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*Proposed Counsel to the Debtors and  
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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**PINNACLE AIRLINES CORP., et al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-[ ](\_\_\_\_)**

**(Jointly Administered)**

**DEBTORS' MOTION FOR AN ORDER APPROVING PROCEDURES FOR  
THE REJECTION OF CERTAIN NON-AIRCRAFT AGREEMENTS  
EFFECTIVE AS OF THE PETITION DATE**

Pinnacle Airlines Corp. (“**Pinnacle Holdings**”) and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) respectfully represent:

**Background and Jurisdiction**

1. On April 1, 2012 (the “**Petition Date**”), each Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code

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<sup>1</sup> The Debtors are the following entities: Colgan Air, Inc.; Mesaba Aviation, Inc.; Pinnacle Airlines Corp.; Pinnacle Airlines, Inc. and Pinnacle East Coast Operations Inc. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

(the “**Bankruptcy Code**”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. Additional information about the Debtors’ businesses and the events leading up to the Petition Date can be found in the Declaration of John Spanjers, Pinnacle Airline Corp’s Executive Vice President and Chief Operating Officer, which is incorporated herein by reference.

4. The Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and may be determined by the Bankruptcy Court. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**Relief Requested**

5. By this motion (the “**Motion**”), the Debtors seek an order in the form attached hereto as Exhibit A (the “**Order**”) approving procedures to reject, pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Lufthansa MOU, the GE Agreements, the P&WC Agreement and the Former Officer Agreements (each as defined below and as listed in Annex 1 to Exhibit B attached hereto), including all amendments, supplements, waivers, side letters and other ancillary agreements related

thereto (collectively, the “**Agreements**”), with such rejections to take effect as of the Petition Date.<sup>2</sup>

**Basis for Relief**

6. ***The Lufthansa MOU.*** The Debtors hereby seek to reject the Memorandum of Understanding dated November 3, 2011 (the “**Lufthansa MOU**”) between Pinnacle Holdings and Lufthansa Systems AG (“**Lufthansa**”), effective as of the Petition Date. Pursuant to the Lufthansa MOU, Pinnacle Holdings agreed to negotiate an agreement whereby Lufthansa would provide operations, crew and flight management services through Lufthansa’s Integrated Operations Control Center Platform. The parties have not yet negotiated such agreement, and the Debtors do not currently use or intend to use Lufthansa’s services under the Lufthansa MOU. Accordingly, the Debtors seek to reject the Lufthansa MOU to relieve the Debtors’ estates of an unnecessary agreement.

7. ***The Pratt & Whitney Canada Agreement.*** The Debtors hereby seek to reject the Term Cost Plan Agreement dated December 15, 2009 (the “**P&WC Agreement**”) between Colgan Air Inc. (“**Colgan**”) and Pratt & Whitney Canada Corp. (“**P&WC**”), effective as of the Petition Date. Pursuant to the P&WC Agreement, Colgan hired P&WC to provide engine maintenance services for certain of Colgan’s Dash 8-Q400 aircraft through January 2018. Under the P&WC Agreement, Colgan pays P&WC for engine maintenance services at a set rate per engine operating hour, which rate adjusts periodically. The Debtors have determined that due to their wind-down agreements with United Airlines and Export Development Canada, the P&WC Agreement is no longer

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<sup>2</sup> Due to confidentiality concerns, the Debtors have not attached copies of the Agreements to this Motion. However, upon request, the Debtors will provide copies of these Agreements to the Court, the U.S. Trustee and the advisors to any official committee of unsecured creditors appointed in these chapter 11 cases.

necessary. The Debtors therefore seek to reject the P&WC Agreement to relieve the Debtors' estates of an unnecessary burden and save approximately \$600,000 per month.

8. ***The General Electric Agreements.*** The Debtors hereby seek to reject certain of their agreements for engine maintenance services with General Electric Company ("GE") and GE Engine Services, Inc. ("GE Engine Services") effective as of the Petition Date, including (1) the Engine Care Maintenance Plan Agreement between GE and Mesaba Aviation, Inc. ("Mesaba") dated October 1, 1997; and (2) the Engine Care Maintenance Plan Agreement between GE Engine Services and Colgan dated December 31, 2003 (collectively, and including all amendments, modifications and supplements thereto, the "GE Agreements"). Pursuant to the GE Agreements, Mesaba and Colgan hired GE and GE Engine Services, respectively, to provide engine maintenance services for their fleets of Saab 340 aircraft through November 30, 2012 and December 30, 2012, respectively. Under the GE Agreements, Mesaba and Colgan pay GE and GE Engine Services for engine maintenance services at a set rate per engine operating hour, which rate adjusts periodically. The Debtors have determined that they do not and will not use the relevant engines enough to make the GE Agreements cost effective. The Debtors therefore seek to reject the GE Agreements to relieve the Debtors' estates of an unnecessary burden and save approximately \$600,000 per month.

9. ***The Former Officer Agreements.*** The Debtor hereby seek to reject the Consulting Agreement (the "Trenary Agreement") dated March 10, 2011 between Pinnacle Holdings and Philip H. Trenary ("Trenary") and the Release Agreement (the "Shockey Agreement" and together with the Trenary Agreement, the "Former Officer Agreements") dated October 19, 2011 between Pinnacle Holdings and

Douglas W. Shockey (“**Shockey**”), in each case effective as of the Petition Date.

Pursuant to the Officer Agreements, the Debtors pay Trenary for consulting services and Shockey for non-revocation of a release signed concurrently with the Shockey Agreement. The Debtors are eager to use these chapter 11 proceedings to maximize value for all stakeholders and emerge as stronger businesses. After analyzing the Officer Agreements, the Debtors have determined, in the sound exercise of their business judgment, that rejecting the Former Officer Agreements would benefit the Debtors’ estates by allowing the Debtors to avoid accruing ongoing payment obligations under the Former Officer Agreements, which provide no ongoing benefit to the Debtors’ estates. The Debtors estimate that the total savings from rejecting the Officer Agreements will exceed \$1,500,000.

### **Procedures**

10. The Debtors request that the Court approve the following procedures (the “**Procedures**”) regarding the Agreements that are the subject of this Motion.

#### **A. Notice and Opportunity to be Heard**

11. Contemporaneously herewith, the Debtors have served a notice (the “**Notice**”) substantially in the form of Exhibit B attached hereto via facsimile or overnight delivery service on the counterparties to the Agreements and any other parties requiring notice under the terms of the respective Agreements (collectively, the “**Counterparties**”) setting forth the Debtors’ intent to reject the Agreements. As the Debtors filed this Motion on the Petition Date, however, they were unable to give the Counterparties prior notice pursuant to Bankruptcy Rules 6006 and 9014 and Local Bankruptcy Rule 6006-1.

12. To satisfy the notice and hearing requirements of Bankruptcy Rule 9014, the Debtors respectfully request that this Court enter the Order approving the Procedures set forth herein. Within three business days of the entry of the Order, the Debtors shall serve a copy of the Order and this Motion on (a) the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”); (b) those creditors holding the five largest secured claims against the Debtors’ estates on a consolidated basis; (c) those creditors holding the 50 largest unsecured claims against the Debtors’ estates on a consolidated basis; (d) attorneys for Delta Air Lines, Inc., the Debtors’ proposed post-petition lender, (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; and (g) the Counterparties.

13. The Debtors request that the deadline to file an objection (“**Objection**”) to the Motion shall be 4:00 p.m. (prevailing Eastern Time) on the date that is 10 days after the entry of the Order (the “**Objection Deadline**”). An Objection shall be considered timely only if, on or prior to the Objection Deadline, it is (a) filed with the Court and (b) served upon and actually received by (i) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004 Attn: Elisabetta G. Gasparini and Susan D. Golden; (ii) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner and Damian S. Schaible; (iii) attorneys for Delta Air Lines, Inc., the Debtors’ proposed post-petition lender, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, Attn: David R. Seligman; and (iv) attorneys for the official committee of unsecured creditors, if then appointed in these cases, on or before the Objection Deadline.

14. Unless otherwise ordered by the Court, a reply to an Objection may be filed with the Court and served on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least two days before the date of the applicable hearing.

15. As to the rejection of any Agreement to which no Objections are timely filed, served, and received as set forth herein, the Debtors shall, on or after the Objection Deadline, submit to the Court an order approving the rejection of such Agreement *nunc pro tunc* to the Petition Date, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded any party. If an Objection is timely and properly filed with respect to an Agreement, a hearing will be held only with respect to such Agreement at a date and time to be established by the Court. The filing of such an Objection will not delay the entry of an order approving the rejection of any Agreement as to which no Objection has been filed.

16. The Debtors submit that the foregoing notice procedures satisfy Bankruptcy Rules 6006 and 9014 and Local Bankruptcy Rule 6006-1 by providing the counterparties with a notice and an opportunity to object and be heard at a hearing. *See, e.g., In re Drexel Burnham Lambert*, 160 B.R. 729 (S.D.N.Y. 1993) (granting interested parties an opportunity to present objections satisfies due process); *In re Colorado Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (noting that a hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the proposed notice procedures protect the due process rights of the parties in interest without unnecessarily exposing the Debtors' estates to unwarranted administrative expenses.

**B. Filing Proofs of Claim**

17. The Debtors propose that any claims arising out of the rejections discussed herein must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed. Any claim not timely filed will be irrevocably barred.

**Rejection of the Agreements  
Is Supported By the Debtors' Business Judgment  
and Should Be Approved By the Court**

18. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); *see also; NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). “[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993).

19. Courts defer to a debtor’s business judgment in rejecting an executory contract or unexpired lease and, upon finding that a debtor has exercised its sound business judgment, regularly approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the “business judgment” standard used to approve rejection of executory contracts); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009) (same); *In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008) (same); *In re Klein Sleep Products, Inc.*, 78 F.3d 18, 25 (2d Cir. 1996) (same); *In re Minges*, 602 F.2d 38, 42–43 (2d Cir. 1979) (same); *In re Balco Equities Ltd.*, 323 B.R. 85, 98–99 (Bankr. S.D.N.Y. 2005) (same); *In re G Survivor*

*Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) (approving rejection of license by debtor because such rejection satisfied the “business judgment” test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its “business judgment”).

20. The Agreements either provide no ongoing benefit to the Debtors’ estates or provide benefits that are substantially less than the corresponding costs. For all of the reasons set forth herein, rejecting the Agreements is clearly beneficial to the Debtors’ estates and creditors. The Debtors and their financial advisors have thoroughly considered the available alternatives to rejection and believe that the relief requested herein is most likely to maximize the value of the estates. In light of the foregoing, the Debtors respectfully request that the Court approve rejection of the Agreements pursuant to section 365(a) of the Bankruptcy Code in the manner requested herein as a sound exercise of their business judgment.

#### **Notice**

21. No trustee, examiner or creditors’ committee has been appointed in these chapter 11 cases. The Debtors have served notice of this Motion on (a) the U.S. Trustee; (b) those creditors holding the five largest secured claims against the Debtors’ estates on a consolidated basis; (c) those creditors holding the 50 largest unsecured claims against the Debtors’ estates on a consolidated basis; (d) attorneys for Delta Air Lines, Inc., the Debtors’ proposed post-petition lender; (e) the Internal Revenue Service; and (f) the Securities and Exchange Commission. In addition, the Debtors have served the Notice on the Counterparties.

**No Previous Request**

22. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York  
April 1, 2012

By: /s/ Damian S. Schaible

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Damian S. Schaible  
Darren S. Klein

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*Proposed Counsel to the Debtors and  
Debtors in Possession*

## **Exhibit A**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**PINNACLE AIRLINES CORP., *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-[ ](\_\_\_\_)**

**(Jointly Administered)**

**ORDER APPROVING PROCEDURES FOR THE  
REJECTION OF CERTAIN NON-AIRCRAFT AGREEMENTS  
EFFECTIVE AS OF THE PETITION DATE**

Upon the motion (the “**Motion**”)<sup>2</sup> of Pinnacle Airlines Corp. and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”), for an order pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, for an order approving the rejection of the Agreements pursuant to the Procedures as set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.) as amended by Standing Order M-431, dated February 1, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having

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<sup>1</sup> The Debtors are the following entities: Colgan Air, Inc.; Mesaba Aviation, Inc.; Pinnacle Airlines Corp.; Pinnacle Airlines, Inc. and Pinnacle East Coast Operations Inc.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Motion.

been provided to (a) the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”); (b) those creditors holding the five largest secured claims against the Debtors’ estates on a consolidated basis; (c) those creditors holding the 50 largest unsecured claims against the Debtors’ estates on a consolidated basis; (d) attorneys for Delta Air Lines, Inc., the Debtors’ proposed post-petition lender; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; and (g) the Counterparties, and it appearing that no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their respective estates and creditors; and rejecting the Agreement representing a prudent exercise of the Debtors’ business judgment; and the Debtors having articulated good, sufficient and sound business justifications and compelling circumstances for rejecting the Agreement; and the Court having reviewed the Motion and having held a hearing with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Procedures set forth in the Motion for the rejection of the Lufthansa MOU, the GE Agreements, the P&WC Agreement and the Former Officer Agreements, including all amendments, supplements, waivers, side letters and other ancillary agreements related thereto (collectively, the “**Agreements**”), are hereby approved pursuant to section 365(a) of the Bankruptcy Code; and it is further

ORDERED that the form of the notice attached as Exhibit B to the Motion is hereby approved; and it is further

ORDERED that within three business days of the entry of this Order, the Debtors shall serve a copy of the Order on (a) the U.S. Trustee; (b) those creditors holding the five largest secured claims against the Debtors' estates on a consolidated basis; (c) those creditors holding the 50 largest unsecured claims against the Debtors' estates on a consolidated basis; (d) attorneys for Delta Air Lines, Inc., the Debtors' proposed post-petition lender; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; and (g) the Counterparties; and it is further

ORDERED that any objection to the relief requested in the Motion on a permanent basis must, by 4:00 p.m. (prevailing Eastern Time) on the date that is 10 days after the date of the entry of this Order (the "**Objection Deadline**"), be: (a) filed with the Court and (b) actually received by (i) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Elisabetta G. Gasparini and Susan D. Golden, (ii) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner and Damian S. Schaible, (iii) attorneys for Delta Air Lines, Inc., the Debtors' proposed post-petition lender, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, Attn: David R. Seligman and (iv) attorneys for any official committee of unsecured creditors then appointed in these cases; and it is further

ORDERED that a reply to an Objection may be filed with the Court and served on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least two days before the date of the applicable hearing; and it is further

ORDERED that as to the rejection of an Agreement to which no Objections are timely filed and served as set forth herein, the Debtors shall, on or after the Objection Deadline, submit to the Court an order approving the rejection of such Agreement, *nunc pro tunc* to the Petition Date, which order shall be submitted and may be entered without further notice or opportunity to be heard afforded to any party; and it is further

ORDERED that if any timely Objections are received to the rejection of an Agreement, there shall be a hearing held on \_\_\_\_\_, 2012 at \_\_\_\_\_ (prevailing Eastern Time) only with respect to the rejection of the Agreements to which such Objections are properly filed and served; and it is further

ORDERED that the notice procedures set forth in the Motion are good and sufficient notice and satisfy Bankruptcy Rules 9014 and 6006, and Local Bankruptcy Rule 6006-1, by providing the Counterparties with a notice and an opportunity to object and be heard at a hearing; and it is further

ORDERED that claims arising out of any rejection or abandonment effected pursuant to these Procedures must timely be filed in accordance with any order pursuant to Bankruptcy Rule 3003(c) establishing a deadline by which prepetition general unsecured claims must be filed. Any claim not timely filed shall be irrevocably barred.

New York, New York

Dated: \_\_\_\_\_, 2012

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UNITED STATES BANKRUPTCY JUDGE

## **Exhibit B**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**PINNACLE AIRLINES CORP., *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-[ ](\_\_\_\_)**

**(Jointly Administered)**

**NOTICE OF INTENT TO REJECT CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE, that on April 1, 2012 (the “**Petition Date**”), Pinnacle Airlines Corp. and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed chapter 11 petitions commencing chapter 11 cases under the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that, contemporaneously with the service of this Notice, the Debtors filed the Debtors’ Motion for an Order Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 Approving Procedures for the Rejection of Certain Agreements (the “**Motion**”)<sup>2</sup> seeking an Order approving Procedures for the rejection of certain executory contracts. The proposed Procedures would enable the Debtors to reject the Agreements described in the Motion without further notice effective as of the Petition Date.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Motion, the above-captioned Debtors hereby provide notice of their intent to reject the Agreement referenced in Annex 1 hereto.

PLEASE TAKE FURTHER NOTICE that, upon entry of the Order granting the relief sought in the Motion, the Procedures set forth in the Motion for the rejection of the Agreements listed therein shall be effective as of the filing of the chapter 11 cases. If any affected Counterparty wishes to object to the rejection of an Agreement to which it is a party, such affected Counterparty must file and serve such objection in accordance with the terms set forth in the Order. Any objection filed in connection with a rejection hereunder shall be heard by the Court at a date and time to be established by

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<sup>1</sup> The Debtors are the following entities: Colgan Air, Inc.; Mesaba Aviation, Inc.; Pinnacle Airlines Corp.; Pinnacle Airlines, Inc. and Pinnacle East Coast Operations Inc.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Order.

the Court. However, there will be no hearing for any Agreement for which no timely objection is received. If, after a hearing, the disputed rejection is approved by the Court, any Agreement subject to the overruled or withdrawn Objection will be rejected as of the Petition Date.

New York, New York  
Dated: April 1, 2012

By:

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Damian S. Schaible  
Darren S. Klein

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*Proposed Counsel to the Debtors and  
Debtors in Possession*

Annex 1\*

Counterparty to the Agreement to be Rejected	Contract Type	Debtor Parties to the Agreement to be Rejected	Date of Contract	Rejection Effective Date
<b>GE Engine Services, Inc.</b> 1000 Western Avenue Lynn, MA 01910 Attn: ECMP Program Manager	Engine Care Maintenance Plan	Colgan Air Inc.	December 31, 2003	Petition Date
<b>General Electric Company</b> 1000 Western Avenue Lynn, MA 01910 Attn: ECMP Program Manager	Engine Care Maintenance Plan	Mesaba Aviation, Inc.	October 1, 2007	Petition Date
<b>Lufthansa Systems AG</b> Am Weiher 24 65451 Frankfurt am Main Germany	Memorandum of Understanding	Pinnacle Airlines Corp.	November 3, 2011	Petition Date
<b>Pratt &amp; Whitney Canada Corp.</b> 1000 Marie-Victorin Longueuil, Quebec, Canada J4G 1A1	Term Cost Plan Agreement	Colgan Air Inc.	December 15, 2009	Petition Date

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\* All contracts include any amendments, modifications or supplements related thereto.

<b>Counterparty to the Agreement to be Rejected</b>	<b>Contract Type</b>	<b>Debtor Parties to the Agreement to be Rejected</b>	<b>Date of Contract</b>	<b>Rejection Effective Date</b>
<b>Douglas W. Shockey</b>	Release Agreement	Pinnacle Airlines Corp.	October 19, 2011	Petition Date
<b>Philip H. Trenary</b> 5825 Garden Oak Cove Memphis, Tennessee 38120	Consulting Agreement	Pinnacle Airlines Corp.	March 10, 2011	Petition Date