



2000 Westchester Avenue
Purchase, New York 10577-2543

CREWMEMBER SERVICES AGREEMENT

Between

Atlas Air, Inc.

and

Polar Air Cargo Worldwide, Inc.

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CREWMEMBER SERVICES AGREEMENT

THIS CREWMEMBER SERVICES AGREEMENT (this "Agreement"), made and entered into this ___ day of _____, 2011 (the "Effective Date"), by and among ATLAS AIR, INC., a Delaware Corporation, having its principal office at 2000 Westchester Avenue, Purchase, New York 10577, USA ("ATLAS"), and POLAR AIR CARGO WORLDWIDE, INC., a Delaware Corporation having its principal office at 2000 Westchester Avenue, Purchase, NY 10577, USA ("POLAR") (each, a "Party"; collectively, the "Parties").

WITNESSETH:

WHEREAS, ATLAS is an air carrier (U.S. Federal Aviation Administration or "FAA" certificate number UIEA784U) willing to provide to POLAR certain services, including the provision of flight crews and check airmen and flight crewmember training, all in accordance with the terms of this Agreement; and

WHEREAS, POLAR is an air carrier (FAA certificate number P5CA067Y) that desires to obtain from ATLAS the foregoing services in accordance with the terms of this Agreement;

WHEREAS, ATLAS and POLAR have agreed to a Single Collective Bargaining Agreement covering ATLAS and POLAR flight crewmembers (the "SCBA");

NOW, THEREFORE, in consideration of the mutually agreed upon terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1.

Assignment of Flight Crewmembers and Check Airmen

1.1 ATLAS shall provide to POLAR, flight crewmembers in sufficient numbers and of sufficient training and qualifications to allow POLAR to operate the aircraft listed or to be listed on POLAR's FAA operations specifications (the "Aircraft") so long as the Flight Services Agreement between Atlas Air, Inc. and Polar Air Cargo Worldwide, Inc., dated June 28, 2007 (the "FSA") is in effect.

1.2 Each flight crewmember assigned pursuant to this Agreement shall be referred to as an "Assigned Flight Crewmember" and a crew complement adequate to operate an Aircraft shall be referred to as a "Assigned Flight Crew." For purposes of this agreement, an "Assigned Flight Crewmember" is a crewmember who has "reported" for his/her Polar flight assignment and continues until his/her "release" from such assignment.

1.3 Assigned Flight Crewmembers shall be properly certified and current in accordance with the Federal Aviation Regulations ("FAR") and with the laws and requirements of all countries whose rules and regulations may apply under this Agreement to the extent not in conflict with the FAR.

1.4 ATLAS shall provide to POLAR, check airmen in sufficient numbers and of sufficient training and qualifications to allow POLAR to operate the Aircraft, and to train and qualify those check airmen to perform the functions required of check airmen by the FAR. Each check airman assigned pursuant to this Agreement shall be referred to as an "Assigned Check Airman." Assigned Check Airmen shall be properly certified and current in accordance with the FAR and with the laws and requirements of any country whose rules and regulations may apply under this Agreement to the extent not in conflict with the FAR.

1.5 POLAR shall use Assigned Flight Crewmembers to operate the Aircraft and shall use Assigned Check Airmen to perform the functions required of check airmen by the FAR.

1.6 The terms and conditions of assigning and using Assigned Flight Crewmembers and Assigned Check Airmen, including the duty and rest times of Assigned Flight Crewmembers and Assigned Check Airmen shall be in accordance with the SCBA and the FAR.

1.7 At all times during the performance of Flight Duties on POLAR flights and on Duty Assignments for POLAR, Assigned Flight Crewmembers and Assigned Check Airmen shall be deemed agents of POLAR. At all times, POLAR shall be in operational control of POLAR's flights and POLAR shall have the authority and responsibility to supervise, direct, and control Assigned Flight Crewmembers and Assigned Check Airmen at all times during the performance of Flight Duties on POLAR flights and on Duty Assignment for POLAR flights. For purposes of this Agreement, the term "Flight Duties" means any duties or responsibilities performed aboard an Aircraft whether for purpose of operating the Aircraft, giving or receiving training, receiving checks, checking or observing the performance of other Assigned Flight Crewmembers. The term "Duty Assignment" means any duties or responsibilities for POLAR other than Flight Duties.

ARTICLE 2.

Term

The term of this Agreement (the "Term") shall commence on the Effective Date and extend until [] years following the Effective Date.

ARTICLE 3.

Flight Crewmember Salary, Benefits and Allowances

3.1 Assigned Flight Crewmembers shall at all times remain employees of ATLAS. Salaries, employee compensation and benefits, including but not limited to sick leave, workers' compensation (or similar), life and medical insurance, and all employee-related taxes shall in all instances be the sole responsibility of, and paid by, ATLAS. POLAR'S responsibility to reimburse ATLAS for costs incurred by, or otherwise relating to Assigned Flight Crewmembers and Assigned Check Airmen shall be governed by the FSA.

3.2 ATLAS shall cause POLAR to be named as an additional insured with respect to Assigned Flight Crewmembers and Assigned Check Airmen under its own employers liability (or similar) insurance coverage.

ARTICLE 4.
[Not Used]

ARTICLE 5.
Operational Control

5.1 All services provided by ATLAS to POLAR pursuant to this Agreement shall comply with POLAR's FAA-approved operations programs, policies, and procedures.

5.2 Notwithstanding any other provision of this Agreement, POLAR Aircraft shall at all times be under the exclusive possession, direction, and operational control of POLAR.

5.3 Assigned Flight Crewmembers and Assigned Check Airmen shall not be required to operate any Aircraft in violation of the terms or conditions of any insurance policy relating to the Aircraft or its operation, in contravention of the flight, duty, and rest requirements applicable to Assigned Flight Crewmembers and Check Airmen under the SCBA, or in violation of any law, rule, or regulation controlling POLAR flight operations, any Assigned Flight Crewmember, or any Assigned Check Airman under this Agreement.

5.4 Assigned Flight Crewmembers, Assigned Check Airmen shall be agents of POLAR for the purpose of POLAR's operational control of all POLAR flights. Assigned Flight Crewmembers, Assigned Check Airmen shall perform their functions under the authority of, and subject to, POLAR's air carrier certificate and operations specifications, and will be subject to the authority of POLAR with respect to operational and maintenance issues.

5.5 Assigned Flight Crewmembers, Assigned Check Airmen shall be required to adhere to POLAR's security procedures, including but not limited to security procedures relating to the Assigned Flight Crew, Aircraft and cargo.

5.6 Assigned Flight Crewmembers and Assigned Check Airmen shall not be obligated to operate to any country or airport if such operations would be contrary to regulations or directives of any governmental entity, including but not limited to the United States Departments of State and Treasury, the DOT and the FAA.

ARTICLE 6.
Compensation

6.1 ATLAS shall be compensated for the services it provides pursuant to this Agreement in accordance with the FSA, including the FSA's provisions regarding invoicing, payment and notice.

ARTICLE 7.
Liability and Indemnity

7.1 Services performed by ATLAS pursuant to this Agreement shall be deemed to be services performed by ATLAS under the FSA, and the liability and indemnity provisions included

in Article 9 of the FSA accordingly shall apply in all respects to services performed by ATLAS pursuant to this Agreement.

ARTICLE 8.

Insurance

8.1 The insurance carried by each Party with respect to activities contemplated by this Agreement shall be primary and non-contributory.

8.2 Each Party shall arrange for its insurers to waive any rights of recourse including subrogation against the other Party or Parties, its officers, directors, shareholders, agents, employees, agents, or subcontractors in accordance with any liability assumed hereunder.

8.3 To the extent both Parties are not carried on the same insurance policy or certificate, each Party, with respect to its own responsibilities hereunder, shall designate the other Party or Parties an additional insured in its policies covering liability risks respectively assumed hereunder, and shall have inserted in those policies an appropriate severability of interest and cross liability clauses.

8.4 To the extent both Parties are not carried on the same insurance policy or certificate, each Party shall procure that the interest of the other Party or Parties in such insurances shall be insured regardless of any breach or failure or violation by the insured of any warranties, declarations or conditions contained in such policies.

8.5 Prior to commencement of operations hereunder and reasonably in advance of any expiration of each policy of insurance required pursuant to this Agreement, each Party shall deliver to the other Party upon request a certificate or certificates evidencing the insurance referred to herein and each Party shall arrange that the policy territory of such insurances shall be worldwide, subject to such territorial exclusions as may be usual and customary in the worldwide airline insurance industry. It is understood and agreed that to the extent that the parties are on the same insurance policy or insurance certificate, the Parties will be delivering to each other identical certificates.

8.6 Each Party shall ensure that any certificate delivered under Section 8.5 shall include a provision giving the other Party not less than thirty (30) days notice (ten (10) days in the event of cancellation due to non-payment) of intent to cancel or materially alter the insurance (in a manner adverse to the other Party) carried as required by this Agreement, and not less than seven (7) days notice (or such shorter period as may be customary) in respect of changes in war and allied perils coverage exclusions. It is understood and agreed that to the extent that the Parties are on the same insurance policy or certificate, then the obligations of this Section 8.5.6 can be satisfied by one Party giving written notice to the other Party (within the applicable timeframes noted above).

8.7 Notwithstanding the foregoing, to the extent that the Parties to this Agreement are party to the same insurance policy or program, the provisions of Section 8.1 through Section 8.4 of this Article shall be interpreted to appropriately reflect the usual and customary terms of being party to the same insurance policy or program.

ARTICLE 9.
Force Majeure

9.1 The failure of ATLAS to perform obligations under this Agreement shall be subject to the Force Majeure provisions contained in Article 11 of the FSA ("Force Majeure").

ARTICLE 10.
Termination

10.1 This Agreement shall terminate automatically upon termination of the FSA.

10.2 This Agreement may be terminated as follows:

- (a) By the mutual agreement of the Parties.
- (b) By either Party on not less than 180 days written notice to the other Party.
- (c) By either Party, with immediate effect, by notice in writing to the other:
 - (i) If the other is declared bankrupt, or becomes insolvent, or files a petition for bankruptcy, or if the whole or a substantial part of the other's property is seized before judgment or under an execution, or if a bankruptcy or insolvency proceedings commenced against the other in any jurisdiction and such proceedings, if involuntary, are not dismissed or discharged within sixty (60) days; or
 - (ii) If the other defaults in the performance of any material covenant, term or condition contained in this Agreement including POLAR's default in the payment of any amounts due hereunder within ten (10) business days of its due date and such default continues unremedied for thirty (30) days from the time written notice of default has been given, and in the case of ATLAS default where such default is material to the business of POLAR, unless such default is capable of cure and the defaulting Party is diligently taking steps to effect such cure.

10.3 In the event this Agreement is terminated in accordance with any of the foregoing provisions, such termination shall be without prejudice to the rights and liabilities hereunder and at law and in equity; provided, however, that neither Party shall not be entitled to claim or recover from the other Party any consequential or special damages.

ARTICLE 11.
[Not Used]

ARTICLE 12.

Assignment

This Agreement will inure to the benefit and be binding upon each of the Parties hereto and their respective successors and permitted assigns. No other person or entity shall have any rights, claims, benefits or powers under this Agreement and this Agreement shall not be construed or interpreted to confer any rights, claims, benefits, or powers upon any third party. Neither this Agreement, nor the rights or obligations of either Party, may be assigned, subleased, delegated or transferred, in whole or in part, without the prior written consent of the other Party, except that subject to FAA approval, ATLAS may assign, transfer or delegate this Agreement to an affiliate that is able to perform the terms and conditions of ATLAS hereunder, provided, that performance by such transferee continues to be guaranteed by Atlas Air Worldwide Holdings, Inc. ("AAWW" under that certain Indemnity Agreement among AAWW, POLAR and DHL Network Operations (USA), Inc., dated June 28, 2007.

ARTICLE 13.

Government Requirements

Should any relevant government agency delay implementation of, or render it difficult or impossible to implement the services contemplated by this Agreement, the Parties shall cooperate with one another in an effort to modify this Agreement and the services to be provided hereunder in such fashion as will enhance implementation of this Agreement without affecting the economics of the Parties' overall arrangement.

ARTICLE 14.

Conformity With Laws and Conventions

14.1 The provisions of this Agreement shall be subject to, and at no time be in conflict with, the laws of any country which has authority to exercise jurisdiction over this Agreement or with applicable international conventions.

14.2 Any provisions of this Agreement that are found to be contrary to any law, regulation, convention or resolution shall be deemed cancelled as of the date of effectiveness of such law, regulation, convention or resolution and revised accordingly by means of an amendment to this Agreement as provided for herein and such cancellation shall not affect the validity of the other provisions of this Agreement, so long as the Parties receive the benefit of the bargain contemplated by the terms and conditions of this Agreement.

ARTICLE 15.

Applicable Law and Jurisdiction

15.1 This Agreement and the interpretation and performance hereof shall be governed by the applicable laws of the State of New York, USA, and each Party consents to New York as the exclusive jurisdiction and venue for any legal proceedings, and of the federal and state courts located in the State of New York, USA for enforcement action.

ARTICLE 16.
Confidentiality/Publicity

16.1 Each of the Parties shall treat as strictly confidential and shall not reproduce or use for its own purposes or divulge, or permit to be divulged, to others (i) all information and data obtained by or from the other Party in connection with this Agreement, or otherwise related to this Agreement, which is confidential or proprietary to one of the Parties, including its customers, customer lists, information and data relating to customers, operations, policies, procedures, techniques, accounts, computer programs and networks, and personnel ("Confidential Information"); and (ii) all information and data which are confidential or proprietary to a third party and which are in the possession or control of one of the Parties ("Third Party Confidential Information"); provided, that POLAR may reproduce or use for its own purposes all Confidential Information and Third Party Confidential Information of ATLAS that was used directly in the conduct of the scheduled service business operated by POLAR prior to the date hereof other than Third Party Confidential Information subject to restraints on disclosure and which such Party reasonably believes disclosure of such information would result in the breach of such Party's obligations related to such Third Party Confidential Information (the "Business Confidential Information"). Each of the Parties shall limit access to the Confidential Information and Third Party Confidential Information to its employees having a need to know. Further, upon reasonable notice from the other Party or upon termination of this Agreement, return to the other Party all Confidential Information and Third Party Confidential Information in its possession in whatever form and on whatever medium embodied; provided, that this sentence shall not apply to the POLAR with respect to the Business Confidential Information.

16.2 The Parties shall not knowingly, directly or indirectly, divulge, communicate or use to the detriment of the other Party, or for the benefit of any other person(s), or misuse in any way, the Confidential Information or Third Party Confidential Information.

16.3 The Parties may disclose Confidential Information or Third Party Confidential Information:

- (a) to professionals engaged by a Party who has a legitimate need to review this Agreement, the Confidential Information or the Third Party Confidential Information, and only after such party agrees to be bound by this Article;
- (b) as may be required pursuant to subpoena, court order, or request of a governmental authority having jurisdiction over a Party;
- (c) with the consent of the other Party, which may be withheld in that Party's discretion;
- (d) in an action or other proceeding to enforce or which otherwise concerns this Agreement; or
- (e) otherwise required by law.

16.4 If a Party receives a subpoena, court order or governmental request calling for the disclosure of this Agreement, the Party shall notify the other Party to provide that Party with an

opportunity to object to the requested disclosure. However, nothing herein shall require a Party to violate any subpoena, court order or governmental request for disclosure.

16.5 All inquiries from the press concerning the activities of ATLAS, POLAR or any of their affiliate companies shall be referred to ATLAS' or POLAR's spokesperson, as appropriate.

ARTICLE 17.
Further Cooperation

From time to time, as and when requested by any Party to this Agreement, each other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments, and shall take, or cause to be taken, all such further or other actions, as such other Party may reasonably deem necessary or desirable to carry out the intent of this Agreement.

ARTICLE 18.
Merger/Modification

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and as of the date of this Agreement merges and supersedes all prior discussions, agreements and understandings concerning the subjects covered by this Agreement. Unless expressly provided herein, this Agreement may not be changed or modified except by agreement in writing signed by both Parties. The waiver by either Party of performance of any term, covenant or condition of this Agreement in a particular instance shall not constitute a waiver of any subsequent breach or preclude such Party from thereafter demanding performance thereof according to the terms hereof.

ARTICLE 19.
Authorizations

The Parties agree that each of them, in accordance with their respective responsibilities hereunder, shall timely apply for and obtain all necessary governmental approvals, traffic rights, airport clearances, and other permission (if any shall be required) with regard to the services to be rendered hereunder.

ARTICLE 20.
Miscellaneous

20.1 A waiver of any default hereunder shall not be deemed a waiver of any other or subsequent default hereunder.

20.2 This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either Party. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, unenforceability or illegality shall not affect any other provision of this Agreement and the Agreement shall remain in full force and effect and be construed as if such invalid, unenforceable or illegal provision had never been contained herein. The Parties shall undertake good faith consultations in order to replace any such invalid, unenforceable or illegal provision with a

replacement provision intended to accomplish, as near as possible, the purpose and intent of the original such provision.

20.3 Each Party has had an opportunity to review this Agreement, with benefit of legal counsel of its own choosing if desired, and no adverse rule of construction or interpretation shall be applied against ATLAS or POLAR as the drafting Party of this Agreement.

20.4 Headings, as used herein, are added for the purpose of reference and convenience only, and shall in no way be referred to in construing the provisions of this Agreement.

20.5 Each signatory to this Agreement warrants and represents that such signatory has full authority and legal capacity to execute this Agreement on behalf of and intending to legally bind the Parties hereto.

20.6 Each Party, in its performance under this Agreement, is and shall be engaged and acting as an independent contractor in its own separate business.

20.7 This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one binding agreement on the Parties, notwithstanding that not all Parties are signatories on the same counterpart.

20.8 Each of the Parties shall pay the fees and expenses of their own counsel, accountants or other experts, and all expenses incurred by such Party incident to the negotiations, preparation and execution of this Agreement.

THIS CREWMEMBER SERVICES AGREEMENT has been executed in duplicate by the duly authorized representatives of the Parties hereto on the date first hereinabove written.

POLAR AIR CARGO WORLDWIDE, INC.

ATLAS AIR, INC.

By:

[Redacted Signature]

By:

[Redacted Signature]

Name:

[Redacted Name]

Name:

[Redacted Name]

Title:

Director of Operations

Title:

Director of Operations