
Outstanding at beginning of period	1,477,762	\$ 5.83	1,463,272	\$ 5.97
Granted	467,567	7.52	627,488	5.73
Converted	(186,179)	7.50	(392,748)	4.87
Expired	(4,300)	7.64	—	—
Forfeited	(17,800)	6.26	(7,200)	6.82
Outstanding at end of period	1,737,050	\$ 6.10	1,690,812	\$ 6.13
Vested	415,550	\$ 5.28	441,812	\$ 4.90

The average grant-date fair value of each performance condition award, non-vested restricted stock award and time-based award granted by the Company in 2014 was \$7.44, the fair value of the Company's stock on the date of grant. The average grant-date fair value of each market condition award granted in 2014 was \$7.83. The market condition awards were valued using a Monte Carlo simulation technique, a risk-free interest rate of 0.8% and a volatility of 48.9% based on volatility over three years using daily stock prices.

For the six month periods ended June 30, 2014 and 2013, the Company recorded expense of \$1.3 million and \$1.3 million, respectively, for stock incentive awards. At June 30, 2014, there was \$4.2 million of unrecognized expense related to the stock incentive awards that is expected to be recognized over a weighted-average period of 1.5 years. As of June 30, 2014, none of the awards were convertible, 415,550 units of the Board members' time-based awards had vested and none of the outstanding shares of the restricted stock had vested. These awards could result in a maximum number of 2,071,000 additional outstanding shares of the Company's common stock depending on service, performance and market results through December 31, 2016.

#### NOTE M—EARNINGS PER SHARE

The calculation of basic and diluted earnings per common share follows (in thousands, except per share amounts):

	Three Months Ending		Six Months Ending	
	June 30,		June 30,	
	2014	2013	2014	2013
Earnings from continuing operations	\$ 9,298	\$ 6,915	\$ 15,820	\$ 15,416
Weighted-average shares outstanding for basic earnings per share	64,285	64,050	64,217	63,931
Common equivalent shares:				
Effect of stock-based compensation awards	922	809	957	761
Weighted-average shares outstanding assuming dilution	65,207	64,859	65,174	64,692
Basic earnings per share from continuing operations	\$ 0.14	\$ 0.11	\$ 0.25	\$ 0.24
Diluted earnings per share from continuing operations	\$ 0.14	\$ 0.11	\$ 0.24	\$ 0.24

The number of equivalent shares that were not included in weighted average shares outstanding assuming dilution, because their effect would have been anti-dilutive, was 13,000 and 13,000 at June 30, 2014 and 2013, respectively.

## NOTE N—SEGMENT INFORMATION

The Company operates in two reportable segments. The CAM segment consists of the Company's aircraft leasing operations and its segment earnings includes an allocation of interest expense. The ACMI Services segment consists of the Company's airline operations, including the CMI agreement with DHL as well as ACMI and charter service agreements that the Company has with other customers. Due to the similarities among the Company's airline operations, the airline operations are aggregated into a single reportable segment, ACMI Services. The Company's other activities, which include contracts with the USPS, the sale of aircraft parts and maintenance services, facility and ground equipment maintenance services and management services for workers' compensation do not constitute reportable segments and are combined in "All other" with inter-segment profit eliminations. Inter-segment revenues are valued at arms-length, market rates. Cash, cash equivalents and deferred tax assets are reflected in Assets - All other below. The Company's segment information from continuing operations is presented below (in thousands):

	<b>Three Months Ending</b>		<b>Six Months Ending</b>	
	<b>June 30,</b>		<b>June 30,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
Total revenues:				
CAM	\$ 40,590	\$ 39,362	\$ 81,225	\$ 78,331
ACMI Services	111,304	106,604	219,900	217,920
All other	36,493	26,951	63,301	53,205
Eliminate inter-segment revenues	(38,769)	(34,013)	(71,215)	(67,273)
Total	<u>\$ 149,618</u>	<u>\$ 138,904</u>	<u>\$ 293,211</u>	<u>\$ 282,183</u>
Customer revenues:				
CAM	\$ 17,839	\$ 17,845	\$ 36,253	\$ 36,181
ACMI Services	111,304	106,604	219,900	217,920
All other	20,475	14,455	37,058	28,082
Total	<u>\$ 149,618</u>	<u>\$ 138,904</u>	<u>\$ 293,211</u>	<u>\$ 282,183</u>
Depreciation and amortization expense:				
CAM	\$ 20,328	\$ 14,803	\$ 38,673	\$ 29,319
ACMI Services	7,191	6,692	14,026	12,830
All other	(377)	270	(578)	536
Total	<u>\$ 27,142</u>	<u>\$ 21,765</u>	<u>\$ 52,121</u>	<u>\$ 42,685</u>
Segment earnings (loss):				
CAM	\$ 10,667	\$ 17,214	\$ 25,107	\$ 34,087
ACMI Services	309	(9,093)	(6,737)	(14,497)
All other	4,108	2,607	7,125	4,788
Net unallocated interest expense	(424)	(95)	(803)	(443)
Net gain on derivative instruments	31	452	330	742
Pre-tax earnings from continuing operations	<u>\$ 14,691</u>	<u>\$ 11,085</u>	<u>\$ 25,022</u>	<u>\$ 24,677</u>

The Company's assets are presented below by segment (in thousands):

	<u>June 30,</u>	<u>December 31,</u>
	<u>2014</u>	<u>2013</u>
Assets:		
CAM	\$ 776,655	\$ 808,987
ACMI Services	156,466	141,664
Discontinued operations	952	294
All other	90,411	82,194
Total	<u>\$ 1,024,484</u>	<u>\$ 1,033,139</u>

Interest expense of \$0.1 million and \$0.2 million for the three and six month periods ending June 30, 2014, respectively, compared to \$0.1 million and \$0.3 million for the corresponding periods in 2013, respectively, was reimbursed through the commercial agreements with DHL and included in the ACMI Services segment earnings above. Interest expense allocated to CAM was \$3.0 million and \$6.3 million for the three and six month periods ending June 30, 2014, respectively, compared to \$3.3 million and \$5.9 million for the corresponding periods of 2013, respectively.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following Management's Discussion and Analysis has been prepared with reference to the historical financial condition and results of operations of Air Transport Services Group, Inc. and its subsidiaries. Air Transport Services Group, Inc. and its subsidiaries may hereinafter individually and collectively be referred to as "the Company", "we", "our" or "us" from time to time. The following discussion and analysis describes the principal factors affecting the results of operations, financial condition, cash flows, liquidity and capital resources. It should be read in conjunction with the accompanying unaudited condensed consolidated financial statements and the related notes prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") contained in this report and our Annual Report on Form 10-K for the year ended December 31, 2013.

### **BACKGROUND**

The Company provides airline operations, aircraft leases, aircraft maintenance and other support services primarily to the air cargo transportation and package delivery industries. Through the Company's subsidiaries, we offer a range of complementary services to delivery companies, freight forwarders, airlines and government customers. The Company's principal subsidiaries include two independently certificated airlines, ABX Air, Inc. ("ABX") and Air Transport International, Inc. ("ATI"), and an aircraft leasing company, Cargo Aircraft Management, Inc. ("CAM").

At June 30, 2014, the Company owned 51 cargo aircraft in service condition and leased six more under operating leases. The combined fleets consisted of forty Boeing 767-200 aircraft, nine Boeing 767-300 aircraft, four Boeing 757-200 aircraft and four Boeing 757 "combi" aircraft. The Boeing 757 combi aircraft are capable of simultaneously carrying passengers and cargo containers on the main flight deck.

The Company's largest customer is DHL Network Operations (USA), Inc. and its affiliates ("DHL"), which accounted for 57% of the Company's consolidated revenues for the first six months of 2014 compared with 54% of the Company's consolidated revenues in the corresponding period in 2013. The Company has had long term contracts with DHL since August 2003. On March 31, 2010, the Company and DHL executed commercial agreements under which DHL leases 13 Boeing 767 freighter aircraft from CAM and contracted with ABX to operate those aircraft under a separate crew, maintenance and insurance ("CMI") agreement. The CMI agreement pricing is based on pre-defined fees, scaled for the number of aircraft operated and the number of flight crews provided to DHL for its U.S. network. The initial term of the CMI agreement is five years and the terms of the aircraft leases are seven years, with early termination provisions. In addition to the 13 CAM-owned Boeing 767 aircraft, ABX also operates four DHL-owned Boeing 767 aircraft under the CMI agreement. ATI provides four Boeing 757 aircraft to DHL's U.S. network. Additionally, ABX provides six other Boeing 767 aircraft primarily to DHL's U.S. network under contracts and arrangements having durations of one year or less. During 2013, ATI provided three Boeing 767 aircraft to DHL's Middle East operations, however, these agreements were terminated during the first quarter of 2014.

The U.S. Military comprised 16% and 17% of the Company's consolidated revenues during the six month periods ended June 30, 2014 and 2013, respectively. The Company's airlines contract their services to the Air Mobility Command ("AMC"), through the U.S. Transportation Command ("USTC"), both of which are organized under the U.S. Military. During 2013, ATI retired its four DC-8 combi aircraft and replaced them with three Boeing 757 combi aircraft operating for the U.S. Military. Our fourth and final Boeing 757 combi aircraft entered service in the first quarter of 2014 after completing the necessary regulatory certification.

The Company has two reportable segments: ACMI Services, which primarily includes the cargo transportation operations of its airlines, and the CAM segment. The Company's other business operations, which primarily provide support services to the transportation industry, include aircraft maintenance, aircraft parts sales, ground equipment leasing and mail handling services. These operations do not constitute reportable segments due to their size.

## RESULTS OF OPERATIONS

### Summary

Customer revenues from continuing operations increased by \$10.7 million to \$149.6 million and by \$11.0 million to \$293.2 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. Customer revenues, excluding revenues from directly reimbursed expenses, increased by \$4.8 million and \$2.1 million during the three and six month periods ended June 30, 2014, respectively, compared with 2013. Increased revenues were led by our aircraft maintenance service operations which completed more heavy maintenance checks for customers' aircraft during 2014 compared to 2013. Revenues for ACMI Services were negatively impacted by the discontinuation of flying services to DHL's Middle East operation during the first quarter of 2014.

The consolidated net earnings from continuing operations were \$9.3 million and \$15.8 million for the three and six month periods ended June 30, 2014, respectively, compared to \$6.9 million and \$15.4 million for the corresponding periods of 2013. The pre-tax earnings from continuing operations were \$14.7 million and \$25.0 million for the three and six month periods ended June 30, 2014, respectively, compared to \$11.1 million and \$24.7 million for the corresponding periods of 2013. Improved earnings were driven by aircraft maintenance services and ACMI Services which reflects reduced employee expenses, deployment of the more fuel efficient Boeing 757 combi aircraft for the U.S. Military, and fewer heavy maintenance checks compared to 2013. Total operating expenses increased primarily due to the cost of parts sold and CAM's depreciation expense, which increased as a result of adding five aircraft to the fleet since June 30, 2013.

A summary of our revenues and pre-tax earnings from continuing operations is shown below (in thousands):

	Three Months Ending June 30,		Six Months Ending June 30,	
	2014	2013	2014	2013
<b>Revenues from Continuing Operations:</b>				
CAM	\$ 40,590	\$ 39,362	\$ 81,225	\$ 78,331
ACMI Services				
Airline services	88,657	89,920	176,164	183,077
Reimbursable	22,647	16,684	43,736	34,843
Total ACMI Services	111,304	106,604	219,900	217,920
Other Activities	36,493	26,951	63,301	53,205
<b>Total Revenues</b>	<b>188,387</b>	<b>172,917</b>	<b>364,426</b>	<b>349,456</b>
Eliminate internal revenues	(38,769)	(34,013)	(71,215)	(67,273)
<b>Customer Revenues</b>	<b>\$ 149,618</b>	<b>\$ 138,904</b>	<b>\$ 293,211</b>	<b>\$ 282,183</b>
<b>Pre-Tax Earnings (Loss) from Continuing Operations:</b>				
CAM, inclusive of interest expense	\$ 10,667	\$ 17,214	\$ 25,107	\$ 34,087
ACMI Services	309	(9,093)	(6,737)	(14,497)
Other Activities	4,108	2,607	7,125	4,788
Net unallocated interest expense	(424)	(95)	(803)	(443)
Net gain on derivative instruments	31	452	330	742
<b>Pre-Tax Earnings from Continuing Operations</b>	<b>14,691</b>	<b>11,085</b>	<b>25,022</b>	<b>24,677</b>
Less Net gain on derivative instruments	(31)	(452)	(330)	(742)
<b>Adjusted Pre-Tax Earnings</b>	<b>\$ 14,660</b>	<b>\$ 10,633</b>	<b>\$ 24,692</b>	<b>\$ 23,935</b>

Reimbursable revenues include certain operating costs that are reimbursed to the airlines by their customers. Such costs include fuel expense, landing fees and certain aircraft maintenance expenses. The types of costs that are reimbursed varies by customer operating agreement.

Adjusted pre-tax earnings, a non-GAAP measure, is pre-tax earnings excluding interest rate derivative gains. Management uses adjusted pre-tax earnings to compare the performance of core operating results between periods.

Adjusted pre-tax earnings should not be considered in isolation or as a substitute for analysis of the Company's results as reported under GAAP.

### *CAM*

Through the CAM subsidiary, we offer aircraft leasing to external customers and also lease aircraft internally to the Company's airlines. Aircraft leases normally cover a term of five to seven years. In a typical leasing agreement, customers pay rent and maintenance deposits on a monthly basis.

CAM's revenues grew \$1.2 million and \$2.9 million during the three and six month periods ended June 30, 2014 compared to the corresponding periods of 2013, as a result of additional aircraft leases. CAM's revenues from the Company's airlines totaled \$22.8 million and \$45.0 million during the three and six month periods ended June 30, 2014, compared to \$21.5 million and \$42.2 million for the corresponding periods of 2013. Since June 30, 2013, CAM has placed two Boeing 767-300 freighter aircraft and three Boeing 757 combi aircraft under leases with internal airlines. Revenue growth from external customers was flat for the three and six month periods ended June 30, 2014 compared to 2013.

During the second quarter of 2014, CAM received redelivery of a Boeing 767 aircraft from an internal airline and, beginning in June 2014, began an additional long term lease of the aircraft to an external customer. During the first quarter of 2014, CAM's fourth and final Boeing 757 combi aircraft completed its airworthiness certification and began operations for ATI in service to the U.S Military. Also during the first quarter of 2014, CAM completed the modification of a Boeing 767-300, which was not under lease as of June 30, 2014.

CAM's pre-tax earnings, inclusive of an interest expense allocation, were \$10.7 million and \$25.1 million for the three and six month periods ending June 30, 2014, respectively, compared to \$17.2 million and \$34.1 million for the corresponding periods of 2013. Reduced earnings reflect increased depreciation expense of \$5.5 million for the quarter and \$9.4 million in the first six months for the five newly modified Boeing 767 and Boeing 757 aircraft that were added to the fleet since June 30, 2013, as described above.

As of June 30, 2014, CAM had 51 freighter aircraft consisting of 26 leased internally to the Company's airlines, 21 leased to external customers, three that were being prepped for additional customer leases expected to begin later in 2014 and another aircraft that is available for lease. In May 2014, CAM executed agreements to lease two Boeing 767-200 aircraft, currently leased to ATSG airlines, to a Canadian airline for a term of up to three years. Additionally, in May 2014, CAM executed agreements to lease two Boeing 767-300 aircraft to a Florida based airline under six year terms. Both airlines are existing customers of CAM. The first of these four aircraft leases began in June of 2014 and the second began in July 2014 with the remaining two scheduled to start by the end of September 2014. One customer may elect to return a Boeing 767-200 currently leased from CAM when the Boeing 767-300 aircraft are deployed. Additionally, CAM is working with a European carrier to add one Boeing 767 aircraft lease later this year.

In July 2014, CAM entered into agreement to purchase two Boeing 767-300 freighters. These aircraft are currently operated by ABX, under operating leases ending in 2015 and 2017, respectively. We expect CAM to complete the purchase in the third quarter of 2014. As part of the transaction, CAM also received an option to purchase another Boeing 767-300 freighter in 2015 and may lease the aircraft until then.

### *ACMI Services Segment*

The ACMI Services segment provides airline operations to its customers, typically under contracts providing for a combination of aircraft, crews, maintenance and insurance ("ACMI"). Our customers are usually responsible for supplying the necessary aviation fuel and cargo handling services and reimbursing our airline for other operating expenses, such as landing fees, ramp expenses and certain aircraft maintenance expenses. Aircraft charter agreements, including those for the U.S. Military, usually require the airline to provide full service, including fuel and other operating expenses for a fixed, all-inclusive price. As of June 30, 2014, ACMI Services included 45 in-service aircraft, including 26 leased internally from CAM, six leased from external providers and 13 CAM-owned freighter aircraft which are under lease to DHL and operated by ABX under the CMI agreement. During the second quarter of 2014, the Company's airlines returned four Boeing 767 aircraft that were underutilized to CAM and CAM prepared the aircraft for external customer leases.

Revenues from ACMI Services were \$111.3 million and \$219.9 million for the three and six month periods ending June 30, 2014, respectively, compared to \$106.6 million and \$217.9 million for the corresponding periods of 2013. ACMI Services generated pre-tax earnings of \$0.3 million and pre-tax losses of \$6.7 million for the three and six month periods ending June 30, 2014, respectively, compared to pre-tax losses of \$9.1 million and \$14.5 million for the corresponding periods of 2013. Airline services revenues from external customers, which do not include revenues for the reimbursement of fuel and certain operating expenses, declined \$1.3 million and \$6.9 million for the three and six month periods ending June 30, 2014, respectively, compared to the corresponding periods of 2013. Block hours declined 6% and 4% for the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. The decline in revenues and block hours were primarily due to the discontinuation of services for DHL's Middle East operations in February 2014. Excluding our services for DHL's Middle East operations, block hours increased 4% for the three and six month periods ending June 30, 2014, compared to the corresponding periods of 2013, driven by additional hours for DHL's U.S. and South American network. Block hours flown for the U.S. Military for the three and six month periods ending June 30, 2014 were up 10% and 2%, respectively, compared to the corresponding periods of 2013. Fewer trips were operated for the military during the second quarter of 2013 as ATI transitioned its fleet to the Boeing 757 combi aircraft from the legacy DC-8 combi aircraft.

Operating expense, excluding reimbursable expenses, for ACMI Services declined \$10.7 million and \$14.7 million during the three and six month periods ending June 30, 2014, respectively, compared to the corresponding periods of 2013. Lower expense for employee wages and benefits, travel, aircraft landing fees, C-checks and fuel were partially offset by higher expenses for aircraft depreciation and maintenance. Employee wages and benefits expense declined due to a 13% reduction in the number of airline personnel since June 30, 2013 and lower pension expense. Lower fuel expense reflects the replacement of DC-8 combi aircraft with Boeing 757 combi aircraft for service with the U.S. Military since May of 2013. Operating expenses for landings and travel declined primarily due to the discontinuation of service for DHL in the Middle East. Lower aircraft maintenance expenses for 2014 reflect three and two fewer airframe heavy checks compared to the three and six month periods ending June 30, 2013, respectively.

DHL recently terminated the services of two of the Company's Boeing 767 aircraft (one in May and one in July of 2014) which ABX operated under short term contracts in lower volume U.S. markets and replaced them with smaller Boeing 737 aircraft operated by another airline. We understand that DHL may replace one more Boeing 767 aircraft operated by ABX in a lower volume cargo market with a smaller Boeing 737 aircraft in the fourth quarter of 2014. Additionally, the ACMI Services segment currently has two aircraft that are underutilized at this time. We expect to continue the recent operational improvements in ACMI Services and we expect this segment to generate a pre-tax profit for the second half of 2014. Maintaining profitability in the ACMI Services segment will depend on new revenue opportunities for airline services, the corresponding costs of flight operations and number of aircraft we operate, as well as other factors. Our airlines may return lower utilized aircraft to CAM for lease to external customers after considering a number of factors including the duration of the customer commitment, the underlying credit quality of the customer and market pricing for each opportunity.

Management and DHL have begun to discuss modifications to the operating agreement for DHL's U.S domestic network and the extension of services for DHL beyond March 30, 2015 when the CMI agreement becomes renewable. The CMI agreement could be renewed in a similar form or a new arrangement may be reached. We have no assurances that ABX will retain the same level of operations that it currently provides to DHL or that we will be able to achieve the current level of financial results.

#### *Other Activities*

The Company sells aircraft parts and provides aircraft maintenance and modification services primarily through its aircraft maintenance and repair business, Airborne Maintenance and Engineering Services, Inc. ("AMES"). The Company also provides services to the U.S. Postal Service ("USPS"), which mainly consists of sorting services at five USPS facilities. The Company also leases and maintains ground support equipment and provides facility maintenance services. Other activities also include the management of workers' compensation claims under an agreement with DHL, and gains from the reduction in employee post-retirement obligations.

External customer revenues from all other activities were \$20.5 million and \$37.1 million for the three and six month periods ending June 30, 2014, respectively, compared to \$14.5 million and \$28.1 million for the corresponding periods of 2013. Our revenue from AMES aircraft maintenance, USPS sort operations and facility maintenance each increased compared to the corresponding periods of 2013. The pre-tax earnings from other activities were \$4.1 million and \$7.1 million for the three and six month periods ending June 30, 2014, respectively, compared to \$2.6 million and \$4.8 million for the corresponding periods of 2013. Pre-tax earnings from other activities increased due to stronger revenues, particularly driven by AMES, offset by additional expenses for higher headcount levels, cost of parts sold and higher employee benefit costs for these businesses in 2014 compared to 2013. AMES's revenues and earnings often vary among quarters due the maintenance schedule of customers and the maintenance tasks completed during a period.

In 2013, the Company, as construction agent for the Clinton County Port Authority ("CCPA") in Wilmington, Ohio, began construction of a 100,000 square foot aircraft hangar facility adjacent to the existing aircraft maintenance facility currently utilized by AMES. Construction was primarily completed by the end of June 2014. While the current facility houses aircraft as large as the Boeing 767, the new facility provides AMES the capability of servicing aircraft as large as a Boeing 747-400 and the Boeing 777. The Company leases the facility from the CCPA and began to make related rent payments in 2014. We could incur incremental costs associated with the new hangar, including the costs of aircraft maintenance personnel, before the hangar is fully operational. Further, we will need to grow aircraft maintenance revenues utilizing the expanded hangar capabilities by expanding business with current customers and contracting with new customers. Our future operating results could be adversely impacted if anticipated revenues do not coincide with our costs of operating the new facility.

The Company has been providing mail sorting services to the USPS since September 2004. The contracts for three of the facilities we service were last renewed in 2012 and currently expire at the end of September, 2014. We understand that the USPS may be considering other alternatives for the mail volumes currently serviced at these locations. The contracts for some or all of these facilities may not be renewed.

#### *Discontinued Operations*

Pre-tax gains related to the former sorting operations were \$0.7 million for the first six months of 2014 compared to pre-tax losses of less than \$0.1 million for the corresponding period of 2013. The results of discontinued operations primarily reflect the effects of defined benefit pension plans for former employees that supported sort operations under a hub services agreement with DHL.

## Fleet Summary 2014

The Company's cargo aircraft fleet is summarized below as of June 30, 2014 (\$'s in thousands):

	ACMI Services	CAM	Total
<b>In-service aircraft</b>			
Aircraft owned			
Boeing 767-200	13	21	34
Boeing 767-300	5	—	5
Boeing 757-200	4	—	4
Boeing 757-200 Combi	4	—	4
Total	26	21	47
Carrying value			
			\$ 665,772
Operating lease			
Boeing 767-200	4	—	4
Boeing 767-300	2	—	2
Total	6	—	6
Carrying value			
			\$ 782
<b>Other aircraft</b>			
Boeing 767 available or staging for lease	—	4	4

As of June 30, 2014, ACMI Services leased 26 of its in-service aircraft internally from CAM. As of June 30, 2014, 13 of CAM's 21 Boeing 767-200 aircraft shown above were leased to DHL and operated by ABX. CAM leased the other eight Boeing 767-200 aircraft to external airlines.

Aircraft fleet activity during 2014, through June 30 is summarized below:

- CAM completed the modification of one Boeing 767-300 freighter aircraft and it is available for lease.
- CAM completed the modification of one Boeing 757 combi aircraft and leased the aircraft internally to ATI, which deployed the aircraft for the U.S. Military.
- CAM began to lease its only Boeing 767-200 passenger aircraft to an external airline.
- ABX returned two Boeing 767-200 freighter aircraft and ATI returned one Boeing 767-200 freighter aircraft and one Boeing 767-300 freighter aircraft to CAM. CAM leased one aircraft to an external customer and was preparing the other three for external customer leases.

As of June 30, 2014, the Company had Boeing 727 and DC-8 airframes and engines with a carrying value of \$1.0 million that were available for sale. This carrying value is based on fair market values less the estimated costs to sell the airframes, engines and parts.

### Expenses from Continuing Operations

Salaries, wages and benefits expense decreased \$1.1 million and \$1.3 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. While the number of airline employees declined 13% from June 30, 2013, the total level of headcount was unchanged. We have added staff for our USPS sort operations, facility maintenance operations and AMES, driven by additional revenues in these businesses since June of 2013.

Maintenance, materials and repairs expense decreased by \$1.8 million and increased by \$0.9 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. Maintenance expense decreased primarily due to three and two fewer airframe heavy checks performed during the three and six month periods ended June 30, 2014 compared to the corresponding periods of 2013. Aircraft maintenance

expenses can vary among periods due to the number of scheduled airframe maintenance checks and the scope of the checks that are performed.

Depreciation and amortization expense increased \$5.4 million and \$9.4 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. The increase in depreciation expense reflects the removal of the DC-8 combi aircraft from service, offset by incremental depreciation expense for two Boeing 767 aircraft and three Boeing 757 combi aircraft added to the in-service fleet since June 2013.

Fuel expense increased by \$1.6 million and decreased by \$0.5 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. Fuel expense reflects the costs of fuel to operate U.S. Military charters, reimbursable fuel billed to DHL and fuel used to position aircraft for service and for maintenance purposes. The decrease during 2014 compared to 2013 reflects our use of the more fuel efficient Boeing 757 combi aircraft instead of DC-8 combi aircraft and an increased level of reimbursable fuel for customers. The average cost per gallon of fuel decreased about 1.5% and 2.2% for the three and six month periods ending June 30, 2014, respectively, compared to the corresponding periods of 2013.

Rent expense increased by \$0.1 million and \$0.7 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. Rent expense increased primarily for building rents and aircraft simulator facilities for pilot training.

Travel expense decreased by \$0.4 million and \$0.5 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. The decrease reflects the lower level of employee headcount in the airlines and less international travel needed to support fewer international flight operations during 2014.

Landing and ramp expense increased by \$0.6 million and decreased by \$0.7 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. Landing and ramp fees can vary based on the flight schedules and the airports that are used in a period.

Insurance expense increased by \$0.2 million and decreased by \$0.1 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. While aircraft fleet insurance has declined as the DC-8 aircraft were retired, the cost of employee insurance has risen compared to 2013.

Other operating expenses increased by \$2.2 million and \$1.8 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. Other operating expenses include professional fees, navigational services, employee training, utilities and the cost of parts sold to customers. Other operating expenses increased compared to the corresponding periods of the previous year primarily due to additional parts sold to aircraft maintenance customers.

Interest expense decreased by \$0.1 million and increased by \$0.6 million during the three and six month periods ended June 30, 2014, respectively, compared to the corresponding periods of 2013. Interest expense decreased during the second quarter of 2014 compared to the second quarter of 2013 due to interest rates decreasing in the second quarter of 2014. Interest rates were 2.15% and 2.58% at June 30, 2014 and 2013, respectively. The higher interest expense for the six month period ended June 30, 2014 was primarily due to lower capitalized interest during the first six months of 2014 compared to 2013 and higher interest rates under the Senior Credit Agreement during the first three months of 2014. Capitalized interest was higher in 2013 while aircraft were undergoing the freighter modification process.

The Company recorded pre-tax net gains on derivatives of less than \$0.1 million and \$0.3 million during the three and six month periods ended June 30, 2014, respectively, compared to \$0.5 million and \$0.7 million during the corresponding periods of 2013, reflecting the impact of fluctuating market interest rates.

The provision for income taxes for interim periods is based on management's best estimate of the effective income tax rate expected to be applicable for the current year, plus any adjustments arising from changes in the estimated amount of taxable income related to prior periods. Income taxes recorded through June 30, 2014 have been estimated utilizing a 36.7% rate based upon year-to-date income and projected results for the full year. The final effective tax rate applied to 2014 will depend on the actual amount of pre-tax book income generated by the Company for the full year. The effective tax rate from continuing operations for the three and six month periods ended June 30, 2013 was 37.6% and 37.5%, respectively, based on projections of taxable income and tax deductions at that time.

As of December 31, 2013, the Company had operating loss carryforwards for U.S. federal income tax purposes of approximately \$97.5 million, which will begin to expire in 2024 if not utilized before then. We expect to utilize the loss carryforwards to offset federal income tax liabilities in the future. As a result, we do not expect to pay federal income taxes until 2016 or later. The Company may, however, be required to pay alternative minimum taxes and certain state and local income taxes before then. The Company's taxable income earned from international flights are primarily sourced to the United States under international aviation agreements and treaties. If we begin to operate in countries without such agreements, the Company could incur additional foreign income taxes.

## **FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES**

### ***Cash Flows***

Net cash generated from operating activities totaled \$55.4 million and \$48.0 million for the first six months of 2014 and 2013, respectively. Cash flows generated from operating activities increased in the first six months of 2014 compared to 2013 primarily due to lower contributions to pension plans and better operating profitability, offset by lower payments received from DHL and increased costs of inventory and billable work in process. Cash outlays for pension contributions were \$1.0 million in 2014 compared to \$9.7 million for the corresponding period of 2013.

Investing cash flows for the first half of 2014, included \$15.0 million to acquire a 25% interest in West Atlantic AB of Sweden. Cash payments for capital expenditures were \$23.5 million and included \$6.7 million for required heavy maintenance, \$5.3 million for construction of a new aircraft hangar, \$6.6 million for next generation navigation and communication modifications and \$4.9 million for other equipment, including purchases of aircraft engines and rotables. Capital spending for the first six months of 2013 was \$72.8 million and included \$61.5 million for the acquisition and modification of aircraft, \$6.6 million for required heavy maintenance, \$1.5 million for construction of the new aircraft hangar and \$3.2 million for other equipment costs.

Net cash used by financing activities was \$26.3 million for the first six months of 2014 compared to \$29.0 million of cash provided by financing activities in the corresponding period of 2013. During the first six months of 2014, we drew \$15.0 million from the revolving credit facility to fund the investment in West Atlantic AB and capital spending, and we made debt principal payments of \$44.3 million. During the first six months of 2013, we drew \$60.0 million from the revolving credit facility to fund capital expenditures as described above and we made debt principal payments of \$32.6 million. Additionally, \$3.1 million of the principal balance of the DHL promissory note was extinguished during the first six months of 2014 and 2013, respectively, pursuant to the CMI agreement with DHL.

### ***Commitments***

In July 2014, CAM entered into agreement to purchase two Boeing 767-300 freighters which are currently operated by ABX, under operating leases ending in 2015 and 2017, respectively. We expect CAM to complete the purchase in the third quarter of 2014. As part of the transaction, CAM also acquired an option to purchase another Boeing 767-300 freighter aircraft in 2015 and may lease it until then.

We estimate that capital expenditures for 2014 will be \$95 million for airframe and engine maintenance, hangar construction and other expenditures. Actual capital spending for any future period will be impacted by aircraft maintenance and modification processes and hangar construction. We expect to finance the capital expenditures from current cash balances, future operating cash flow and the Senior Credit Agreement.

### ***Liquidity***

The Company's Senior Credit Agreement is through a consortium of banks and includes an unsubordinated term loan of \$123.8 million and a revolving credit facility from which the Company has drawn \$173.0 million, net of repayments as of June 30, 2014. On May 6, 2014, the Company executed the third amendment to the Senior Credit Agreement (the "Third Credit Amendment"). The Third Credit Amendment extends the maturity of the term loan and revolving credit facility to May 6, 2019, provides for annual, one year extension options, provides for an accordion feature whereby the Company can draw up to an additional \$50 million subject to the lenders' consent, reduces the EBITDA based pricing, eases requirements for stock dividends and stock buybacks and reduces the collateral requirements. The Senior Credit Agreement is collateralized by the Company's fleet of Boeing 767 and 757 aircraft that are not collateralized under aircraft loans. Under the amended terms of the Senior Credit Agreement, the Company is required to maintain collateral coverage equal to 150% of the outstanding balances of the term loan and the maximum

capacity of the revolving credit facility or 175% of the outstanding balance of the term loan and the total funded revolving credit facility, whichever is less. The minimum collateral coverage which must be maintained is 50% of the outstanding balance of the term loan plus the revolving credit facility commitment of \$275 million. The Third Credit Amendment does not change the repayment terms of the Senior Credit Agreement. Beginning May 6, 2015, and each year thereafter through May 6, 2019, the Company may request a one year extension of the final maturity date, subject to the lenders' consent.

Under the Senior Credit Agreement, the Company is subject to covenants and warranties that are usual and customary, including among other things, limitations on certain additional indebtedness, guarantees of indebtedness, as well as a total debt to EBITDA ratio and a fixed charge coverage ratio. The Senior Credit Agreement stipulates events of default including unspecified events that may have a material adverse effect on the Company. If an event of default occurs, the Company may be forced to repay, renegotiate or replace the Senior Credit Agreement.

Additional debt or lower EBITDA may result in higher interest rates. Under the Senior Credit Agreement, interest rates are adjusted quarterly based on the prevailing LIBOR or prime rates and a ratio of the Company's outstanding debt level to earnings before interest, taxes, depreciation and amortization expenses ("EBITDA"). At the Company's current debt-to-EBITDA ratio, the unsubordinated term loan and the revolving credit facility both bear a variable interest rate of 2.15%.

At June 30, 2014, the Company had \$23.8 million of cash balances. The Company had \$91.8 million available under the revolving credit facility, net of outstanding letters of credit, which totaled \$10.2 million. As specified under the terms of ABX's CMI agreement with DHL, the \$4.7 million balance at June 30, 2014 of the unsecured note payable to DHL will be extinguished ratably without payment through March 31, 2015. We believe that the Company's current cash balances and forecasted cash flows provided from its operating agreements, combined with its Senior Credit Agreement, will be sufficient to fund operations, scheduled debt payments, required pension funding and planned capital expenditures for at least the next 12 months.

#### ***Off-Balance Sheet Arrangements***

As part of our ongoing business, we do not participate in transactions that generate relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities ("SPEs"), which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. As of June 30, 2014, we were not involved in any material unconsolidated SPE transactions.

Certain of our operating leases and agreements contain indemnification obligations to the lessor or one or more other parties that are considered usual and customary (e.g. use, tax and environmental indemnifications), the terms of which range in duration and are often limited. Such indemnification obligations may continue after the expiration of the respective lease or agreement. No amounts have been recognized in our financial statements for the underlying fair value of guarantees and indemnifications.

#### **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

"Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as certain disclosures included elsewhere in this report, are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to select appropriate accounting policies and make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingencies. In certain cases, there are alternative policies or estimation techniques which could be selected. On an ongoing basis, we evaluate our selection of policies and the estimation techniques we use, including those related to revenue recognition, post-retirement liabilities, bad debts, self-insurance reserves, valuation of spare parts inventory, useful lives, salvage values and impairment of property and equipment, income taxes, contingencies and litigation. We base our estimates on historical experience, current conditions and on various other assumptions that are believed to be reasonable under the circumstances. Those factors form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources, as well as for identifying and assessing our accounting treatment with respect to commitments and contingencies. Actual results may differ from these estimates under different assumptions or conditions.

There have been no material changes to our critical accounting policies and estimates from the information provided in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations-Critical Accounting Estimates included in our Annual Report on Form 10-K for the year ended December 31, 2013 except as described below.

In January 2014, the Company acquired a 25 percent equity interest in West Atlantic AB of Gothenburg, Sweden ("West"). The Company exercises significant influence but does not exercise control over West. Accordingly, the investment in West is accounted for using the equity method of accounting and is initially recognized at cost. The Company's share of West's income or loss is recognized in the consolidated statement of earnings and cumulative post-acquisition changes in the investment are adjusted against the carrying amount of the investment. The Company's carrying value of West is reflected in "Other Assets" in the Company's consolidated balance sheets.

For information regarding recently issued accounting pronouncements and the expected impact on our annual statements, see Note A "SUMMARY OF FINANCIAL STATEMENT PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES" in the accompanying notes to Condensed Consolidated Financial Statements included in Part II, Item 1 of this Form 10-Q.

### ***ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK***

The Company is exposed to market risk for changes in interest rates and changes in the price of jet fuel. The risk associated with jet fuel, however, is largely mitigated by reimbursement through the agreements with our customers.

No significant changes have occurred to the market risks the Company faces since information about those risks were disclosed in item 7A of the Company's 2013 Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 10, 2014.

### ***ITEM 4. CONTROLS AND PROCEDURES***

#### **(a) Evaluation of Disclosure Controls and Procedures**

As of June 30, 2014, the Company carried out an evaluation, under the supervision and with the participation of the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Based upon the evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective to ensure that information required to be disclosed by the Company in the reports filed or submitted by it under the Exchange Act is recorded, processed, summarized and reported within time periods specified in the Securities and Exchange Commission rules and forms and is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

#### **(b) Changes in Internal Controls**

There were no changes in internal control over financial reporting during the most recently completed fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II. OTHER INFORMATION

### ***ITEM 1. LEGAL PROCEEDINGS***

#### **Brussels Noise Ordinance**

The Brussels Instituut voor Milieubeheer ("BIM"), a governmental authority in the Brussels-Capital Region of Belgium that oversees the enforcement of environmental matters, imposed four separate administrative penalties on ABX in the approximate aggregate amount of €0.4 million (\$0.5 million) for numerous alleged violations of an ordinance limiting the noise caused by aircraft overflying the Brussels-Capital Region (which is located near the Brussels Airport) during the period from May 2009 through December 2010. ABX has exhausted its appeals with respect to all four of the administrative penalties.

The ordinance in question is controversial for the reason that it was adopted by the Brussels-Capital Region and is more restrictive than the noise limitations in effect in the Flemish Region, which is where the Brussels Airport is located. Numerous airlines have been levied fines under the ordinance, which is currently the subject of several court cases pending before the Belgian courts, including with respect to demands for payment. The Brussels government has suspended issuing demands for payment of the penalties pending the outcome of the litigation. ABX has yet to receive a demand for payment of the penalties.

#### **Other**

In addition to the foregoing matter, we are also currently a party to legal proceedings, including FAA enforcement actions, in various federal and state jurisdictions arising out of the operation of the Company's business. The amount of alleged liability, if any, from these proceedings cannot be determined with certainty; however, we believe that the Company's ultimate liability, if any, arising from the pending legal proceedings, as well as from asserted legal claims and known potential legal claims which are probable of assertion, taking into account established accruals for estimated liabilities, should not be material to our financial condition or results of operations.

### ***ITEM 1A. RISK FACTORS***

The Company faces risks that could adversely affect its condition or results of operations. Many of these risks are disclosed in Item 1A of the Company's 2013 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on March 10, 2014, and as discussed under the ACMI Services Segment of Results of Operations in Item 2 of Part 1 of this Report. Other risks that are currently unknown to management or are currently considered immaterial or unlikely, could also adversely affect the Company.

## **ITEM 6. EXHIBITS**

The following exhibits are filed with or incorporated by reference into this report.

- |         |   |
|---------|---|
| 10.1    | Form of Restricted Stock Unit Award Agreement under Air Transport Service Group, Inc. 2005 Amended and Restated Long-Term Incentive Plan. (1)   |
| 10.2    | Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement, dated May 6, 2014, by and among Cargo Aircraft Management, Inc., as Borrower, Air Transport Services Group, Inc., each of the Guarantors party thereto, each of the financial institutions party thereto as "Lenders", and SunTrust Bank, as Administrative Agent, filed herewith. |
| 31.1    | Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.  |
| 31.2    | Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.  |
| 32.1    | Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, filed herewith.   |
| 32.2    | Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, filed herewith.   |
| 101.INS | XBRL Instance Document  |
| 101.SCH | XBRL Taxonomy Extension Schema Document   |
| 101.CAL | XBRL Taxonomy Extension Calculation Linkbase Document   |
| 101.DEF | XBRL Taxonomy Extension Definition Linkbase Document  |
| 101.LAB | XBRL Taxonomy Extension Labels Linkbase Document  |
| 101.PRE | XBRL Taxonomy Extension Presentation Linkbase Document  |

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- (1) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 12, 2014.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly report on Form 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized.

AIR TRANSPORT SERVICES GROUP, INC.,  
a Delaware Corporation  
Registrant

/S/ JOSEPH C. HETE

Joseph C. Hete  
Chief Executive Officer (Principal Executive Officer)

Date: August 5, 2014

/S/ QUINT O. TURNER

Quint O. Turner  
Chief Financial Officer (Principal Financial Officer  
and Principal Accounting Officer)

Date: August 5, 2014

**THIRD AMENDMENT TO CREDIT AGREEMENT  
AND  
FIRST AMENDMENT TO GUARANTEE AND COLLATERAL AGREEMENT**

THIS THIRD AMENDMENT TO CREDIT AGREEMENT AND FIRST AMENDMENT TO GUARANTEE AND COLLATERAL AGREEMENT dated as of May 6, 2014 (this "Amendment"), by and among CARGO AIRCRAFT MANAGEMENT, INC., a Florida corporation (the "Borrower"), AIR TRANSPORT SERVICES GROUP, INC., a Delaware corporation ("Holdings"), each of the Guarantors party hereto, each of the financial institutions party hereto as "Lenders" and SUNTRUST BANK, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower, Holdings, the Lenders and the Administrative Agent are parties to that certain Credit Agreement dated as of May 9, 2011 (as amended from time to time prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the Borrower has requested certain amendments and other modifications to the Credit Agreement, including a modification of the Applicable Margin and an extension of the Final Maturity Dates; and

WHEREAS, the Lenders and the Administrative Agent are willing to amend or otherwise modify certain terms and provisions of the Credit Agreement and the Guarantee and Collateral Agreement, in each case on the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

**1. Defined Terms.** Capitalized terms which are used herein without definition and which are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

**2. Amendments to Credit Agreement.**

(a) Section 1.1. of the Credit Agreement is hereby amended by adding the following new definitions in the appropriate alphabetical order:

"Anniversary Date" shall mean the anniversary of the Closing Date as it occurs each year until the applicable Final Maturity Date.

"Collateral to Outstanding Loan Ratio" shall mean, at any time of determination, the ratio of (a) the aggregate appraised value of the Qualified Aircraft included in the Collateral Pool, as reasonably determined by the Administrative Agent by reference to the most recent Aircraft Appraisal delivered to the Administrative Agent to (b) the sum of (i) the aggregate Revolving Credit Exposure of all Lenders at the time of determination *plus* (ii) the outstanding principal amount of the Term Loans at the time of determination.

“Collateral to Total Exposure Ratio” shall mean, at any time of determination, the ratio of (a) the aggregate appraised value of the Qualified Aircraft included in the Collateral Pool, as reasonably determined by the Administrative Agent by reference to the most recent Aircraft Appraisal delivered to the Administrative Agent to (b) the sum of (i) the Revolving Credit Commitments of all Lenders at the time of determination *plus* (ii) the outstanding principal amount of the Term Loans at the time of determination.

“Commodity Exchange Act” shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended and in effect from time to time, and any successor statute.

“Excluded Swap Obligation” shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act at the time the Guaranty of such Guarantor becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

“Revolving Credit Exposure” shall mean, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Loans, Letter of Credit Exposure and Swingline Exposure.

“Third Amendment Effective Date” shall mean May 6, 2014.

“Swap Obligation” shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

(b) The Credit Agreement is hereby amended by deleting the defined terms “Applicable Margin”, “Change in Law”, “Collateral to Loan Value Ratio” “Eurodollar Base Rate”, “Obligations”, “Revolving Facility Final Maturity Date”, “Sanctioned Entity”, “Sanctioned Person” and “Term Facility Final Maturity Date” in Section 1.1. thereof and substituting in lieu thereof the following defined terms, respectively:

“Applicable Margin” shall mean, for each Type and Class of Loan, the rate per annum set forth under the relevant column heading and opposite the relevant category below:

Level	Total Leverage Ratio	Applicable Margin for Eurodollar Rate Loans	Applicable Margin for Base Rate Loans	Commitment Fee for Revolver
I	Greater than or equal to 2.50x	2.25%	1.25%	0.35%
II	Less than 2.50x but greater than or equal to 2.00x	2.00%	1.00%	0.30%
III	Less than 2.00x but greater than or equal to 1.50x	1.75%	0.75%	0.25%
IV	Less than 1.50x but greater than or equal to 1.00x	1.50%	0.50%	0.20%
V	Less than 1.00x	1.25%	0.25%	0.20%

For the purposes hereof, changes in the Applicable Margin resulting from changes in the Total Leverage Ratio shall become effective on the date (the “Adjustment Date”) that is three Business Days after the date on which financial statements are delivered to the Lenders pursuant to Section 8.1 and shall remain in effect until the next change to be effected pursuant to this paragraph; provided, that the foregoing is subject in all events to the last paragraph of Section 8.1(c). If any financial statements referred to above are not delivered within the time periods specified in Section 8.1, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the table above shall apply. Each determination of the Total Leverage Ratio pursuant to the above table shall be made in a manner consistent with the determination thereof pursuant to Section 9.13. Notwithstanding the foregoing, the Applicable Margin from the Third Amendment Effective Date until the third Business Day after the Borrower delivers the required financial statements under Section 8.1 for the Fiscal Quarter ending June 30, 2014 shall be at Level II.

“Change in Law” shall mean (i) the adoption of any applicable law, rule or regulation after the date of this Agreement, (ii) any change in any applicable law, rule or regulation, or any change in the interpretation, implementation or application thereof, by any Governmental Authority after the date of this Agreement, or (iii) compliance by any Lender (or its applicable lending office) or the Letter of Credit Issuer (or, for purposes of Section 2.10, by the Parent Company of such Lender or the Letter of Credit Issuer, if applicable) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that for purposes of this Agreement, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Eurodollar Base Rate” shall mean, with respect to each Interest Period for a Eurodollar Rate Loan, the rate *per annum* equal to the London interbank offered rate for deposits in Dollars appearing on Reuters screen page LIBOR 01 (or on any successor or substitute page of such service or any successor to such service, or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) at approximately 11:00 A.M. (London time) two (2) Business Days prior to the first day of such Interest Period, with a maturity comparable to such Interest Period; *provided*, that if the rate referred to in above is not available at any such time for any reason, then the rate referred to above shall instead be the interest rate *per annum*, as determined by the Administrative Agent, to be the arithmetic average of the rates *per annum* at which deposits in Dollars in an amount equal to the amount of such Eurodollar Rate Loan are offered by major banks in the London interbank market to the Administrative Agent at approximately 11:00 A.M. (London time), two (2) Business Days prior to the first day of such Interest Period.

“Obligations” shall mean the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or to any Lender (or, in the case of Specified Hedge Agreements, any Lender Affiliate), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under or pursuant to this Agreement, any other Credit Document, the Letters of Credit or any Specified Hedge Agreement whether on account of principal, interest, Reimbursement Obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise; provided, however, that with respect to any Guarantor, the Obligations shall not include any Excluded Swap Obligations.

“Revolving Facility Final Maturity Date” shall mean May 6, 2019, or such later date to which the Revolving Facility Final Maturity Date may be extended pursuant to the terms hereof or, if earlier, the date on which the Revolving Commitments are terminated pursuant to Section 10 hereof.

“Sanctioned Country” shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>, or as otherwise published from time to time.

“Sanctioned Person” shall mean (i) a Person named on the list of “Specially Designated Nationals and Blocked Persons” maintained by OFAC available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or as otherwise published from time to time, or (ii) (A) an agency of the government of a Sanctioned Country, (B) an organization controlled by a Sanctioned Country, or (C) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

“Term Facility Final Maturity Date” shall mean May 6, 2019, or such later date to which the Term Facility Final Maturity Date may be extended pursuant to the terms hereof

or, if earlier, the date on which the Term Loans are declared immediately due and payable pursuant to Section 10 hereof.

(c) The Credit Agreement is further amended by deleting the parenthetical immediately following the reference to “\$50,000,000” contained in Section 2.14(a) thereof in its entirety and substituting in lieu thereof the following:

“(exclusive of any Incremental Revolving Commitments provided by the Lenders prior to the Third Amendment Effective Date)”.

(d) The Credit Agreement is hereby further amended by deleting clause (c) in Section 2.10 thereof in its entirety and substituting in lieu thereof the following new clause (c):

“(c) If any Lender or the Letter of Credit Issuer shall have determined that on or after the Closing Date any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender’s or the Letter of Credit Issuer’s capital (or on the capital of the Parent Company of such Lender or the Letter of Credit Issuer) as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender, the Letter of Credit Issuer or such Parent Company could have achieved but for such Change in Law (taking into consideration such Lender’s or the Letter of Credit Issuer’s policies or the policies of such Parent Company with respect to capital adequacy and liquidity), then, from time to time, such Lender or the Letter of Credit Issuer may provide the Borrower (with a copy thereof to the Administrative Agent) with written notice and demand with respect to such reduced amounts, and within fifteen (15) days after receipt of such notice and demand the Borrower shall pay to such Lender or the Letter of Credit Issuer, as the case may be, such additional amounts as will compensate such Lender, the Letter of Credit Issuer or such Parent Company for any such reduction suffered. A certificate of such Lender or the Letter of Credit Issuer setting forth the amount or amounts necessary to compensate such Lender, the Letter of Credit Issuer or the Parent Company of such Lender or the Letter of Credit Issuer, as the case may be, specified in this Section shall be delivered to the Borrower (with a copy to the Administrative Agent) and shall be conclusive, absent manifest error. Failure or delay on the part of any Lender or the Letter of Credit Issuer to demand compensation pursuant to this Section shall not constitute a waiver of such Lender’s or the Letter of Credit Issuer’s right to demand such compensation.”

(e) The Credit Agreement is hereby further amended by adding the following new Section 2.16 thereto:

**“2.16. Extension of Final Maturity Date**

(a) At least 45 days but not more than 65 days prior to the first, second, third and fourth Anniversary Date, provided that all of the conditions set forth in Section 6.2(a), (b) and (c) have been met in each case, the Borrower, by written notice to the Administrative Agent, may request an extension of the Term Facility Final Maturity Date and/or the Revolving Facility Final Maturity Date in effect at such time by one calendar year from the then scheduled applicable Final Maturity Date. The Administrative Agent shall promptly

notify each Lender holding the applicable Class of Loans and Commitments of such request (including the amount of any fees to be paid such Lenders for such proposed extension, the amortization of the Term Loans following the Extension Date and any other terms applicable to such proposed extension not otherwise in contravention of the express terms and provisions this Agreement), and each such Lender shall in turn, in its sole discretion, at least 20 days but not more than 30 days prior to the applicable Anniversary Date, notify the Borrower and the Administrative Agent in writing as to whether such Lender will consent to such extension. If any Lender holding the applicable Class of Loans and Commitments shall fail to notify the Administrative Agent and the Borrower in writing of its consent to any such request for extension of the applicable Final Maturity Date by the 20<sup>th</sup> day prior to the applicable Anniversary Date, such Lender shall be deemed to be a Non-Consenting Lender (as defined below) with respect to such request. The Administrative Agent shall notify the Borrower not later than the 20<sup>th</sup> day prior to the applicable Anniversary Date of the decision of the Lenders holding the applicable Class of Loans and Commitments regarding the Borrower's request for an extension of the applicable Final Maturity Date.

(b) If all of the Lenders holding the applicable Class of Loans and Commitments consent in writing to any such request in accordance with subsection (a) of this Section 2.16, the applicable Final Maturity Date shall, effective as at such next Anniversary Date (the "Extension Date"), be extended for one calendar year from the then scheduled applicable Final Maturity Date; provided that on the Extension Date, no Default or Event of Default shall have occurred and be continuing, or shall occur as a consequence thereof. If Lenders holding at least 66 2/3% in interest of the Term Loans and/or Revolving Commitments (as applicable) at such time consent in writing to any such request in accordance with subsection (a) of this Section 2.16, the applicable Final Maturity Date in effect at such time shall, effective as at the applicable Extension Date, be extended as to those Lenders that so have consented (each a "Consenting Lender") but shall not be extended as to any other Lender (each a "Non-Consenting Lender"). To the extent that the applicable Final Maturity Date is not extended as to any Lender holding the applicable Class of Loans and Commitments pursuant to this Section 2.16 and the applicable Class of Commitments and Loans of such Lender is not assumed in accordance with subsection (c) of this Section 2.16 on or prior to the applicable Extension Date, (i) the applicable Class of Commitments and/or Loans of such Non-Consenting Lender shall automatically terminate in whole on such unextended applicable Final Maturity Date (such unextended Final Maturity Date, the "Termination Date") without any further notice or other action by the Borrower, such Lender or any other Person, and in the case of a Non-Consenting Lender holding a Revolving Commitment that is not extended, the Letter of Credit Exposure and Swingline Exposure of such Non-Consenting Lender will automatically be reallocated (effective on the Termination Date) among the Consenting Lenders pro rata in accordance with their respective Revolving Commitments that are extended; provided that the sum of each such Consenting Lender's total Revolving Credit Exposure may not in any event exceed the Revolving Commitment of such Consenting Lender as in effect at the time of such reallocation; provided, further, that, to the extent that any portion (the "unreallocated portion") of the Letter of Credit Exposure and Swingline Exposure of any Non-Consenting Lender cannot be so reallocated for any reason, the Borrower will, not later than two (2) Business Days after demand by the Administrative Agent (at the direction of the Letter of Credit Issuer and/or the Swingline Lender), (x) Cash Collateralize the obligations of the Borrower to the Letter of Credit Issuer or Swingline Lender in respect of such Letter of Credit Exposure or Swingline Exposure, as the case may be, in an amount equal to the aggregate amount of the unreallocated portion

of the Letter of Credit Exposure and Swingline Exposure of such Non-Consenting Lender, or (y) in the case of such Swingline Exposure, prepay and/or Cash Collateralize in full the unallocated portion thereof, or (z) make other arrangements satisfactory to the Administrative Agent, the Letter of Credit Issuer and the Swingline Lender in their sole discretion to protect them against the risk of non-payment by such Non-Consenting Lender; (ii) notwithstanding anything contained in this Agreement to the contrary, including Section 5.3 and 12.6, such Non-Consenting Lender shall have received from the Borrower the aggregate principal amount of, and any interest accrued and unpaid to the unextended applicable Final Maturity Date, the outstanding applicable Class of Loans, if any, of such Non-Consenting Lender *plus* any accrued but unpaid commitment fees owing to such Non-Consenting Lender as of such date and all other amounts payable hereunder to such Non-Consenting Lender; and (iii) such Non-Consenting Lender's rights under Sections 2.10, 2.11 and 12.1 and its obligations under Section 12.8, shall survive the applicable Final Maturity Date for such Lender as to matters occurring prior to such date. It is understood and agreed that no Lender shall have any obligation whatsoever to agree to any request made by the Borrower for any requested extension of any Final Maturity Date.

(c) If Lenders holding at least 66 2/3% of the Term Loans and/or Revolving Commitments (as applicable) at any time consent to any such request pursuant to subsection (a) of this Section 2.16, the Borrower may arrange for one or more Consenting Lenders or, to the extent that the Consenting Lenders decline to assume any Non-Consenting Lender's Commitment and/or Loans, Incremental Lenders reasonably acceptable to the Administrative Agent (each such Incremental Lender that accepts an offer to assume a Non-Consenting Lender's Commitment and/or Loan as of the applicable Extension Date being an "Assuming Lender") to assume, effective as of the Extension Date, any Non-Consenting Lender's Term Loans or Revolving Commitments (as applicable) and all of the obligations of such Non-Consenting Lender under this Agreement thereafter arising, without recourse to or warranty by, or expense to, such Non-Consenting Lender; provided, however, that if the Borrower makes an offer to any Consenting Lender to assume any Non-Consenting Lender's Loans or Revolving Commitments (as applicable), the Borrower shall make such offer to all Consenting Lenders on a pro rata basis based on their respective Term Loans and/or Revolving Commitments (as applicable) and such Non-Consenting Lender's Term Loans and/or Revolving Commitments (as applicable) shall be allocated among those Consenting Lenders which accept such offer on a pro rata basis based on their respective Term Loans and/or Revolving Commitments (as applicable); provided further that:

(i) any such Consenting Lender or Assuming Lender shall have paid to such Non-Consenting Lender (A) the aggregate principal amount of, and any interest accrued and unpaid to the effective date of the assignment on, the outstanding assumed Loans, if any, of such Non-Consenting Lender *plus* (B) any accrued but unpaid commitment fees owing to such Non-Consenting Lender as of the effective date of such assignment;

(ii) all additional cost reimbursements, expense reimbursements and indemnities payable to such Non-Consenting Lender, and all other accrued and unpaid amounts owing to such Non-Consenting Lender hereunder, as of the effective date of such assignment shall have been paid to such Non-Consenting Lender; and

(iii) with respect to any such Assuming Lender, the applicable processing and recordation fee required under Section 12.4 for such assignment shall have been paid;

provided further that such Non-Consenting Lender's rights under Sections 2.10, 2.11 and 12.1 and its obligations under Section 12.8, shall survive such substitution as to matters occurring prior to the date of substitution. At least three Business Days prior to any Extension Date, (A) each such Assuming Lender, if any, shall have delivered to the Borrower and the Administrative Agent an assumption agreement, in form and substance satisfactory to the Borrower and the Administrative Agent (an "Assumption Agreement"), duly executed by such Assuming Lender, such Non-Consenting Lender, the Borrower and the Administrative Agent (B) any such Consenting Lender shall have delivered confirmation in writing satisfactory to the Borrower and the Administrative Agent as to the increase in the amount of its Commitment and (C) each Non-Consenting Lender being replaced pursuant to this Section 2.16 shall have delivered to the Administrative Agent any note or notes held by such Non-Consenting Lender. Upon the payment or prepayment of all amounts referred to in clauses (A), (B) and (C) of the immediately preceding sentence, each such Consenting Lender or Assuming Lender, as of the Extension Date, will be substituted for such Non-Consenting Lender under this Agreement and shall be a Lender for all purposes of this Agreement, without any further acknowledgment by or the consent of the other Lenders, and the obligations of each such Non-Consenting Lender hereunder shall, by the provisions hereof, be released and discharged.

(d) If all of the Lenders holding the applicable Class of Commitments and/or Loans (as applicable) (after giving effect to any assignments pursuant to subsection (b) of this Section 2.16) consent in writing to the requested extension (whether by execution or delivery of an Assumption Agreement or otherwise) not later than one Business Day prior to such Extension Date, the Administrative Agent shall so notify the Borrower, and, so long as no Default or Event of Default shall have occurred and be continuing as of such Extension Date, or shall occur as a consequence thereof, the applicable Final Maturity Date then in effect shall be extended for the additional one year period described in subsection (a) of this Section 2.16, and all references in this Agreement and in the other Loan Documents, if any, to the "Term Facility Final Maturity Date" or the "Revolving Facility Final Maturity Date", as applicable, shall, with respect to each Consenting Lender and each Assuming Lender for such Extension Date, refer to the Term Facility Final Maturity Date or the Revolving Facility Final Maturity Date, as applicable, as so extended. Promptly following each Extension Date, the Administrative Agent shall notify the Lenders (including, without limitation, each Assuming Lender) of the extension of the scheduled applicable Final Maturity Date in effect immediately prior thereto.

(e) Any extended Loans and/or Revolving Commitments under this Section shall be established pursuant to an amendment (an "Extension Amendment") to this Agreement (which notwithstanding anything to the contrary set forth in Section 12.12, shall not require the consent of any Lender other than the Consenting Lenders and the Assuming Lenders with respect to the extended Loans and/or Revolving Commitments established thereby) executed by the Credit Parties, the Administrative Agent and the Consenting Lenders and the Assuming Lenders. In connection with any Extension Amendment, the Borrower shall deliver an opinion of counsel reasonably acceptable to the Administrative Agent as to the enforceability of such Extension Amendment, this Agreement as amended

thereby and such other customary matters as reasonably requested by the Administrative Agent, and such of the other Credit Documents (if any) as may be amended or replaced thereby. Notwithstanding anything to the contrary set forth in Section 12.12, the Administrative Agent is expressly permitted to amend the Loan Documents through the Extension Amendment to the extent necessary to give effect to any extension pursuant to this Section and mechanical changes necessary or advisable in connection therewith.

(f) This Section 2.16 shall supersede any provisions in Section 12.12 to the contrary. For the avoidance of doubt, any of the provisions of this Section 2.16 may be amended with the consent of the Required Lenders; provided that no such amendment shall require any Lender to provide any requested extension of any Final Maturity Date without its prior written consent.

(f) The Credit Agreement is hereby further amended by deleting clause (a)(ii) of Section 5.2 thereof in its entirety and substituting in lieu thereof the following:

“(ii) The Borrower shall be required to repay the principal amount of the Term Loans on the last day of March, June, September and December of each year and on the Term Facility Final Maturity Date, commencing June 30, 2012 (each such repayment, a “Term Loan Scheduled Repayment”), each such installment on any such date to be in the amount set forth below opposite such date:

<u>Date</u>	<u>Installment Amount</u>
June 30, 2012	\$1,875,000
September 30, 2012	\$1,875,000
December 31, 2012	\$1,875,000
March 31, 2013	\$1,875,000
June 30, 2013	\$3,750,000
September 30, 2013	\$3,750,000
December 31, 2013	\$3,750,000
March 31, 2014	\$3,750,000
June 30, 2014	\$3,750,000
September 30, 2014	\$3,750,000
December 31, 2014	\$3,750,000
March 31, 2015	\$3,750,000
June 30, 2015	\$3,750,000
September 30, 2015	\$3,750,000
December 31, 2015	\$3,750,000
March 31, 2016	\$3,750,000
June 30, 2016	\$3,750,000
September 30, 2016	\$3,750,000
December 31, 2016	\$3,750,000
March 31, 2017	\$3,750,000
June 30, 2017	\$3,750,000
September 30, 2017	\$3,750,000
December 31, 2017	\$3,750,000
March 31, 2018	\$3,750,000
June 30, 2018	\$3,750,000
September 30, 2018	\$3,750,000
December 31, 2018	\$3,750,000
March 31, 2019	\$3,750,000
Term Facility Final Maturity Date	All amounts outstanding in respect of the Term Loans”

If the Term Facility Final Maturity Date is extended pursuant to Section 2.16, the Borrower shall continue to repay the principal amount of the Term Loans on the last day of March, June, September and December of each year (commencing with June 30, 2019) in equal installments of \$3,750,000 each until the then extended Term Facility Final Maturity Date, at which time all amounts outstanding in respect of the Term Loans shall be due and payable.

(g) The Credit Agreement is hereby further amended by deleting the first paragraph of Section 6.2 thereof in its entirety and substituting in lieu thereof the following:

“The obligation of the Lenders to make each Loan hereunder, and the obligation of the Letter of Credit Issuer to issue Letters of Credit hereunder, is subject, at the time of each

such Credit Event, to the satisfaction of the conditions that at the time of each Credit Event and also after giving effect thereto, (a) there shall exist no Default or Event of Default, (b) all representations and warranties contained herein or in the other Credit Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Credit Event (except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representation and warranty shall have been true and correct in all material respect as of such earlier date), (c) the Borrower shall have delivered a certificate to the Administrative Agent demonstrating compliance on a *pro forma* basis after giving effect to the proposed Credit Event with covenants set forth in Section 9.14 and Section 9.15 (without giving effect to the cure periods in such Sections), which certification shall include the following information in form and content reasonably acceptable to the Administrative Agent: a schedule of all Aircraft then included in the Collateral Pool, the most recent appraised value of such Aircraft, the location of such Aircraft and an indication of whether any such Aircraft is then subject to any lease and (d) since December 31, 2010, there shall have been no event, change, condition or occurrence that has had, or could reasonably be expected to have, a Material Adverse Effect.”

(h) The Credit Agreement is hereby further amended by deleting the first paragraph of clause (c) of Section 8.1 thereof and substituting in lieu thereof the following:

“At the time of the delivery of the financial statements provided for in Section 8.1 (a) and (b), a certificate of the chief financial officer or treasurer of Holdings, substantially in the form of Exhibit J (a “Compliance Certificate”), to the effect that no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof and any proposed action with respect thereto, which Compliance Certificate shall set forth the calculations required to establish (x) the Total Leverage Ratio, the Fixed Charge Coverage Ratio and the Consolidated EBITDA then in effect for the Test Period ending on the last day of such fiscal period or year and (y) the Collateral to Outstanding Loan Ratio, the Collateral to Total Exposure Ratio and the minimum Collateral requirements under Section 9.15 as of such date. The Compliance Certificate shall also state whether any change in GAAP or the application thereof has occurred since the date of the audited financial statements described in Section 7.9(b), and, if any change has occurred, specifying the effect of such change on the financial statements accompanying such Compliance Certificate. If, as a result of any change in accounting principles and policies from those used in the preparation of the financial statements of Holdings described in Section 7.9(b), the consolidated financial statements of Holdings and its Subsidiaries delivered pursuant to clauses (a) and (b) immediately above will differ in any material respect from the consolidated financial statements that would have been delivered pursuant to such clauses had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to Administrative Agent”.

(i) The Credit Agreement is hereby further amended by deleting Section 7.24 in its entirety and substituting in lieu thereof the following:

“Section 7.24 OFAC. Neither any Credit Party nor any of its Subsidiaries or Affiliates (i) is a Sanctioned Person, (ii) has any of its assets in Sanctioned Countries, or

(iii) derives any of its operating income from investments in, or transactions with, Sanctioned Persons or Sanctioned Countries. No part of the proceeds of any Loans hereunder will be used directly or indirectly to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Person or a Sanctioned Country or for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended and in effect from time to time.”

(j) The Credit Agreement is hereby further amended by adding the following sentence at the end of clause (h) of Section 8.1 thereof:

“Without limiting the foregoing, the Borrower shall cause to be delivered to the Administrative Agent an additional current Aircraft Appraisal during any calendar year as soon as practicable following a request therefor by the Administrative Agent, but in no event, later than 90 days after such request.”

(k) The Credit Agreement is hereby further amended by deleting the words “Sanctioned Entity” at the end of Section 8.9 thereof in and substituting in lieu thereof the words “Sanctioned Country”.

(l) The Credit Agreement is hereby further amended by deleting Section 8.10 thereof in its entirety and substituting in lieu thereof the following:

“Section 8.10 Collateral Pool; Release of Aircraft; Additional Guarantees.

(a) The Aircraft set forth on Annex 8.10 shall be included in the Collateral Pool as of the Closing Date.

(b) If after the Closing Date the Borrower desires to (or is required to pursuant to Section 9.14 or Section 9.15) include additional Aircraft into the Collateral Pool, the Borrower shall provide the Administrative Agent with prior written notice thereof, which such notice shall reasonably identify such Aircraft and shall include a certification that such Aircraft is a Qualified Aircraft. No Aircraft shall be admitted into the Collateral Pool until the Borrower shall have delivered, or caused to be delivered, each of the following, in form and substance satisfactory to the Administrative Agent:

(i) an Aircraft Appraisal with respect to such Aircraft;

(ii) a supplement or amendment to the Guarantee and Collateral Agreement and other Security Documents as the Administrative Agent reasonably requests (including, without limitation, security documents to be filed with the FAA or other applicable Aviation Authority) in order to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in such Aircraft;

(iii) a legal opinion in substantially the form of Exhibit F-3 with respect to such Aircraft; and

(iv) take all actions reasonably requested by the Administrative Agent to grant to the Administrative Agent, for the benefit of the Lenders, a perfected

security interest in such property having the priority required by the Guarantee and Collateral Agreement, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Administrative Agent (including, in the case of Qualified Aircraft included in the Collateral Pool, security documents to be filed with the FAA or other applicable Aviation Authority).

(c) From time to time the Borrower may request, upon not less than 15 Business Days prior written notice to the Administrative Agent (or such shorter period as may be acceptable to the Administrative Agent), that a Qualified Aircraft included in the Collateral Pool be released from the Liens created by the Security Documents applicable thereto, which release (the “Aircraft Release”) shall be effected by the Administrative Agent if the Administrative Agent determines all of the following conditions are satisfied as of the date of such Aircraft Release:

(i) No Default or Event of Default exists or will exist immediately after giving effect to such Aircraft Release and the reduction in the Collateral Pool by reason of the release of such Aircraft;

(ii) all representations and warranties contained herein shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Aircraft Release (except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representation and warranty shall have been true and correct in all material respect as of such earlier date); and

(iii) the Administrative Agent shall have received a pro forma Compliance Certificate demonstrating, among other things, compliance with the covenants set forth in Section 9.12, Section 9.13, Section 9.14 and Section 9.15, after giving effect to the Aircraft Release.

Except as set forth in this Section 8.10(c) and Section 8.10(d), no Qualified Aircraft included in the Collateral Pool shall be released from the Liens created by the Security Documents.

(d) Without limiting the foregoing, and notwithstanding anything to the contrary in this Section 8.10 or otherwise, any Aircraft proposed by the Borrower to be added or released from the Collateral Pool pursuant to this Section 8.10 shall be subject to the approval of the Administrative Agent (which approval shall be in the reasonable discretion of the Administrative Agent). The Borrower shall provide the Administrative Agent with such information regarding the subject Aircraft proposed to be added or released, as the case may be, as the Administrative Agent may reasonably request.

(e) With respect to any new Domestic Subsidiary created or acquired by any Credit Party after the Closing Date, the Borrower shall promptly (i) cause such new Domestic Subsidiary (A) to become a party to the Guarantee and Collateral Agreement and (B) to deliver to the Administrative Agent a certificate of such Subsidiary, substantially in the form of Exhibit G, with appropriate insertions and attachments, and (ii) if reasonably requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to

the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.”

(m) The Credit Agreement is hereby further amended by deleting clause (a)(iii) of Section 9.7 thereof in its entirety and substituting in lieu thereof the following:

“(iii) Holdings may pay cash Dividends to the holders of its common stock after the Closing Date; provided that (w) no Default or Event of Default is then in existence or would result from such payment of Dividends, (x) after giving effect to the payment of such Dividends and any related Borrowing, the Total Leverage Ratio of Holdings is less than 2.50 to 1.00 for the Test Period ending on, or most recently ended prior to, the proposed making of such Dividend payment, such compliance determined on a *pro forma* basis as if such Borrowing and such Dividend payments occurred on the first day of such Test Period, (y) after giving effect to such payment of Dividends and any related Borrowing, Holdings and its Subsidiaries shall be in compliance with Section 9.12, Section 9.13, Section 9.14 and Section 9.15, such compliance determined on a *pro forma* basis giving effect to such Borrowing and such Dividend payments and (z) the aggregate amount of all cash Dividends paid under this clause (iii) shall not exceed \$50,000,000 in any Fiscal Year of Holdings; and”

(n) The Credit Agreement is hereby further amended by deleting Section 9.14 thereof in its entirety and substituting in lieu thereof the following:

“Section 9.14 Collateral Ratios. Holdings will not at any time permit (a) the Collateral to Total Exposure Ratio to be less than 1.50 to 1.00 or (b) the Collateral to Outstanding Loan Ratio to be less than 1.75 to 1.00; provided, however, that the ratio described under clause (a) or (b) immediately above, whichever is the lesser of the two ratios at the time of determination, shall be the ratio that is tested at such time pursuant to this Section 9.14; provided, further, that, if Holdings shall fail to maintain the Collateral to Total Exposure Ratio or the Collateral to Outstanding Loan Ratio (whichever is then applicable) as set forth in this Section, the Borrower shall as soon as reasonably practicable, but not in any event later than 45 days after the occurrence of such failure, cause one or more Qualified Aircraft to be admitted to the Collateral Pool in order to cause Holdings to be in compliance with this Section 9.14 (such compliance to be both at the time of the initial determination requiring curative action under this Section 9.14 and immediately after giving effect to the addition of such Qualified Aircraft).”

(o) The Credit Agreement is hereby further amended by adding a new Section 9.15 thereto as follows:

“Section 9.15 Minimum Collateral. Holdings will not at any time permit the Collateral to Total Exposure Ratio to be less than 0.50 to 1.00; provided, however, that if Holdings shall fail to maintain the Collateral to Total Exposure Ratio as set forth in this Section 9.15, the Borrower shall as soon as reasonably practicable, but not in any event later than 45 days after the occurrence of such failure, cause one or more Qualified Aircraft to be admitted to the Collateral Pool in order to cause Holdings to be in compliance with this Section 9.15 (such compliance to be both at the time of the initial determination requiring curative action under this Section 9.15 and immediately after giving effect to the addition of such Qualified Aircraft).”

(p) The Credit Agreement is hereby further amended by adding a new Section 9.16 thereto as follows:

“Section 9.16 Government Regulation. Holdings will not, and will not permit any of its Subsidiaries to, (a) be or become subject at any time to any law, regulation or list of any Governmental Authority of the United States (including, without limitation, the OFAC list) that prohibits or limits the Lenders or the Administrative Agent from making any advance or extension of credit to the Borrower or from otherwise conducting business with the Credit Parties, or (b) fail to provide documentary and other evidence of the identity of the Credit Parties as may be requested by the Lenders or the Administrative Agent at any time to enable the Lenders or the Administrative Agent to verify the identity of the Credit Parties or to comply with any applicable law or regulation, including, without limitation, Section 326 of the Patriot Act at 31 U.S.C. Section 5318.”

(q) The Credit Agreement is hereby further amended by adding the following sentence at the end of Section 10.13 thereof:

“Notwithstanding the foregoing, no amount received from any Guarantor (including any proceeds of any sale of, or other realization upon, all or any part of the Collateral owned by such Guarantor) shall be applied to any Excluded Swap Obligation of such Guarantor.

(r) The Credit Agreement is hereby further amended by deleting Exhibit J thereto and substituting in lieu thereof Exhibit J attached hereto as Exhibit 1.

#### **1. Amendments to Guarantee and Collateral Agreement.**

(a) The Guarantee and Collateral Agreement is hereby amended by deleting the defined term “Obligations” in Section 1 thereof and substituting in lieu thereof the following defined term:

“Obligations”: (i) in the case of the Borrower, the Borrower Obligations and (ii) in the case of each Guarantor, its Guarantor Obligations; provided, however, that “Obligations” shall not include any Excluded Swap Obligations.

(b) The Guarantee and Collateral Agreement is hereby further amended by adding the following new Section 8.18 at the end of such agreement:

#### “8.18. Keepwell.

(a) Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Credit Party to honor all of its obligations under this Agreement in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect

until this Agreement has been terminated pursuant to Section 2.1(d). Each Qualified ECP Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Credit Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(b) For purposes of this Section 26, “Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Credit Party that has total assets exceeding \$10,000,000 at the time the relevant Guaranty or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.”

**2. Conditions Precedent to Effectiveness.** The effectiveness of this Amendment is subject to the truth and accuracy of the warranties and representations set forth in Sections 5 and 6 below and receipt by the Administrative Agent of each of the following, each of which shall be in form and substance satisfactory to Administrative Agent:

(a) This Amendment, duly executed and delivered by the Borrower, Holdings, each other Guarantor, the Lenders and the Administrative Agent;

(b) A certificate of the Borrower dated as of the date hereof signed by an Authorized Officer of the Borrower certifying, before and after giving effect to the amendments contemplated by this Amendment (i) the representations and warranties contained in Section 7 of the Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date and (ii) no Default or Event of Default exists before or after giving effect to the amendments contemplated by this Amendment;

(c) A Reaffirmation of Obligations Under Credit Documents (the “Reaffirmation”) duly executed by each Credit Party, in the form of Exhibit 2 attached hereto

(d) A legal opinion addressed to the Administrative Agent and each of the Lenders from Vorys, Sater, Seymour and Pease LLP, Greenberg Traurig and Fennemore Craig Jones Vargas, counsel to the Borrower and Holdings, which opinion shall be dated as of the date hereof and covering such matters relating to the Borrower, Holdings, this Amendment, and the transactions contemplated hereby as the Administrative Agent or the Lenders shall reasonably request;

(e) A certificate, dated as of the date hereof, signed by the Secretary of each Credit Party in the form of Exhibit 3 attached hereto (together with certifications as to incumbency and signatures of such officers) with appropriate insertions and deletions, together with (i) copies of the articles or certificate of incorporation, the limited liability company agreement, the partnership agreement, any certificate of designation, the by-laws, or other organizational documents of each such Credit Party (or certifications from the applicable Credit Party that such documents have not been amended or otherwise modified in any way since the date such documents were delivered to the Administrative Agent at the closing of the Credit Agreement), (ii) the resolutions, or such other administrative approval, of each such Credit Party referred to in such certificate in respect of the authorization and approval of the transactions contemplated by this

Amendment and (iii) in the case of the certificate delivered by the Borrower, a statement that (1) all of the applicable conditions set forth in this Section 4 have been satisfied as of such date and (2) since December 31, 2013, there has not been any change, effect, event, occurrence, state of facts or development that has had or could reasonably be expected to have a Material Adverse Effect;

(f) Certified copies of all consents, approvals, authorizations, registrations and filings and orders required or advisable to be made or obtained under applicable law, if any, or by any Contractual Obligation of each Credit Party, in connection with the execution, delivery, performance, validity and enforceability of this Amendment or any of the transactions contemplated hereby, and such consents, approvals, authorizations, registrations, filings and orders shall be in full force and effect and all applicable waiting periods shall have expired;

(g) The payment of all fees and other amounts due and payable on or prior to the effective date of this Amendment, including reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other agreement with the Administrative Agent or SunTrust Robinson Humphrey, Inc.;

(h) An Affidavit of Out-Of-State Execution and Delivery regarding the execution and delivery of the documents contemplated by this Amendment, duly executed by the Borrower and notarized; and

(i) Such other documents as the Administrative Agent may reasonably request.

**3. Representations.** Each of the Borrower and Holdings represents and warrants to the Administrative Agent and the Lenders that:

(a) Power and Authority. Each of the Borrower and the other Credit Parties have the power and authority to execute, deliver and perform the terms and provisions of this Amendment, the Credit Agreement, as amended by this Amendment, and the Guarantee and Collateral Agreement, as amended by this Amendment, and have taken all necessary corporate action to duly authorize the execution, delivery and performance of this Amendment. Each of this Amendment, the Credit Agreement, as amended by this Amendment, and the Guarantee and Collateral Agreement, as amended by this Amendment, constitutes the legal, valid and binding obligation of the Borrower and Holdings enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles.

(b) No Violation. The execution, delivery and performance by the Borrower and the other Credit Parties of this Amendment, and compliance by them with the terms and provisions of the Credit Agreement, as amended by this Amendment, and the Guarantee and Collateral Agreement, as amended by this Amendment: (i) will not contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or federal, state or local Governmental Authority, (ii) will not conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of any Credit Party pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other agreement, contract or instrument, to which any Credit Party is a party or by which they or any of their property or assets is bound or to which they may be subject or (iii) will not violate any provision of the certificate or articles of incorporation or bylaws of the Borrower, Holdings or any other Credit Party.

(c) Governmental Approvals. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except for those that have otherwise been obtained or made on or prior to the date of the effectiveness of this Amendment and which remain in full force and effect on such date), or exemption by, any Governmental Authority, is required to authorize, or is required in connection with, (i) the execution, delivery and performance of this Amendment by the Borrower or Holdings or (ii) the legality, validity, binding effect or enforceability of the Credit Agreement, as amended by this Amendment, or the Guarantee and Collateral Agreement, as amended by this Amendment, against the Borrower or Holdings.

(d) No Default. No Default or Event of Default has occurred and is continuing as of the date hereof and no Default or Event of Default will exist immediately after giving effect to this Amendment.

(e) No Impairment. The execution, delivery, performance and effectiveness of this Amendment will not: (a) impair the validity, effectiveness or priority of the Liens granted pursuant to any Credit Document, and such Liens continue unimpaired with the same priority to secure repayment of all of the applicable Obligations, whether heretofore or hereafter incurred, and (b) require that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens.

(f) Credit Parties. The list of signatories to the Reaffirmation represents a true, correct and complete list of all Persons who are required by the terms of the Credit Documents to be or to become a Credit Party as of the date hereof.

**4. Reaffirmation of Representations.** Each of the Borrower and Holdings hereby repeats and reaffirms all representations and warranties made to the Administrative Agent and the Lenders in the Credit Agreement and the other Credit Documents on and as of the date hereof (and after giving effect to this Amendment) with the same force and effect as if such representations and warranties were set forth in this Amendment in full (except to the extent that such representations and warranties relate expressly to an earlier date, in which case such representations and warranties were true and correct as of such earlier date).

**5. No Further Amendments; Ratification of Liability.** Except as expressly amended hereby, the Credit Agreement and each of the other Credit Documents shall remain in full force and effect in accordance with their respective terms, and the Lenders and the Administrative Agent hereby require strict compliance with the terms and conditions of the Credit Agreement and the other Credit Documents in the future. Each of the Borrower and Holdings hereby (i) restates, ratifies, confirms and reaffirms its respective liabilities, payment and performance obligations (contingent or otherwise) and each and every term, covenant and condition set forth in the Credit Agreement and the other Credit Documents to which it is a party, all as amended by this Amendment, and the liens and security interests granted, created and perfected thereby and (ii) acknowledges and agrees that this Amendment shall not in any way affect the validity and enforceability of any Credit Document to which it is a party, or reduce, impair or discharge the obligations of the Borrower or Holdings or the Collateral granted to the Administrative Agent and/or the Lenders thereunder. The Lenders' agreement to the terms of this Amendment or any other amendment of the Credit Agreement or any other Credit Document shall not be deemed to establish or create a custom or course of dealing between the Borrower, Holdings or the Lenders, or any of them. This Amendment shall be deemed to be a "Credit Document" for all purposes under the Credit Agreement. After the effectiveness of this Amendment, each reference to the Credit Agreement in any of the Credit Documents shall be deemed to be a reference to the Credit Agreement as amended by this Amendment.

**6. Other Provisions.**

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all counterparts, taken together, shall constitute but one and the same document.

(b) The Borrower agrees to reimburse the Lenders and the Administrative Agent on demand for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by such parties in negotiating, documenting and consummating this Amendment, the other documents referred to herein, and the transactions contemplated hereby and thereby.

(c) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

(d) THIS AMENDMENT CONSTITUTES THE ENTIRE CONTRACT AMONG THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY AND ALL PREVIOUS DISCUSSIONS, CORRESPONDENCE, AGREEMENTS AND OTHER UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF.

(e) In consideration of the amendments contained herein, each of the Borrower and Holdings hereby waives and releases each of the Lenders and the Administrative Agent from any and all known claims and defenses with respect to the Credit Agreement and the other Credit Documents and the transactions contemplated thereby.

(f) Each of the Borrower and Holdings agrees to take all further actions and execute such other documents and instruments as the Administrative Agent may from time to time reasonably request to carry out the transactions contemplated by this Amendment, the Credit Documents and all other agreements executed and delivered in connection herewith.

(g) THE PARTIES HERETO HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND TERMS OF THE CREDIT AGREEMENT AND THE GUARANTEE AND COLLATERAL AGREEMENT. THE PARTIES DO NOT INTEND THIS AMENDMENT NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS AMENDMENT AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING BY THE BORROWER OR HOLDINGS UNDER OR IN CONNECTION WITH THE CREDIT AGREEMENT OR ANY OF THE OTHER CREDIT DOCUMENTS.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrower, Holdings, the Lenders and the Administrative Agent have caused this Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement to be duly executed by their respective duly authorized officers and representatives as of the day and year first above written.

CARGO AIRCRAFT MANAGEMENT, INC.

By: /s/ W. Joseph Payne  
Name: W. Joseph Payne  
Title: Vice President

AIR TRANSPORT SERVICES GROUP, INC.

By: /s/ Joseph C. Hete  
Title: President & Chief Executive Officer

[Signatures Continue on Following Pages]

ABX AIR, INC.

By: /s/ W. Joseph Payne

Name: W. Joseph Payne

Title: VP, General Counsel & Secretary

LGSTX DISTRIBUTION SERVICES, INC.

By: /s/ W. Joseph Payne

Name: W. Joseph Payne

Title: VP, Secretary

AIRBORNE GLOBAL SOLUTIONS, INC.

By: /s/ W. Joseph Payne

Name: W. Joseph Payne

Title: VP, Secretary

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

AIRBORNE MAINTENANCE AND ENGINEERING  
SERVICES, INC.

By: /s/ W. Joseph Payne  
Name: W. Joseph Payne  
Title: VP, Secretary

AIR TRANSPORT INTERNATIONAL LIMITED  
LIABILITY COMPANY

By: /s/ W. Joseph Payne  
Name: W. Joseph Payne  
Title: VP, Secretary

AMES MATERIAL SERVICES INC.

By: /s/ W. Joseph Payne  
Name: W. Joseph Payne  
Title: VP, Secretary

CARGO AVIATION, INC.

By: /s/ Joseph C. Hete  
Name: Joseph C. Hete  
Title: President

CARGO HOLDINGS INTERNATIONAL, INC.

By: /s/ Joseph C. Hete

Name: Joseph C. Hete

Title: Chief Executive Officer

LGSTX FUEL MANAGEMENT, INC.

By: /s/ Quint O. Turner

Name: Quint O. Turner

Title: President

LGSTX SERVICES, INC.

By: /s/ Joseph C. Hete

Name: Joseph C. Hete

Title: Chief Executive Officer

AIR TRANSPORT INTERNATIONAL, INC.

By: /s/ Matthew E. Fedders

Name: Matthew E. Fedders

Title: VP, Secretary

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

SUNTRUST BANK, in its capacities as a Lender and as  
Administrative Agent

By: /s/ Chris Hursey  
Name: Chris Hursey  
Title: Director

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and  
Collateral Agreement]

REGIONS BANK, as a Lender

By: /s/ Jose Mazariegos

Name: Jose Mazariegos

Title: Senior Vice President

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ John B. Middelberg

Name: John B. Middelberg

Title: SVP

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

BANK OF AMERICA, N.A., as a Lender

By: /s/ Joseph R. Jackson

Name: Joseph R. Jackson

Title: Vice President

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

PNC BANK, N.A., as a Lender

By: /s/ C. Joseph Richardson

Name: C. Joseph Richardson

Title: Senior Vice President

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

BRANCH BANKING AND TRUST COMPANY,  
as a Lender

By: /s/ Brent Walser

Name: Brent Walser

Title: Assistant Vice President

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and  
Collateral Agreement]

COMPASS BANK, as a Lender

By: /s/ Jeffrey W. Powell

Name: Jeffrey W. Powell

Title: Sr. Vice President

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

THE NORTHERN TRUST COMPANY,  
as a Lender

By: /s/ Peter J. Hallan  
Name: Peter J. Hallan  
Title: Vice President

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and  
Collateral Agreement]

THE PRIVATE BANK AND TRUST COMPANY, as a  
Lender

By: /s/ Nick Fadel  
Name: Nick Fadel  
Title: Managing Director

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and  
Collateral Agreement]

STELLARONE BANK, as a Lender

By: /s/ Judson G. Foster

Name: Judson G. Foster

Title: SVP

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

ATLANTIC CAPITAL BANK, as a Lender

By: /s/ H. Glenn Little

Name: H. Glenn Little

Title: SVP

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

TRISTATE CAPITAL BANK, as a Lender

By: /s/ Michael P. Morris

Name: Michael P. Morris

Title: Senior Vice President

[End of Signatures]

[Signature Page to Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement]

**EXHIBIT 1**

**Exhibit J**

**[FORM OF COMPLIANCE CERTIFICATE]**

This Certificate is being delivered on \_\_\_\_\_, 201\_. I, the undersigned, Chief Financial Officer of Air Transport Services Group, Inc., a Delaware corporation ("Holdings"), do hereby certify on behalf of Holdings that:

1. This Certificate is furnished pursuant to Section 8.1(c) of the Credit Agreement, dated as of May 9, 2011, among Cargo Aircraft Management, Inc., a Florida corporation (the "Borrower"), Holdings, the several Lenders from time to time party thereto and SunTrust Bank, as Administrative Agent for the Lenders, (as in effect on the date of this Certificate, being herein called the "Credit Agreement"). Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.
2. Schedule 1 attached hereto correctly sets forth the calculations required to establish whether Holdings and its Subsidiaries were in compliance with Sections 9.12, 9.13, 9.14 and 9.15 of the Credit Agreement for the Fiscal [Quarter] [Year] ended \_\_\_\_\_, 201\_.
3. On the date hereof, no Default or Event of Default has occurred and is continuing.
4. The Total Leverage Ratio for the Test Period ended \_\_\_\_\_, 201\_ was \_\_\_\_\_.
5. The Fixed Charge Coverage Ratio for the Test Period ended \_\_\_\_\_, 201\_ was \_\_\_\_\_.
6. The Consolidated EBITDA for the Test Period ended \_\_\_\_\_, 201\_ was \_\_\_\_\_.
7. The Collateral to Outstanding Loan Value Ratio as of \_\_\_\_\_, 201\_ was \_\_\_\_\_.
8. The Collateral to Total Exposure Ratio as of \_\_\_\_\_, 201\_ was \_\_\_\_\_.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Compliance Certificate as of the date first written above.

By: \_\_\_\_\_  
Name:  
Title: Chief Financial Officer of Air  
Transport Services Group, Inc.

## EXHIBIT 2

### **REAFFIRMATION OF OBLIGATIONS UNDER CREDIT DOCUMENTS**

Reference is hereby made to (i) that certain Credit Agreement dated as of May 9, 2011 among Cargo Aircraft Management, Inc. (the "Borrower"), the Lenders a party thereto and SunTrust Bank, as Administrative Agent (as amended immediately prior to the date hereof, the "Credit Agreement"; capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Credit Agreement) and (ii) that certain Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of the date hereof (the "Amendment") among the Borrower, each other Credit Party party thereto, the Lenders and the Administrative Agent.

Each Credit Party acknowledges and reaffirms that (i) all liens and security interests granted to the Administrative Agent and the Lenders under the Security Documents remain in full force and effect and shall continue to secure the Obligations and (ii) the validity, perfection, enforceability or priority of such liens and security interests will not be impaired in any way by the Amendment.

Each of the undersigned Credit Parties hereby further reaffirms its continuing obligations owing to the Administrative Agent and the Lenders under each of the Credit Documents (including, without limitation, the guarantee obligations of each Guarantor under the Guarantee and Collateral Agreement) to which such Person is a party, and each Credit Party agrees that the amendments contained in the Amendment are solely to amend the terms of the Credit Agreement and the Guarantee and Collateral Agreement and do not in any way affect the validity and/or enforceability of any Credit Document, or reduce, impair or discharge the obligations of such Person thereunder.

Each of the undersigned Credit Parties hereby represents and warrants to the Administrative Agent and the Lenders that: (a) the execution and delivery by the Credit Parties of this Reaffirmation is within the power (corporate or otherwise) and authority of the Credit Parties, has been duly authorized and approved by all requisite action on the part of the Credit Parties, and does not and will not contravene, breach or conflict with any provision of applicable law or any of the charter or other organic documents of the Credit Parties, or any indenture, agreement, instrument or undertaking binding on the Credit Parties; (b) this Reaffirmation has been duly executed by the Credit Parties; and (c) the Credit Documents remain in full force and effect and constitute the legal, valid and binding obligations of the Credit Parties, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditor's rights; and (d) all of the Obligations are absolute and unconditional, and such Obligations are not subject to any claim, defense, deduction, right of offset or otherwise.

THE CREDIT PARTIES DO NOT INTEND THE AMENDMENT NOR THE TRANSACTIONS CONTEMPLATED THEREBY TO BE, AND THE AMENDMENT AND THE TRANSACTION CONTEMPLATED THEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING BY THE CREDIT PARTIES UNDER OR IN CONNECTION WITH THE CREDIT AGREEMENT OR ANY OF THE OTHER CREDIT DOCUMENTS.

This Reaffirmation shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Reaffirmation of Obligations under Credit Documents as of May \_\_, 2014.

CARGO AIRCRAFT MANAGEMENT, INC.

By:  
Name:  
Title:

ABX AIR, INC.

By:  
Name:  
Title:

LGSTX DISTRIBUTION SERVICES, INC.

By:  
Name:  
Title:

AIRBORNE GLOBAL SOLUTIONS, INC.

By:  
Name:  
Title:

AIRBORNE MAINTENANCE AND ENGINEERING SERVICES, INC.

By:  
Name:  
Title:

AIR TRANSPORT INTERNATIONAL LIMITED LIABILITY  
COMPANY

By:  
Name:  
Title:

AMES MATERIAL SERVICES INC.

By:  
Name:  
Title:

AIR TRANSPORT INTERNATIONAL, INC.

By:  
Name:  
Title:

CARGO AVIATION, INC.

By:  
Name:  
Title:

CARGO HOLDINGS INTERNATIONAL, INC.

By:  
Name:  
Title:

LGSTX FUEL MANAGEMENT, INC.

By:  
Name:  
Title:

LGSTX SERVICES, INC.

By:  
Name:  
Title:

AIR TRANSPORT SERVICES GROUP, INC.

By:  
Name:  
Title:

**EXHIBIT 3**

**SECRETARY'S CLOSING CERTIFICATE**

I, the undersigned, Secretary of \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the "Company"), do hereby certify on behalf of the Company that:

1. This Certificate is being delivered on May \_\_, 2014, and is furnished pursuant to that certain Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of the date hereof (the "Amendment"), among Cargo Aircraft Management, Inc., a Florida corporation (the "Borrower"), and Air Transport Service Group, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto, and SunTrust Bank, as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given them in the Amendment.

2. The following named individuals are duly qualified and acting elected or appointed officers of the Company, and each holds the office of the Company set forth opposite his or her name, each of whom is authorized to sign the [Amendment/Reaffirmation] on behalf of the Company. The signature written opposite the name and title of each such officer is his or her genuine signature.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

3. Attached hereto as Exhibit A is a true and complete copy of the [Charter Document] of the Company, including all amendments thereto, as filed in the Office of the Secretary of State of the State of \_\_\_\_\_ (the "Secretary of State"), which constitutes the [Charter Document] of the Company as presently in effect (the "[Articles of \_\_\_\_\_]"); no amendment to the Articles of \_\_\_\_\_ is pending or contemplated, and there are no proceedings, pending or contemplated, for the merger, consolidation, conversion, liquidation or dissolution of the Company; and no steps have been or are being taken to appoint an administrator, receiver, liquidator or analogous person or body to wind up or dissolve the Company.

4. Attached hereto as Exhibit B is a true and correct copy of the [By-Laws/LLC Operating Agreement] of the Company which were/was duly adopted and are/is in full force and effect on the date hereof.

5. Attached hereto as Exhibit C is a true and correct copy of resolutions authorizing the execution, delivery and performance of the [Amendment/Reaffirmation], which [have][has] been duly adopted by unanimous written consent of the members of the Company, and said

resolutions have not been rescinded, amended or modified, are in full force and effect on the date hereof, and have been duly filed with the minutes of the proceedings of the members.

6. Attached hereto as Exhibit D is a certificate of good standing from the Secretary of State of the jurisdiction of incorporation or organization of the Company.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate as of May \_\_, 2014.

[COMPANY]

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\_\_\_\_\_, Secretary

Exhibit A

Articles of \_\_\_\_\_

Exhibit B

[Operating Agreement/By-Laws]

Exhibit C

Resolutions

Exhibit D

Good Standing Certificate

**CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Joseph C. Hete, certify that:

1. I have reviewed this report on Form 10-Q of Air Transport Services Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2014

/s/ JOSEPH C. HETE

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Joseph C. Hete  
Chief Executive Officer



**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Air Transport Services Group, Inc. (the “Company”) on Form 10-Q for the quarter ending June 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Joseph C. Hete, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as enacted by § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Air Transport Services Group, Inc. and will be retained by Air Transport Services Group, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ JOSEPH C. HETE

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Joseph C. Hete  
Chief Executive Officer

Date: August 5, 2014

