

EXHIBIT A
SCHEDULE OF DOCUMENTS TO BE PRODUCED BY MAIR HOLDINGS, INC.

DEFINITIONS

The terms used herein shall have the meanings ascribed to them in the definitions set forth below.

1. The term “document” is intended to have the broadest possible meaning under Rule 34 of the Federal Rules of Civil Procedure and includes, without limitation, any writings, drawings, graphs, charts, photographs, electronic, recorded, digitally encoded, graphic, and/or other data compilations from which information can be obtained, translated if necessary, by the respondent through detection devices into reasonably usable form, or other information, including originals, drafts thereof and all copies bearing notations and marks not found on the original, translations, and electronic metadata. The term “document” includes, without limitation, affidavits, analyses, appointment books, appraisals, articles from publications, audit and scope plans (whether in paper, database, electronic or other format), audit workpapers (whether in paper, database, electronic or other format), books, books of account, account statements, cables, calendars, charts, checks (cancelled or uncanceled), check stubs, confirmations, contracts, correspondence, credit card receipts, desk calendars, desk pads, diaries, diskettes, drafts, estimates, evaluations, filings, financial statements, forms, invoices, journals, ledgers, letters, lists, memoranda, minutes, notations, notes, opinions, orders, pamphlets, papers, partners’ and employees’ personnel files, partners’ and employees’ review check lists, permanent files, pictures, press releases, projections, prospectuses, publications, receipts, recordings of conferences, conversations or meetings, reports, statements, statistical records, studies, summaries, tabulations, telegrams, telephone records, telex messages, transcripts,

understandings, videotapes, vouchers, work papers, copies of Mesaba records and documents, and sheets or things similar to any of the foregoing however denominated. The term “document” further means any document now or at any time in the possession, custody, or control of the entity to which this document request is directed (together with any predecessors, successors, affiliates, subsidiaries or divisions thereof, and their officers, directors, employees, agents and attorneys). Without limiting the term “control” as used in the preceding sentence, a person is deemed to be in control of a document if the person has the right to secure the document or a copy thereof from another person having actual possession thereof, including, but not limited to, work product contracted from others.

2. “Concerning” means relating to, referring to, describing, evidencing, or constituting. “Including” means “including, but not limited to.”

3. “Mesaba” means Mesaba Aviation, Inc. d/b/a Mesaba Airlines, its predecessors, successors, parent, subsidiaries, and related corporations (other than MAIR and Big Sky), officers, directors, principals, managers, agents, employees, representatives, advisors, agents, attorneys, associates and other persons or entities acting or purporting to act for or on its behalf.

4. “MAIR,” “you,” “your,” and “yours” mean MAIR Holdings, Inc., its predecessors, successors, parent, subsidiaries, and related corporations (other than Mesaba and Big Sky), officers, directors, principals, managers, agents, employees, representatives, advisors, agents, attorneys, associates and other persons or entities acting or purporting to act for or on its behalf.

5. “Big Sky” means Big Sky Transportation Co., its predecessors, successors, parent, subsidiaries, and related corporations (other than MAIR and Mesaba),

officers, directors, principals, managers, agents, employees, representatives, advisors, agents, attorneys, associates and other persons or entities acting or purporting to act for or on its behalf.

6. “Northwest” means Northwest Airlines, Inc., its predecessors, successors, parent, subsidiaries, and related corporations (other than MAIR and Mesaba), officers, directors, principals, managers, agents, employees, representatives, advisors, agents, attorneys, associates and other persons or entities acting or purporting to act for or on its behalf.

INSTRUCTIONS

A. The documents covered by this request include all documents in your possession, custody, or control. Unless otherwise indicated, this request covers all documents generated, sent, or received by MAIR during the period from October 13, 1997 through and including the date of production.

B. Each request for the production of documents shall be deemed to be continuing in nature. If at any time additional documents come into your possession, custody or control or are brought to your attention, prompt supplementation of your response to these requests is required.

C. You shall produce all documents in the manner in which they are maintained in the usual course of your business and/or you shall organize and label the documents to correspond with the categories in this request. A request for a document shall be deemed to include a request for any and all file folders within which the document was contained, transmittal sheets, cover letters, exhibits, enclosures, or attachments to the document in addition to the document itself.

D. If and to the extent documents are maintained in a database or other electronic format, you shall produce along with the document(s) software that will enable access

to the electronic document(s) or database as you would access such electronic document(s) or database in the ordinary course of your business.

E. Any document withheld from production based on a claim of privilege or any similar claim shall be identified by (1) the type of document, (2) the general subject matter of the document, (3) the date of the document, and (4) such other information as is sufficient to identify the document including the author of the document, the addressee of the document, and, where not apparent, the relationship of the author and the addressee to each other. The nature of each claim of privilege shall be set forth.

F. Documents attached to each other should not be separated.

G. Documents not otherwise responsive to this discovery request shall be produced if such documents mention, discuss, refer to, or explain the documents that are called for by this discovery request.

H. The fact that a document is produced by another party does not relieve you of the obligation to produce your copy of the same document, even if the two documents are identical.

I. In producing documents and other materials, you are requested to furnish all documents or things in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, accountants, investigators, or by your attorneys or their agents, employees, representatives or investigators.

J. If you object to any part of any request, you shall state fully the nature of the objection. Notwithstanding any objections, you shall nonetheless comply fully with the other parts of the request not objected to.

K. Each document request shall be construed independently and not with reference to any other document request for the purpose of limitation.

L. The terms “all” and “each” shall be construed as “all and each.”

M. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

O. The use of the singular form of any word includes the plural and vice versa. The past tense shall include the present tense and vice versa.

REQUESTS FOR PRODUCTION

1. All documents evidencing or concerning any contract or agreement between Mesaba and MAIR, including but not limited to, any management agreement, services agreement, purchase or sale agreement, lease, guaranty, security agreement, loan agreement, promissory note, or other instrument creating or concerning any contractual obligation between Mesaba and MAIR and any correspondence, notes, or other documents discussing or concerning such obligations.

2. All documents evidencing or concerning any contract or agreement between Mesaba and Big Sky, including but not limited to, any management agreement, services agreement, purchase or sale agreement, lease, guaranty, security agreement, loan agreement, promissory note, or other instrument creating or concerning any contractual obligation between Mesaba and Big Sky and any correspondence, notes, or other documents discussing or concerning such obligations.

3. All documents concerning the payment of any dividends by Mesaba to MAIR, including but not limited to, agreements, corporate resolutions, board minutes, bank records,

wire transfer records, correspondence, notes, and other documents evidencing or concerning the payment of dividends by Mesaba.

4. All documents concerning the payment, distribution, or transfer of cash from Mesaba to MAIR, including but not limited to, bank records, wire transfer records, corporate resolutions, board minutes, correspondence, notes, and other documents evidencing or concerning any such payment, distribution, or transfer.

5. All documents concerning the payment, distribution, or transfer of cash from Mesaba to Big Sky, including but not limited to, bank records, wire transfer records, corporate resolutions, board minutes, correspondence, notes, and other documents evidencing or concerning any such payment, distribution, or transfer.

6. All documents concerning the payment, distribution, or transfer of cash from MAIR to Mesaba, including but not limited to, bank records, wire transfer records, corporate resolutions, board minutes, records of capital contributions, correspondence, notes, and other documents evidencing or concerning any such payment, distribution, or transfer.

7. All documents concerning the payment, assignment, or transfer of non-cash consideration or property (including, without limitation, real property interests, personal property, contracts, contract rights, accounts, receivables, securities, bonds, intellectual property, and other things of value) from Mesaba to MAIR, including but not limited to, agreements, assignments, corporate resolutions, board minutes, correspondence, notes, and other documents evidencing or concerning any such payment, distribution, or transfer.

8. All documents concerning the payment, assignment, or transfer of non-cash consideration or property (including, without limitation, real property interests, personal property, contracts, contract rights, accounts, receivables, securities, bonds, intellectual property,

and other things of value) from Mesaba to Big Sky, including but not limited to, agreements, assignments, corporate resolutions, board minutes, correspondence, notes, and other documents evidencing or concerning any such payment, distribution, or transfer.

9. All documents concerning the payment, assignment, or transfer of non-cash consideration or property (including, without limitation, real property interests, personal property, contracts, contract rights, accounts, receivables, securities, bonds, intellectual property, and other things of value) from MAIR to Mesaba, including but not limited to, agreements, assignments, corporate resolutions, board minutes, correspondence, notes, and other documents evidencing or concerning any such payment, distribution, or transfer.

10. All documents concerning the payment, assignment, or transfer of non-cash consideration or property (including, without limitation, real property interests, personal property, contracts, contract rights, accounts, receivables, securities, bonds, intellectual property, and other things of value) from Big Sky to Mesaba, including but not limited to, agreements, assignments, corporate resolutions, board minutes, correspondence, notes, and other documents evidencing or concerning any such payment, distribution, or transfer.

11. All documents concerning any joint bank account maintained by Mesaba and MAIR, including but not limited to, account statements, deposits, withdrawals, exchanges, reports of daily and periodic balances, account opening forms, account closing forms signature cards, year end summaries, correspondence, and other documents concerning the creation of, closing of, or activity in any such accounts.

12. All documents concerning the authority of MAIR to initiate any transaction in any bank account maintained by Mesaba, including but not limited to, corporate resolutions and account signature cards.

13. All documents concerning any property jointly owned by Mesaba and MAIR, including but not limited to, securities, security accounts, bonds, real property interests, personal property, contracts, contract rights, accounts, receivables, securities, bonds, intellectual property, and other things of value.

14. All documents concerning any property jointly owned by Mesaba and Big Sky, including but not limited to, securities, security accounts, bonds, real property interests, personal property, contracts, contract rights, accounts, receivables, securities, bonds, intellectual property, and other things of value.

15. All documents concerning any joint legal obligation of Mesaba and MAIR, including but not limited to, contracts, promissory notes, guaranties, bonds, or other documents creating, evidencing, or concerning such joint obligations.

16. All documents concerning any joint legal obligation of Mesaba and Big Sky, including but not limited to, contracts, promissory notes, guaranties, bonds, or other documents creating, evidencing, or concerning such joint obligations.

17. All documents sent to, received from, or generated in connection with or by MAIR's board of directors concerning Mesaba, including but not limited to, meeting minutes, agendas, presentations from third parties, exhibits, resolutions, and correspondence.

18. All documents concerning any actual or proposed lending relationship between MAIR and Mesaba, including, but not limited to, credit agreements, promissory notes, guaranties, security agreements, resolutions, and correspondence.

19. All documents concerning any actual or proposed lending relationship between Big Sky and Mesaba, including, but not limited to, credit agreements, promissory notes, guaranties, security agreements, resolutions, and correspondence.

20. All documents concerning MAIR's internal review, analysis, rejection, or approval of any actual or proposed financial transaction between MAIR and Mesaba.

21. All documents concerning any consulting, management, or other services provided by MAIR to Mesaba.

22. All documents concerning any consulting, management, or other services provided by Mesaba to MAIR.

23. All documents concerning any consulting, management, or other services provided by Mesaba to Big Sky.

24. All statements, transcripts of testimony, affidavits, communications and documents provided by MAIR to the SEC, the FAA, or any other federal, state or other regulatory authority concerning Mesaba.

25. All statements, transcripts of testimony, affidavits, communications and documents provided by MAIR to the NASD or any other self-regulatory organization concerning Mesaba.

26. All documents MAIR sent to or received from accountants, investment bankers, or financial advisors concerning the financial condition or solvency of Mesaba.

27. All documents analyzing or summarizing the financial condition or solvency of Mesaba.

28. All documents concerning any deviation by Mesaba from the standard nature or timing of Mesaba's financial reporting procedures, including but not limited to, correspondence or other communications between Mesaba and MAIR concerning any such deviation.

29. All documents MAIR sent to or received from Northwest concerning the financial condition or solvency of Mesaba.

30. All documents concerning the negotiation or execution of the August 29, 2005 Agreement between MAIR and Northwest, including but not limited to, drafts of the Agreement, correspondence, and documents concerning any capital contribution to be made to Mesaba and/or any limitation on dividends to be paid by Mesaba.

31. All documents concerning any litigation, arbitration, or other claims by or against MAIR concerning Mesaba.

32. All documents created by, sent to, or received by MAIR concerning Mesaba's decision to file a voluntary petition for relief under chapter 11 of title 11 of the United States Code, including but not limited to, all correspondence, notes, board minutes, and other documents concerning Mesaba's chapter 11 filing.

33. All documents sent to, received by, or generated by MAIR concerning any complaint or allegation of impropriety concerning the relationship between MAIR and Mesaba, including but not limited to, correspondence, notes, and reports of any internal or external investigation.

34. All shareholder resolutions and/or director resolutions of MAIR concerning Mesaba.

35. All documents concerning the operational relationship or corporate governance relationship between Mesaba and MAIR, including but not limited to, any management agreement, operating agreement, board minutes, resolutions, regulations, bylaws, correspondence, or other documents evidencing, specifying, describing, or otherwise concerning that relationship.

36. All documents concerning the authority of MAIR (and/or any of its officers, directors, or employees) to act on behalf of Mesaba, including but not limited to, any

agreements, powers of attorney, authorizations, board minutes, resolutions, regulations, bylaws, correspondence, or other documents evidencing, specifying, describing, or otherwise concerning such authority.

37. All documents concerning the authority of Mesaba (and/or any of its officers, directors, or employees) to act on behalf of MAIR, including but not limited to, any agreements, powers of attorney, authorizations, board minutes, resolutions, regulations, bylaws, correspondence, or other documents evidencing, specifying, describing, or otherwise concerning such authority.

38. All documents concerning the authority, status, or duties of any person or entity that is or was an officer, director, or employee of MAIR at the same time the person or entity is or was an officer, director, or employee of Mesaba.

39. All documents concerning any agreement between MAIR and any consultant, financial advisor, or professional services provider who, either during the term of such agreement or thereafter, became or served as a consultant, financial advisor, professional services provider, or employee of Mesaba.

40. All documents concerning any joint meeting of the boards of directors of MAIR and Mesaba, including but not limited to, minutes, agendas, presentations from third parties, exhibits, resolutions, and correspondence.

41. All documents concerning any actual or contemplated grant or issuance of stock, warrants, or stock options by MAIR in connection with any transaction involving Mesaba, including but not limited to, documents concerning any such grant or issuance as security for as consideration for any contractual obligation of Mesaba or any contractual obligation owed to Mesaba.