

LIST OF ATTACHMENTS

Fine Air Aircraft Wet Lease Agreement.....	1
Aeromar Airlines Pallet Loading Sheets and Supporting Documentation.....	7
Fine Air Weight and Balance Calculations.....	19
Fine Air Weight Distribution Form.....	22
Fine Air Flight Departure Papers.....	23
Boeing, Douglas Products Division Weight and Balance Calculations.....	35
Consent Agreement between Fine Air and FAA.....	49
Aeromar Airlines Load Crew assignment sheet.....	57
McDonnell Douglas Flight Operations Bulletin.....	58
Other correspondence.....	61



FINE AIRLINES, INC.
P.O. BOX 523726
MIAMI, FLORIDA 33152
4600 NW 35TH STREET
BUILDING 22

AIRCRAFT WET LEASE AGREEMENT

This AIRCRAFT WET LEASE AGREEMENT ("Agreement") is made and entered into as of 1 May 1997 between Fine Airlines, Inc., a Florida Corporation, 1701 N.W. 66th Avenue, Miami, Florida, 33122 ("FINE"), and Aeromar C por A, a Dominican Republic Corporation ("AEROMAR"), 6245 N.W. 18th Street, Building 2144, Miami, Florida, 33122.

Now, therefore, in consideration of the mutual covenants, agreements, terms and conditions herein contained, the parties hereby agree as follows:

1. AIR CARRIER

FINE holds a valid certificate of public convenience and necessity to engage in interstate, overseas and foreign charter air transportation of property and mail issued by the Department of Transportation ("DOT") to operate as an air carrier under part 121 of the Federal Aviation Act of 1958, as amended ("ACT").

2. PROVISION OF SERVICES

FINE shall furnish AEROMAR with air charter services as set out in Section 4 in this Agreement ("Services"), using an aircraft having the specifications set out in this Agreement and AEROMAR shall utilize and pay FINE for the Services upon the terms and conditions set forth in this Agreement.

3. TERM OF SERVICE

The Services shall commence on or about May 1, 1997 and will terminate on May 1, 1999 unless terminated earlier by either party in writing.

4. NATURE OF THE SERVICES; OBLIGATIONS; EXCEPTIONS

A. Services. The aircraft will fly routes agreed upon by FINE and AEROMAR. FINE shall provide round trip service with a DC-9 aircraft, at the rate of \$1,700.00 per block hour as per the aircraft logbook for 50 series aircraft and at the rate of \$1,950.00 per block hour as per the aircraft logbook for 61 series aircraft. This includes aircraft, crew, maintenance, and aircraft liability insurance. AEROMAR to provide fuel, loading and unloading at all stops, landing fees, duties, permits, over flights, taxes, parking fees, civil aeronautic charges, airport charges, navigational and communication charges, ground handling and all other flight related expenses. AEROMAR to pay per diems and transportation charges, including hotel expenses, for the flight crew and maintenance representatives for all overnight situations away from Miami. Actual flight expenses and fuel adjustment charges will be calculated and invoiced the day after each flight. All flights covered under this Agreement shall be under the operational control of FINE.

Fine Air

B. Fuel Economy. In rendering the Services, FINE's crew shall configure the fuel requirements of said Aircraft so as to provide the maximum cargo payload at all times, taking into consideration all relevant flight planning and scheduling factors. FINE shall at all times use its best efforts to conduct its flight operations in a manner consistent with fuel economy and safe airline practices.

C. Obligations of FINE. Except for the items to be provided by AEROMAR set out in this Agreement, FINE, at FINE's sole cost and expense, shall provide all personnel, equipment, licenses, and any additional items required to provide the Services, including but not limited to:

(1) Fully qualified, licensed, and experienced cockpit crews as necessary to fly the Aircraft on the routes agreed upon by FINE and AEROMAR;

(2) Salaries, social security, payroll taxes, other fringe benefits and insurance for the flight crews, ground staff, and other FINE personnel provided pursuant to the Agreement;

(3) Insurance coverages; to include hull and liability insurance. FINE shall be the sole loss payee in the event of a hull loss and AEROMAR shall be named additional insured under FINE's aircraft liability policy. AEROMAR shall maintain its own cargo legal liability insurance.

(4) The Aircraft that FINE will operate pursuant to this wet lease will be a DC-8 aircraft:

Registration N54FA, Series 54	Registration N7046H, Series 54
Registration N55FB, Series 55	Registration N507DC, Series 51
Registration N56FA, Series 54	Registration N508DC, Series 51
Registration N57FB, Series 54	Registration N27UA, Series 61
Registration N426FB, Series 54	Registration N29UA, Series 61
Registration N427FB, Series 54	Registration N30UA, Series 61
Registration N44UA, Series 54	

All are fully modified as required by law and on FINE Operations Specifications:

(5) Complete maintenance, including, but not limited to, routine or line maintenance, overhaul, and repair or other major overhaul level of the maintenance program under which the Aircraft is operated, as required by law. FINE shall maintain all applicable aircraft instruments, components, parts, accessories, and controls to the requisite FAA specifications, and shall ensure that all flight crews, maintenance personnel, flight dispatchers, and other personnel shall be qualified to maintain such equipment, supervise, and conduct flight and ground operations;

(6) Preparation of flight-related documents at all locations flown;

(7) All necessary flight planning and flight following activities required to perform the required trips;

D. Obligations of AEROMAR. AEROMAR shall provide such services and supplies as set forth in this Agreement.

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Fine Air

5. PAYMENTS

AEROMAR agrees to pay FINE on a weekly basis, in arrears, for flights flown during the week. Invoicing will be done on a per trip basis. FINE will charge AEROMAR at the rate of \$1,700.00 per block hour as per the aircraft log book for 50 series aircraft and at the rate of \$1,950.00 per block hour as per the aircraft logbook for 61 series aircraft. In addition, FINE shall bill AEROMAR per flight \$322.00 for landing fees in Miami, \$196.00 for parking fees in Miami, \$150.00 for drug dog security in Miami, \$61.00 APHS user fees, \$150.00 for ground handling in Miami.

6. CANCELLATION

Either party shall have the right to cancel this Agreement upon written notice to the other party giving five (5) days notice in advance of such date of cancellation.

7. ASSIGNMENT

Neither FINE nor AEROMAR may assign or subcontract its rights or obligations under this Agreement without the written consent of the other party.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FINE represents, warrants and covenants that:

A. Corporate Status. FINE is a corporation duly organized and validly existing, and in good standing under the laws of the State of Florida.

B. Authority. FINE has the full power, authority and legal right to execute, deliver and perform the terms of this Agreement. This Agreement has been duly authorized by all necessary corporate action of FINE and it constitutes a valid and binding obligation of FINE enforceable in accordance with its terms. This Agreement does not contravene any law, governmental rule, regulation, or order known to and binding on FINE or contravene the certificate of incorporation or by-laws of FINE or contravene the provisions of or constitute any default under, or result in the creation of any lien upon any of the property of FINE under any indenture, mortgage, contract, or other agreement to which FINE is a party or by which it is bound.

C. Indemnification. FINE shall assume all risks and/or liability for and shall hold AEROMAR, its employees, servants and agents free and harmless from any and all claims (including legal fees and court costs and expenses) in respect of death of or injury to FINE's employees when in the course of their employment or loss or damage to their property including, but not limited to, any liability for consequential damages arising directly or indirectly from or connected with this Agreement.

D. FINE shall be responsible for its crew and maintenance personnel with regard to any of their actions involving the carriage aboard the chartered aircraft of contraband or any materials, products or other substances that importation, possession, transportation or distribution of which would

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Fine Air

constitute a violation of any law of the Dominican Republic, the United States of America, or any state (or division of such state) thereof. FINE agrees to indemnify and hold harmless AEROMAR from all costs, expenses (including legal fees), losses, liabilities, and damages incurred by AEROMAR as a result of any foregoing activities by FINE's crew or maintenance personnel.

AEROMAR represents, warrants and covenants that:

A. Corporate Status. AEROMAR is a corporation duly organized and validly existing, and in good standing under the laws of the Dominican Republic.

B. Authority. AEROMAR has the full power, authority and legal right to execute, deliver and perform the terms of this Agreement. This Agreement has been duly authorized by all necessary corporate action of AEROMAR and it constitutes a valid and binding obligation of AEROMAR enforceable in accordance with its terms. This Agreement does not contravene any law, governmental rule, regulation, or order known to and binding on AEROMAR or contravene the certificate of incorporation or by-laws of AEROMAR or contravene the provisions of or constitute any default under, or result in the creation of any lien upon any of the property of AEROMAR under any indenture, mortgage, contract, or other agreement to which AEROMAR is a party or by which it is bound.

C. Indemnification. AEROMAR shall assume all risks and/or liability for and shall hold FINE, its employees, servants and agents free and harmless from any and all claims (including legal fees and court costs and expenses) in respect of death of or injury to AEROMAR's employees when in the course of their employment or loss or damage to their property including, but not limited to, any liability for consequential damages arising directly or indirectly from or connected with this Agreement.

D. AEROMAR hereby warrants and guarantees that the cargo to be transported by FINE pursuant to this Agreement shall not contain any contraband or any materials, products, or other substances that importation, possession, transportation, or distribution of which would constitute a violation of any law of the Dominican Republic, the United States of America, or any state (or division of such state) thereof, or any other destination that AEROMAR shall request FINE to fly. AEROMAR agrees to indemnify and hold harmless FINE from all costs, expenses (including attorneys fees), losses, liabilities, and damages incurred by FINE as a result of any breach of the foregoing commitment. AEROMAR agrees to pay and discharge any liens, claims or penalties imposed as a result of violations by it or its agents or its employees of any such laws, rules, regulations or requirements. AEROMAR agrees to pay lessor as liquidated damages for loss of use of the aircraft up to 8 hours of block time per day while the aircraft is out of use as a result of a violation described in this paragraph.

E. Obligations. AEROMAR shall provide FINE with

BF
RF

Fine Air

accurate cargo weights so FINE can properly determine the weight and balance of the aircraft to insure lawful operating conditions. Actual payload shall be limited to either weight or volume and the weight or volume is not guaranteed. Operating conditions may result in increase or decrease in weight limit.

9. NOTICES

All notices, requests, demands and other communications under this Agreement, shall be in writing and shall be deemed to have been duly given on the date of service if served personally, by telegram, by telefax or overnight delivery, on the party to whom notice is to be given, and addressed properly as follows:

To FINE:

1640 N.W. 62 Avenue
Miami, Florida 33122

To AEROMAR:

2460 N.W. 66 Avenue
Miami, Florida 33122

10. GOVERNING LAW

The parties hereto agree that the law of the State of Florida shall govern the terms of this Agreement, and any litigation must exclusively be brought in the Federal District Court of the Southern District of Florida or the courts of the State of Florida located in Miami, Florida. This Agreement shall be construed and governed in agreement with the laws of the State of Florida and the United States of America.

11. CUSTOMS FEES

Any additional fees incurred due to U.S. Customs or Foreign Customs inspections of the cargo or aircraft shall be the responsibility of AEROMAR.

IN WITNESS WHEREOF: The parties hereto have affixed their hand and seals the day and year first written above.

AEROMAR C por A
"AEROMAR"

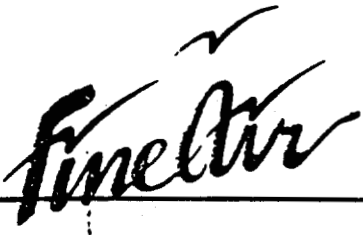
FINE AIRLINES, INC.
"FINE"

By: 

Title: Vice-president.

By: 

Title: Vice President



FINE AIRLINES, INC.
P.O. BOX 523726
MIAMI, FLORIDA 33152
4600 NW 36TH STREET
BUILDING 22

ADDENDUM TO AIRCRAFT WET LEASE AGREEMENT

This ADDENDUM TO AIRCRAFT WET LEASE AGREEMENT ("Agreement") is made and entered into as of June 19, 1997 and supplements the existing AIRCRAFT WET LEASE AGREEMENT between Fine Airlines, Inc., hereinafter FINE, and Aeromar C. por A., hereinafter AEROMAR, dated May 1, 1997 for the purpose of complying with United States Federal Aviation Regulation 119.53, "Wet leasing of aircraft and other arrangements for transportation by air."

Now, therefore, in order to comply with Federal Aviation Regulation 119.53, the parties hereby offer the following additional information as follows:

A. AUTHORIZED TO ENGAGE IN COMMON CARRIAGE

FINE holds a valid certificate of public convenience and necessity to engage in interstate, overseas and foreign charter air transportation of property and mail issued by the Department of Transportation ("DOT") to operate as an air carrier under part 121 of the Federal Aviation Act of 1958, as amended ("ACT").

AEROMAR holds a valid exemption under 49 U.S.C. section 40109, issued by the Department of Transportation ("DOT") to engage in non-scheduled foreign air transportation of property and mail between a point or points in the Dominican Republic on the one hand and points in the United States on the other hand.

B. AIRCRAFT

The registration markings of the aircraft involved in the AIRCRAFT WET LEASE are as follows:

- | | | |
|------------------|------------------|------------------|
| N55FB, DC-8F-55 | N44UA, DC-8F-54 | N507DC, DC-8F-51 |
| N54FA, DC-8F-54 | N56FA, DC-8F-54 | N508DC, DC-8F-51 |
| N426FB, DC-8F-54 | N7046H, DC-8F-54 | N27UA, DC-8F-61 |
| N427FB, DC-8F-54 | | N29UA, DC-8F-61 |
| N57FB, DC-8F-54 | | N30UA, DC-8F-61 |

C. KIND OF OPERATION

FINE shall operate flights under this AIRCRAFT WET LEASE using the conditions and authorizations provided in the Federal Aviation Regulations Part 121 Supplemental Operations Specifications issued to FINE by the United States Federal Aviation Administration.

D. AREAS OF OPERATION

Flights shall be conducted between points in the United States and points in the Dominican Republic.

E. OPERATIONAL CONTROL

FINE shall maintain operational control of the aircraft at all times during operations conducted under this AIRCRAFT WET LEASE. In exercising operational control, FINE shall utilize FINE's flight crew members trained under FINE's FAA Approved training program; FINE's dispatch center; maintenance shall be performed under FINE's FAA Approved Maintenance Program; and servicing of the aircraft shall be done under the supervision of FINE's employees.

CHAMSY

TRANSFER, INC.

OFFICE AND WAREHOUSE: 1801 N.W. 82 Ave., Miami, FL 33126-1013
 MAILING ADDRESS: P.O. Box 523730, Miami, FL 33152-3730
 (305) 593-0665 / FAX: (305) 593-0431



DATE: 02/06/97 B/L #

LTL BILL OF LADING

SHIPPER NAME: CHAMSY 2500 WEST 18TH AVENUE CONTACT: MIAMI MIAMI, FL		CONSIGNEE DEFONAR 2440 NW 66 AVE. MIAMI, FL 33164	
---	--	--	--

BILL TO CHAMSY	FOR ACCOUNT OF LEVIS	CONTACT CARLOS CORADO	CUSTOMER REF. NO. 115134
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ARRIVED SHIPPER	LEFT SHIPPER	ARRIVED CONSIGNEE	LEFT CONSIGNEE	REMARKS
10:40	1:05	1:35		ARR/DEL: 306-9001-6884
BONDED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		TYPE OF ENTRY Full		

NO. OF PKGS.	GROSS WEIGHT	DESCRIPTION OF ARTICLES	DIMENSIONS
49	4.150	SPLIT INTO PIECES GOODS AND ACCESS. INDUSTRIAL BOUL. REF.	
		Total Volume	

DESCRIPTION OF CHARGES	RATE	AMOUNT

EXCEPTIONS

wa: 80602

Received in Good Order By:

[Signature]
 (SIGNATURE)
 DANIEL MORA
 (PRINT NAME)
 02/06/97
 (DATE)

DELIVER BY: 02/06/97 01:30 PM FREIGHT PREPAID

CARRIER: CHAMSY TRANSFER, INC.
 ICC # MC147195, FPSC # 14593, CHL # M-189

DRIVER: [Redacted]

CHAMSY TRANSFER, INC. LIMIT OF LIABILITY FOR ALL LOSS OR DAMAGE RESULTING FROM ONE CASUALTY OR DISASTER SHALL NOT EXCEED \$ 50 PER POUND

CHAMSY

TRANSFER, INC.

OFFICE AND WHSE: 1801 N.W. 82 Ave., Miami, FL 33126-1013
 MAILING ADDRESS: P.O. Box 523730, Miami, FL 33152-3730
 (305) 593-0665 / FAX: (305) 593-0431

DATE: 8/06/97 11:53
 BL #: 0231641

LTL BILL OF LADING

SHIPPER PETE'S CUTTING 7501 WEST 18TH LANDE CONTACT: JIM LIGONA HIALEAH FL.		CONSIGNEE AEROMAR 2460 NW 66 AVE. BLDG. 701 MIAMI FL. 33166
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BILL TO MIFCO	FOR ACCOUNT OF LEVIS	CONTACT CARLOS CORADO	CUSTOMER REF. NO. 551657
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ARRIVED SHIPPER: 4:40 LEFT SHIPPER: 5:20 ARRIVED CONSIGNEE: 5:50 LEFT CONSIGNEE: REMARKS

AWB/BL# 926-9021-6873	
BONDED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE OF ENTRY N
CARGO READY FOR PICK UP NOW.	

NO. OF PKGS. GROSS WEIGHT DESCRIPTION OF ARTICLES DIMENSIONS

NO. OF PKGS.	GROSS WEIGHT	DESCRIPTION OF ARTICLES	DIMENSIONS
434 314	13601 12,085 #	PCS CUT PIECES GOODS AND ACCRS. TROPICAL MANUFACTURING DR.	41 38 35 27 8 45 32 34 18 18 18 314
314	12,085 #	TOTAL Volume	CFT

DESCRIPTION OF CHARGES	RATE	AMOUNT

EXCEPTIONS:
 11 PANELS
 WR: 80661

8066190 03.30 FREIGHT PREPAID

CARRIER: CHAMSY TRANSFER, INC.
 ICC #MC147195 / FPSC #14593 / CHL #M-189

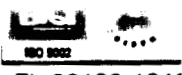
DRIVER: [Signature]
 CHAMSY TRANSFER, INC. LIMIT OF LIABILITY FOR ALL LOSS OR DAMAGE RESULTING FROM ONE CASUALTY OR DISASTER SHALL NOT EXCEED \$50 PER POUND.

Received in Good Order By:
 [Signature]
 MANUEL NUÑEZ
 (PRINT NAME)
 08/06/97
 (DATE)

CHAMSY

TRANSFER, INC.

OFFICE AND WHSE: 1801 N.W. 82 Ave., Miami, FL 33126-1013
 MAILING ADDRESS: P.O. Box 523730, Miami, FL 33152-3730
 (305) 593-0665 / FAX: (305) 593-0431



DATE	B/L #
1997 AUG 6	173344

LTL BILL OF LADING

SHIPPER		CONSIGNEE	
BILL TO		CONTACT	CUSTOMER REF. NO.
FOR ACCOUNT OF		REMARKS	
ARRIVED SHIPPER		ARRIVED CONSIGNEE	
LEFT SHIPPER		LEFT CONSIGNEE	
BONDED		TYPE OF ENTRY	
<input type="checkbox"/> YES	<input type="checkbox"/> NO	PARTS OF THIS BILL ARE SUBJECT TO	

NO. OF PKGS.	GROSS WEIGHT	DESCRIPTION OF ARTICLES	DIMENSIONS
		<p><i>Order</i></p> <p><i>8/6 8:45</i></p> <p><i>[Signature]</i></p>	

DESCRIPTION OF CHARGES	RATE	AMOUNT
<p>RECEIVED</p> <p>97 AUG -6 PM 5:58</p> <p>AEROMAR</p> <p>MIAMI AD</p>		

EXCEPTIONS:

Received in Good Order By:

(SIGNATURE)

(PRINT NAME)

(DATE)

CARRIER: **CHAMSY TRANSFER, INC.**
 ICC # MC147195 FPSC #14593 CHL #M-189

DRIVER: _____
 CHAMSY TRANSFER, INC. LIMIT OF LIABILITY FOR ALL LOSS OR DAMAGE RESULTING FROM ONE CASUALTY OR DISASTER SHALL NOT EXCEED \$50 PER POUND



2460 N.W. 66 Avenue, Bldg. 701 • Miami Int'l Airport
P.O. Box 660475 • Miami Springs, FL 33266-0475

WAREHOUSE RECEIPT No. 80602

Received From CHAMSY

Shipper PLTE'S CUTTING

AWB 776-9021-6884

Date 08/06/97

Lbs NET 39,012#

Consignee <u>F.M. IND.</u>	Destination <u>SDQ</u>
-------------------------------	---------------------------

NOTICE: THE GOODS COVERED BY THIS WAREHOUSE RECEIPT ARE SUBJECT TO A WAREHOUSEMAN'S LIEN PURSUANT TO FLORIDA STATUTE 677.7-209 FOR UNPAID CHARGES FOR STORAGE TRANSPORTATION, INSURANCE, LABOR AND FOR LIKE CHARGES OR EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED ON WHICH CHARGES REMAIN DUE AND OWNING

No. OF PIECES	MARKS	DESCRIPTION	
14:45			844 LB 6
14:23			1776 LB 6
14:02			1618 LB 6
14:42			2014 LB 6
14:24			1612 LB 6
14:04			1848 LB 6
14:41			1954 LB 6
14:26			1698 LB 6
14:07			1388 LB 6
14:44			704 LB 6
14:27			1876 LB 6
14:13			2492 LB 6
14:22			1620 LB 6
14:15			1898 LB 6
14:11			1944 LB 6
14:16			1650 LB 6
14:34			1474 LB 6
14:18			1878 LB 6
14:37			1918 LB 6
14:20			1782 LB 6
14:39			1412 LB 6
14:22			1598 LB 6
	<u>45 BIG PACK</u>		
		<u>CRUSHER</u>	
			<u>39,012#</u>

14:40 08/06/97

1829#

NOTE: NO CARRIERS LIABILITY INSURED
Received By: _____
Sign Full Name



WAREHOUSE RECEIPT No. 80634

2460 N.W. 66 Avenue Bldg. 701 • Miami Int'l Airport
 P.O. Box 660475 • Miami Springs, FL 33266-0475

AWB 976-9021-6873

Date 8-6-97

Lbs NET 281622#

Received From: J. HANSON
 Shipper: PETER WITNE
 Consignee: TROPICAL FITS
 Destination: SQ

NOTICE: THE GOODS COVERED BY THIS WAREHOUSE RECEIPT ARE SUBJECT TO A WAREHOUSEMAN'S LIEN PURSUANT TO FLORIDA STATUTE 677.7-209 FOR UNPAID CHARGES FOR STORAGE TRANSPORTATION, INSURANCE, LABOR AND FOR LIKE CHARGES OR EXPENSES IN RELATIONS TO OTHER GOODS WHENEVER DEPOSITED ON WHICH CHARGES REMAIN DUE AND OWNING

No. OF PIECES	MARKS	DESCRIPTION	WEIGHT
✓17154			2192 LB
✓17154			2216 LB
✓18121			1666 LB
✓17156			2056 LB
✓17157			8266 LB
✓18102			1520 LB
✓17139			2066 LB
✓17152			1972 LB
✓18118			2334 LB
✓17124			720 LB
✓17150			2468 LB
✓18114			2302 LB
✓17142			686 LB
✓17144			2420 LB
✓18103			2320 LB
✓17120			720 LB
✓17144			654 LB
✓17118			2232 LB
✓17141			2006 LB
✓18122			1334 LB

20 38622#

NOTE: NO CARRIERS LIABILITY UNLESS INSURED

Received By: [Signature] Sign Full Name

Shipper's Name and Address LEVI STRAUSS & COMPANY 1155 BATTERY STREET SAN FRANCISCO CA 94111		Shipper's Account Number LEVIS	Not Negotiable Air Waybill AEROMAR AIRLINES C. POR. SANTO DOMINGO, REPUBLICA DOMINICANA
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Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.

Consignee's Name and Address TROPICAL MANUFACTURING CO. ZONA FRANCA INDUSTRIAL SANTIAGO DOMINICAN REPUBLIC		Consignee's Account Number 111000
--	--	---

Issuing Carrier's Agent Name and City MIAMI INT'L FORWARDERS (MIF) 1801 NW 82ND AVENUE MIAMI, FL 33126-1013		Accounting Information Consis Ref CC Shipper Reference TH7357 CC ** FREIGHT PREPAID BY SHIPPER**
---	--	--

Agent's IATA Code 01-1-7454/0010	Account No.	File Number HIA 551657
--	-------------	----------------------------------

Airport of Departure (Addr. of First Carrier) and Requested Routing MIAMI INTERNATIONAL AIRPORT				Currency USD	WT/VAL X	Other X	Declared Value for Carriage MAX FREE	Declared Value for Customs NVD
---	--	--	--	------------------------	--------------------	-------------------	--	--

To SANTO DOMINGO	By First Carrier AV	Routing and Destination CHART / 07	to	by	to	by	Amount of Insurance NIL	INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".
----------------------------	-------------------------------	--	----	----	----	----	-----------------------------------	---

Handling Information SOBRE ADJUNTO CONTIENE DOCUMENTOS ORIGINALES		NOTIFICAR A: GUILLERMO HERNANDEZ PHONE: (809) 562-4286 FAX: (809) 562-4188		SCI
---	--	---	--	-----

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Ultimate destination **DOMINICAN REPUBLIC** Diversion contrary to U.S. law prohibited.

No. of Pieces RCP	Gross Weight	kg	Rate Class	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (Incl. Dimensions or Volume)
436	43601	L	LEVIS	43601	ASASFE	ASASFEED	CUT PIECES GOODS AND ACCRS. PANTALONES DE HOMBRE Y ACCRS.
ISSUING CARRIER MAINTAINS CARGO ACCIDENT LIABILITY INSURANCE							
G.A.A. INC SECURITY NUMBER IS 50-9512021.							
CUT PIECE GOODS AND ACCESSORIES TO BE ASSEMBLED AND RETURNED TO U.S.A.							
ROPA CORTADA CON SUS ACCESORIOS LA CUAL SERA COSIDA Y DEVUELTA A LOS E.U.A.							
436	43601	L				ASASFEED	License & MTR

Prepaid	Weight Charge	Collect	Other Charges
Valuation Charge			
Tax			
Total Other Charges Due Agent			Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations. MIAMI INT'L FORWARDERS (MIF) AUTHORIZED AGENT FOR LEVI STRAUSS & COMP CARLOS SARRAO
Total Other Charges Due Carrier			
Total Prepaid			
Total Collect			Signature of Shipper or his Agent
Currency Conversion Rates			AUTHORIZED AGENT FOR AEROMAR AIRLINES C. P. 06-AUG-97 MIAMI INTERNATIONAL AIRPORT
CC Charges in Dest. Currency			
Charges at Destination			Signature of Issuing Carrier or its Agent
Total Collect Charges			

CARGO MANIFEST
MANIFIESTO DE CARGA



AEROMAR AIRLINES

RECEIVED

97 AUG -6 PM 9: 57

OWNER OR OPERATOR
Propietario o Administrador

AEROMAR AIRLINES
MIAMI AIRPORT

AIRCRAFT Aeronave	REGISTRATION MARK AND NATIONALITY Matrícula, Marca y Nacionalidad N° 30216873 UA	FLIGHT NO Vuelo No	80-101	DATE Fecha	AUG-07-97
----------------------	--	-----------------------	--------	---------------	-----------

POINT OF LOADING Punto De Carga	MIAMI	PLACE AND COUNTRY Lugar y País	PLACE AND COUNTRY Lugar y País	POINT OF UNLOADING Punto De Descarga	SANTO DOMINGO
------------------------------------	-------	-----------------------------------	-----------------------------------	---	---------------

MARKS AND NUMBERS ON PACKAGES Marcas Y Numeros en Los Paquetes	NUMBER AND TYPE OF PACKAGES Numero Y Tipo De Paquetes	NATURE OF GOODS Naturaleza de la Mercancia	GROSS WEIGHT Peso Bruto	FOR USE BY OWNER OR OPERATOR ONLY Solo Para Uso De Proprietario o Administrador	FOR OFFICIAL USE ONLY Solo Para Uso Oficial del Gobierno
926 90216873	434	CUT GOODS AND ACCE PCS CORTADAS Y ACC	50,707 23,001	TROPICAL MANUFACT ZF SANTIAGO WR# 80634 (120) WR# 80661 (314)	30.55
926 90216884	45	CUT GOODS AND ACCE PCS CORTADAS Y ACC	39,012 17,696	FM INDUSTRIES ZF SANTIAGO WR# 80602 (45)	30.55
	479	PCS	89,719 40,697	LB KG	

PREPARED BY
Preparado Por

PAGE OF PAGES
Pagina de Paginas

AIRCRAFT

N.30UA

BQ-103

08-07-97

PALLET

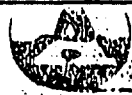
PALLET-WEIGHT

GENERAL-CARGO

A ³³	✓ 5.027 + Position ①B
B ³³	✓ 5.880 +
C ³³	✓ 5.854 +
D ³³	✓ 6.096 +
E ³³	✓ 5.674 +
F ³³	✓ 6.097 +
G ³³	✓ 6.950 +
H ³³	✓ 5.444 +
I ³³	✓ 5.970 +
J ³³	✓ 5.611 +
K ³³	✓ 5.976 +
L ³³	✓ 5.960 +
M ³³	✓ 5.108 +
N ³³	✓ 4.129 + Position ① Priority.
O ³³	✓ 4.390 +
P ³³	✓ 4.757 +
Q ³³	✓ ⊖
R ³³	✓ ⊖

11Y ①	⊖
1 ②	⊖
1 ③	⊖
1 ④	⊖

RIA NO TOTAL WEIGHT = 88.923 +



AEROMAR AIRLINES

LOADING Pallet Sheet

AIRCRAFT

N-30UA

BQ-103

08-07-97

PALLET

PALLET-WEIGHT

GENERAL - CARGO

A

5.027 + Position (1B)

B

5.880 +

C

5.854 +

D

6.096 +

E

5.674 +

F

6.097 +

G

5.950 +

H

5.444 +

I

5.970 +

J

5.611 +

K

5.976 +

L

5.960 +

M

5.108 +

N

4.129 + Position (1) Priority.

O

4.390 +

P

4.757 +

Q

⊖

R

⊖

EMPTY (1)

⊖

13 (2)

⊖

13 (3)

⊖

13 (4)

⊖

RECEIVED
97 AUG -7 AM 2:55
AEROMAR AIRLINES
MIAMI AIRPORT

RIA

NO

TOTAL WEIGHT = 88.923 +

FLY

INCRAE

N27UA
N30UA

BQ-103

08-07-97

WEIGHT

PALLET-WEIGHT

GENERAL-CARGO

A¹¹

5.027 * Position 18

B¹¹

5.880 *

C¹¹

5.854 *

D¹¹

6.096 *

E¹¹

5.674 *

F¹¹

6.097 *

G¹¹

5.950 *

H¹¹

5.444 *

I¹¹

5.970 *

J¹¹

5.611 *

K¹¹

5.976 *

L¹¹

5.960 *

M¹¹

5.108 *

N¹¹

4.129 * Position 1 Priority.

O¹¹

4.390 *

P¹¹

4.757 *

Q¹¹

~~0~~

R¹¹

~~0~~

S¹¹

~~0~~

T¹¹

~~0~~

U¹¹

~~0~~

V¹¹

~~0~~

W¹¹

~~0~~

X¹¹

~~0~~

Y¹¹

~~0~~

Z¹¹

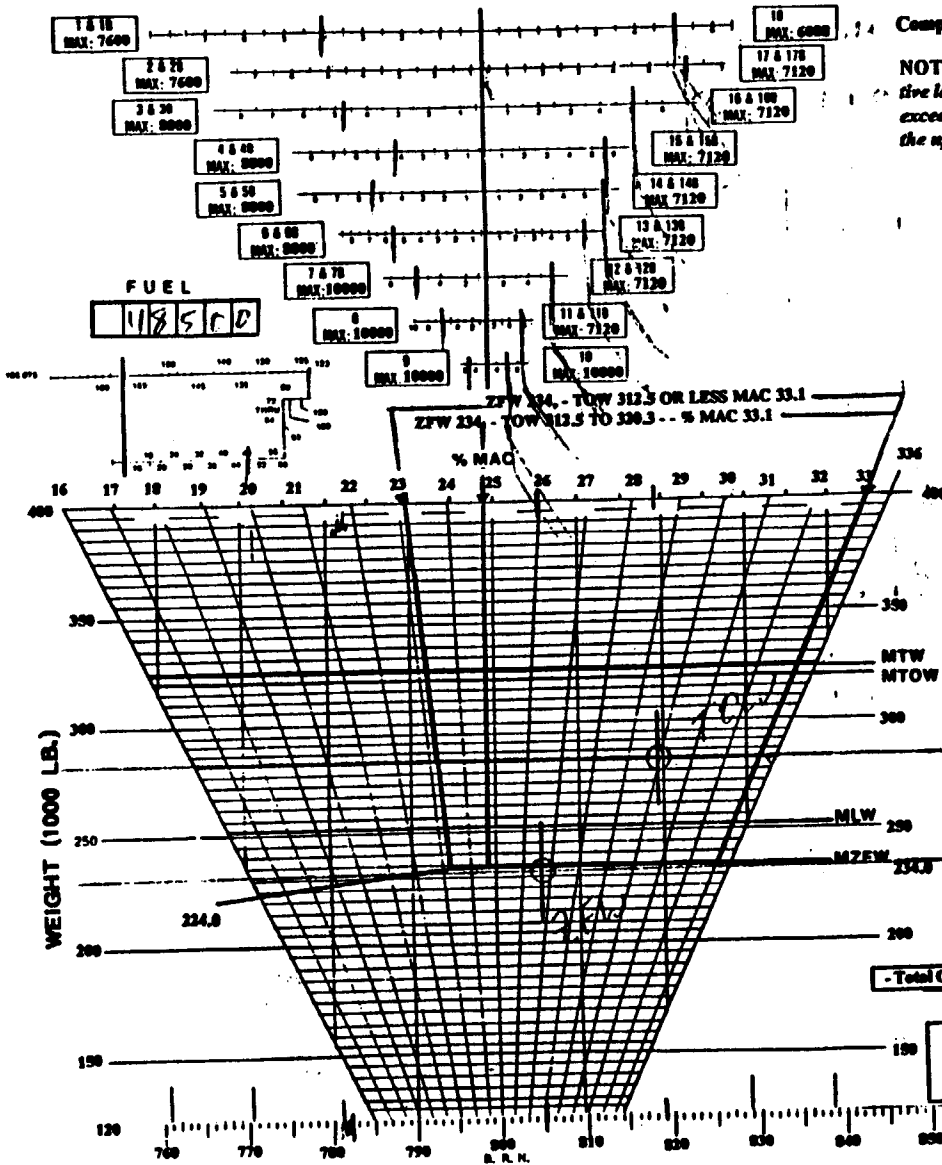
~~0~~

RIA NO

TOTAL WEIGHT = 87.923 *

RECEIVED
97 AUG - 7 AM 2:55
AEROMAR AIRLINES
MIAMI AIRPORT

91,000
FLY



Compartment Max. Weight

NOTE: Total load of upper and respective lower (belly) compartment must not exceed maximum allowable weight of the upper compartment.

	7600	4	1	2	7	
1 Belly	2551					
2	7600					
2 Belly	2910					
3	8800	4	7	5	2	
3 Belly	2910					
4	8800	4	3	4	2	
4 Belly	2910					
5	8800	5	4	4	4	
5 Belly	3270					
6	8800	5	6	7	4	
6 Belly	4343					
7	10000	5	9	7	0	
7 Belly	2001					
8	10000	6	0	9	6	
9	10000	6	0	9	7	
10	10000	5	9	5	0	
11	7120	5	8	8	0	
11 Belly	2830					
12	7120	5	9	7	6	
12 Belly	4343					
13	7120					
13 Belly	4343					
14	7120	5	8	5	1	
14 Belly	4343					
15	7120	5	6	1	1	
15 Belly	1979					
16	7120	5	1	0	8	
16 Belly	2287					
17	7120	5	8	6	0	
17 Belly	1311					
18	6888	5	0	2	2	
- Total Cable Load		8	7	8	2	2

NOTE: Bulk Loading on the A/C Floor is not permitted.

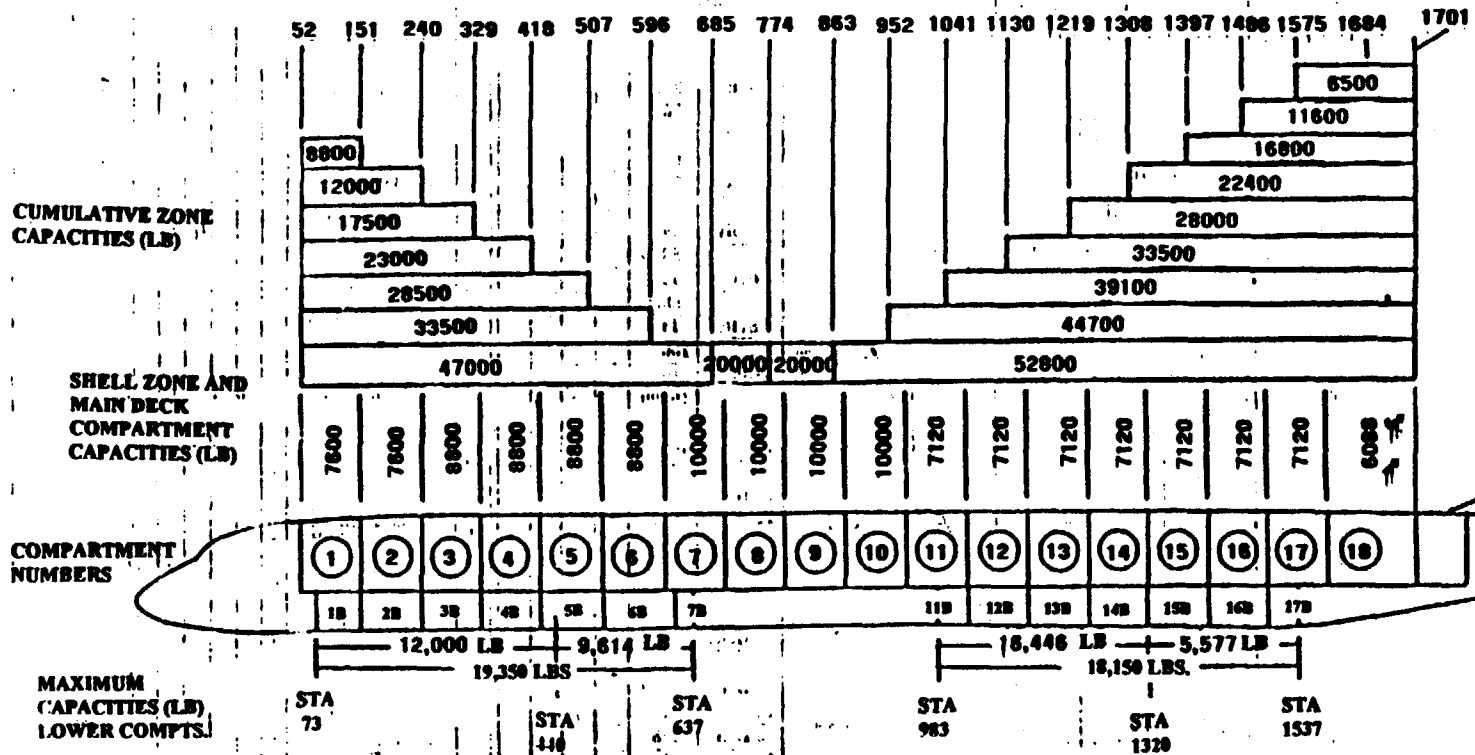
LOAD SHEET				DC-8-61
CARGO CONFIGURATION ONLY				DATE: 8-7-77
ITEM	WEIGHT	B.R.N.	STATION: 11111	
1 BASIC OPER. WT.	14594	7831	FLIGHT: 101	
2 EXTRA FLT. CREW	+ 210	- 7	A/C NO: A127011	
3			PREPARER: LVM	
4 ADJ. OPER. WT.	14615	7822	CAPTAIN: Thompson	
5 TOTAL LOAD	87823	% MAC	CAPTAIN: Thomas	
6 ZERO FUEL WT.	23598	1264	I CERTIFY THAT I HAVE EXAMINED THE LOADS AND WEIGHTS AND FOUND THEM TO BE CORRECT AND TO BE LOADED WITHIN ALL CARRO AS SHOWN.	
7 FUEL LOAD	48500		STAB TRIM	
8 T.O. GROSS WT.	282482	3100	2.41	
9 FUEL BURN	31875		V ₁ 131	
10 LANDING WT.	250606		V _R 147	
11 CORR ZERO FUEL WT.			V ₂ 158	
12 CORR T/O GROSS WT.			T/O FLAPS 15	
PERFORMANCE LIMITATIONS				
13 RAM T/O RWY MAX WT.	315400		REMARKS:	
14 ONL. CORR.	+ -		WEIGHT LIMITATIONS	
15 PENALTIES	- -		MAX TAKE	
16 WIND CORRECTION LIM.	+ +		MAX TAKEOFF	
17 CORR. RUNWAY LIMITED WEIGHT	315400		MAX LANDING 252000	
18 RAM SEC. SEC. LIMIT WEIGHT	325000		MAX ZERO FUEL	
19 SEC. SEC. CORR.	+ -			
20 CORR. SEC. SEC. LIMITED WEIGHT	325000			
21 RAM T/O RWY MAX WT.	303500			
22 TOTAL CORR.	+ -			
23 100' RWY LIMITED WT.	303500			
24 RAM 100' SEC. SEC. LIMIT WEIGHT	324900			
25 SEC. SEC. CORR.	+ -			
26 100' SEC. SEC. LIMIT WEIGHT	324900			
27 DESTINATION MAX LANDING WEIGHT	252000			
28 ALTERNATE MAX LANDING WEIGHT	252000			

-19-

WEIGHT & BALANCE

DC-8-61

FUSELAGE STATIONS



NOTES:

- ALL VALUES SHOWN ARE MAXIMUM BASED ON STRUCTURAL STRENGTH OF AIRCRAFT, AND INCLUDE BOTH MAIN AND CORRESPONDING LOWER COMPARTMENTS, WEIGHTS OF LOADING EQUIPMENT, SHORING, RESTRAINTS, ETC., MUST BE INCLUDED IN TOTAL WEIGHTS.
- BULK LOADING ONTO AIRCRAFT FLOOR IS NOT PERMITTED WITH THE INCORPORATION OF STC SA1862SO. PALLET LOADING LIMITATIONS ARE 140 POUNDS PER SQUARE FOOT.
- LOADING MAY BE EITHER 60 LB./IN. BETWEEN STATIONS 1575-1684 OR 30 LB./IN. BETWEEN STATIONS 1575-1766.
- ABOVE COMPARTMENT CAPACITIES REFLECT THE STRENGTH OF THE CARGO LOADING SYSTEM INSTALLED PER UNIVERSAL CARGO DOORS AND SERVICES DRAWING UCDE3001, BUT DO NOT REFLECT THE STRENGTH OF THE PALLET ETC.

FINE AIRLINES, INC.
DC-8 FLEET

Revision: 04 AUG. 1997

Reg. No.	Prior Reg. #	Orig. Reg. #	Com. Start Up	Serial No.	Fus. No.	Manufact. Date	DC-8 Dash	Setcal Code	Maximum T/O Wt.	Maximum Land Wt.	Maximum Zero Wt.	Empty Weight	Basic Odr Wt.	C.G. MAC	BRN	ARM	Last Wt Date	Fuel Tn Pounds	Fuel Tank	Hush Kit	Orig Oper	Fact. I.P.C.
N27UA	JAB058	N8773	08-18-93	48942	349	04-12-68	-81F	LMCD	320,300	282,000	234,000	143,577	148,948	18.6	783.1	826.8	06-22-96	189,085	10	QMC+	EA	EA-028
N29UA	F-QFCN	JAB047	09-30-93	48199	544	02-18-71	-81F	ADCG	320,300	282,000	234,000	141,837	144,009	15.9	781.9	833.6	06-14-97	190,090	09	QMC+	JL	JL-047
N30UA	JAB060	N8776	11-26-93	48888	290	05-16-67	-81F	LMBD	320,300	282,000	234,000	140,417	142,789	18.2	782.6	834.3	10-27-96	199,085	10	QMC+	EA	EA-021
N44UA	N44UA	N8044U	02-16-93	45900	234	09-10-85	-54JT	AKHL	315,000	240,000	224,000	130,397	132,789	23.0	796.4	853.2	03-25-96	121,740	08	BAC	UA	UA-044
N54FA	N54FA	I-DWR	11-20-92	48637	157	02-01-62	-84PM	EKJM	315,000	240,000	224,000	130,620	132,992	21.6	793.7	849.2	11-22-95	159,065	10	BAC	AZ	AZ-010
N55FB	N55FB	JAB014	11-10-92	48678	218	03-05-85	-55JT	DKBG	325,000	240,000	224,000	129,447	131,819	22.7	795.8	852.3	04-12-95	199,065	10	BAC	JL	JL-014
N58FA	YV504C	N108RD	08-13-94	45683	189	09-20-63	-54JT	HMBL	315,000	240,000	224,000	129,507	131,879	20.9	792.5	847.3	12-09-96	199,065	10	BAC	YRD	RD-001
N57FB	N141RD	N8008F	11-20-92	45669	182	04-26-63	-54JT	CDBF	315,000	240,000	224,000	129,809	132,181	23.2	796.7	853.7	10-12-94	199,065	10	BAC	TV	TA-002
N426FB	N426C	N8782R	11-20-92	48667	185	06-21-63	-54JT	DKGJ	315,000	240,000	224,000	129,956	132,328	22.9	796.1	852.8	09-08-95	199,065	10	BAC	ZTC	TR-001
N427FB	YV814C	N8783R	04-23-93	45884	195	12-16-63	-54JT	DKHJ	315,000	240,000	224,000	132,947	134,839	21.5	793.8	849.27	06-23-96	199,065	10	BAC	ZTC	TR-002
N507DC	N507DC	XA-SIB	07-22-94	48885	281	10-21-66	-51F	JKDE	315,000	217,000	203,000	125,847	128,319	20.4	791.8	845.9	07-27-97	190,090	09	BAC	AM	AM-005
N508DC	N508DC	XA-SHO	12-13-94	48935	330	02-07-68	-51F	JKDF	315,000	217,000	203,000	123,897	131,306	20.4	791.8	845.9	12-03-94	190,090	09	BAC	AM	AM-007
N704BH	EC-DYB	N8054U	09-18-94	48011	408	11-11-68	-54JT	BLCH	315,000	240,000	224,000	130,267	132,838	22.5	796.4	861.8	08-04-97	190,090	09	BAC	UA	UA-054
HK3816	M588C	XA-PIK	12-28-92	48885	204	04-30-64	-51F	JKLM	315,000	209,240	203,000	125,928	127,744	19.9	781.0	844.6	01-08-85	190,090	09	QMC	AM	AM-004
YV505C STD WING	YV810C	N803E	06-13-94	45410	021	10-10-59	-51F	NONE	315,000	217,000	203,000	128,806	130,687	17.8	787.4	886.5	02-26-91	118,950	08	QMC+	DL	DL-003
N814E	XA-AMP	N814E		48887	211	10-28-64	-51		276,000	199,500	187,500							121,740	08		DL	DL-014
N8008D	XA-DOE	N8008D		48252	001	05-30-58	-51		276,000	199,500	171,500							121,740	08		DL	DL-000

NOTES: "F" = OFFICIAL FAA DESIGNATION "F" APPLIES TO ANY McDONNELL DOUGLAS COMMERCIAL TRANSPORT WITH THE CAPABILITY OF CARRYING FREIGHT IN THE MAIN CABIN AND IT IS THE ONLY DESIGNATION TO BE USED IN CORRESPONDENCE WITH THE FAA. EXAMPLE: DC-8-61F

"M" = CARGO (ALL FREIGHT) AIRCRAFT THAT HAVE BEEN MODIFIED FROM A PASSENGER AIRCRAFT BY McDONNELL DOUGLAS CORPORATION. EXAMPLE: DC-8-54F(M)

"JT" = FACTORY DESIGNATED FREIGHTER CLASSIFIED AS JET TRADER. EXAMPLE: DC-8-55JT

-21-

FINE AIRLINES, INC

DC-8-61

WEIGHT DISTRIBUTION FORM

ACFT N27UA FLIGHT 101A DATE 8-7-97

POS	DEST	WT	REMARKS	POS	DEST	WT
1	SDD	4129	REQ	1B		
2		Ø		2B		
3		4757		3B		
4		4390		4B		
5		5444		5B		
6		5674		6B		
7		5970		7B		
8		6076				
9		6097				
10		5950				
11		5880		11B		
12		5976		12B		
13		Ø		13B		
14		5854		14B		
15		5611		15B		
16		5108		16B		
17	V	5960		17B		
18	SDD	5027	REQ			
PALLET WT		87923	TOTAL BELLY WEIGHT Ø			
BELLY WT		Ø				
TOTAL WEIGHT (PALLET + BELLY) =						87923

PRE-FLIGHT BRIEFING CHECK LIST

DATE: 8/7/97

ACFT: N7701A

FLT. NMBR: 101

AIRCRAFT:

MEL ITEMS: See attached
FUEL ON BOARD: 50.0
TANKERING: YES NO

FUEL

STA	<u>MIA</u>	PRICE	<u>.66</u>
STA	<u>SPQ</u>	PRICE	<u>1.41</u>
STA	_____	PRICE	_____
STA	_____	PRICE	_____

WEATHER:

TERMINALS: ✓
ENROUTE: ✓

NOTAMS: ✓

STATION:

CURFEW: _____
PARKING: _____

CARGO:

LIVE ANIMALS N/A
DANGEROUS GOODS: N/A
UNUSUAL LOAD: N/A

RMKS:

Filed For 1730z

Captain's Signature [Signature]

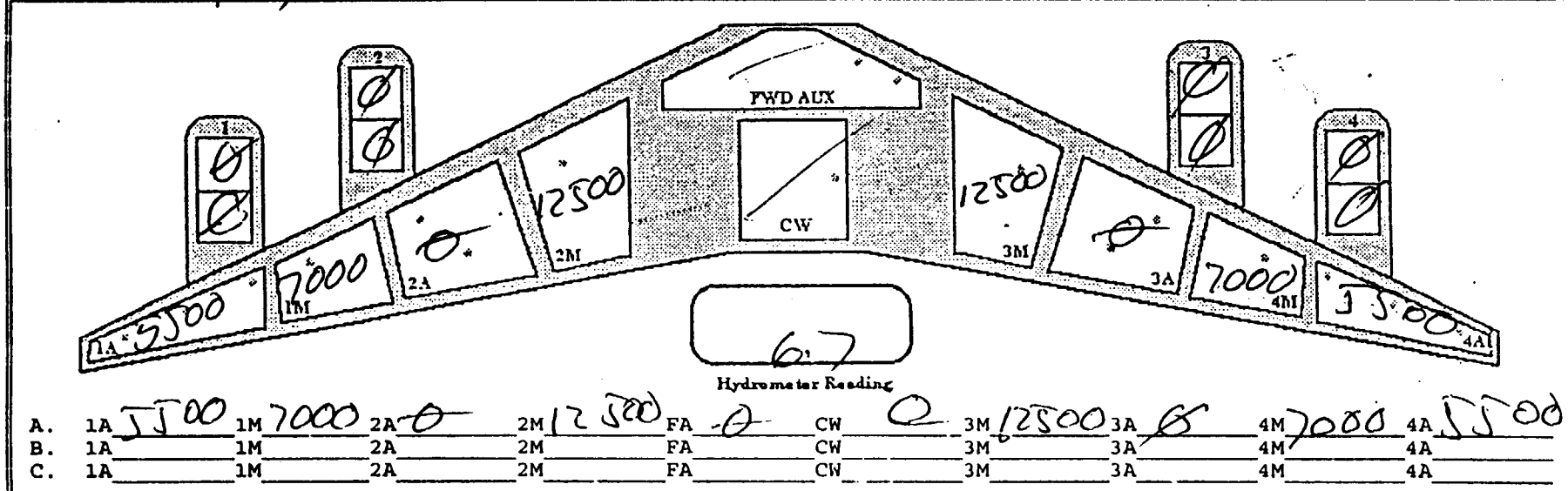
Flight Follower's Signature Bill

27
191

A/C NO. N99UA

FORM F-1
FUEL TICKET # 704727 #

FUEL REMAINING ON A/C		FUEL TRANSFERRED		FUEL ADDED	
AFTER: <u>Final Air</u>	FLT.		LBS	CUSTOMER:	
REMAINING: <u>16,000</u>	LBS.	FROM: _____	TO: _____	REQ. <u>50,000</u>	LBS. ONBOARD
MECH. SIGN <u>[Signature]</u>		MECH. SIGN _____		GAL. ADDED <u>5106</u>	
TIME CALLED IN TO MX. CONTROL _____		DATE: _____		ACT. ONBOARD <u>50210</u>	
DATE: <u>08/07/97</u>				MECH. RESPONSIBLE FOR FUELING FINAL LOAD* SIGN: <u>[Signature]</u>	
				DATE: <u>08/07/97</u>	TIME INSPECTION COMPLETE _____
				TIME COMPLETE _____	



INSTRUCTIONS:

1. MECHANIC (OR F/E) ENTER FUEL TICKET NUMBER(S).
2. F/E ENTER DESIRED FUEL AND DESIRED DRIPSTICK MEASUREMENT IN APPROPRIATE TANKS ON DIAGRAM.
3. MECHANIC ENTER ACTUAL DRIPSTICK READINGS IN APPROPRIATE SPACES ON LINE A & OIL ADDED (IN QTS) IN SPACE ON DIA.
4. F/E APPLY CORRECTION TO ACTUAL DRIPSTICK READINGS (FOR AIRCRAFT ALTITUDE) ON LINE B.
5. F/E COMPUTE ACTUAL LBS. OF FUEL IN EACH TANK USING CORRECT DRIPSTICK READINGS (VOLUME) X HYDROMETER READING (POUNDS/GALLONS).
6. F/E USE COMPUTED FUEL FIGURES FOR FLIGHT COMPUTATIONS, FUEL MANAGEMENT, ETC.
- *7. AFTER FINAL FUEL LOAD HAS BEEN PLACED ON AIRCRAFT & 15 MINS OF TIME HAS ELAPSED, VISUAL CHECK OF OVERALL WINGS FOR FUEL LEAKS, IF ANY ARE NOTED, PLEASE NOTIFY YOUR SUPERVISOR OR MAINTENANCE CONTROL.

MIAMI INTERNATIONAL AIRPORT

704722

Agent _____ Date _____ Time _____

Gate _____ Airline _____ Flight No. _____

Aircraft No. _____ Aircraft Type _____

Tru/Hyd No. _____ Event: I/P _____ Ld Rck _____ Dfl _____

Turbine Fuel/Jet A, UN 1863, HC3, PG1

Domestic _____ Bonded _____ FTZ _____

Origin _____ Destination _____

Supplier _____

Meter No.

Finish

602

1490

0

601

1491

34

Gross Gallons 1510 Start _____

Fueler Sig./MIA No. _____

Received By _____

1. OPTIONS

FPL-FBF101-IS

DC86/H-SH/C

KM1A1730

N0457F290 DCT SWIMM BR53V ZRA A555 GTK A554 CDO DCT

MDS0152 MDP

EET/KZMAG011 MDCS0127

REG/NE70A SEL/LMCD

E/0254 P/4 R/V S/M J/LF D/1 10 C YELLOW

A/WHITE BLUE

C/THOMPSON)

COMPLETE, FLIGHT PLAN #5595 TO BE FILED AT FOLLOWING ADDRESS(ES)

ZMAZQZX MDS0152 MDCS0127

NO OF JEPPESEN DATAPLAN

REQUEST NO. 06661

PLAN 5595 FBF101 KMIA TO MDSD D861 LRC/F IFR 08/07/97
 NONSTOP COMPUTED 1334Z FOR ETD 1600Z PROGS 0700ADF N27UA LBS

(1)

MEL= SEE ATTACHED LIST FOR MELS.

FLT REL IFR FBF101	KMIA/MDSD	MACH:LRC	A/C N27UA
FUEL TIME CORR	TOGWT	LDGWT	AVG W/C
DEST MDSD 031875 0152	282272	250397 M004
RESV 002703 0011		
ALTN 007426 0016	ALTN MDPP	DIST 0095 W/C P01
HOLD 005855 0030		
EXTRA 000841 0003	ZFW 233772	PAYLOAD 007823
TAXI 001500		
TOTAL 050000 0254	RTE R01	DIST 0772

N0457F200 DCT SWINN BR53V ZRA A555 GTK A554 CDB DCT

BLOCK TIMES	FLIGHT TIMES	FUEL
IN	ON	TAKEOFF
OUT	OFF	LANDING
TOTAL	TOTAL	BURNOFF
PUSHBACK		

*Aerocom Air
 Air Line.
 SDQ*

TO	FREQ	M/H FL	TDV	W/S	WIND	COMP	FF/E
NM	ANY	M/C TAG	G/S	ZT	ACTIME	ETA	ATA
N25298W079020 SWINN	070 ..	112 CLB	...	0/11	00/11	...	0053/...
N25180W078109 RAJAY	048 BR53V	110 CLB	...	0/07	00/18	...	0039/...
N25017W077270 ZRA	043 BR53V	119 CLB	...	0/07	00/25	...	0122/...
N25000W077240 TCC	003 A555	132 290 P12		0/00	00/25	...	0124/...
N24425W076575 VICTS	030 A555	132 290 P12		0/04	00/29	...	0134/...
N24027W075572 GEROT	068 A555	133 290 P12		0/09	00/30	...	0157/...
N23348W075158 ZLS	047 A555	133 290 P12		0/06	00/44	...	0174/...
N23084W074234 INDEE	055 A555	127 290 P12		0/07	00/51	...	0192/...
N21264W071081 GTK	208 A555	128 290 P11		0/20	01/19	...	0262/...
N20251W070477 SEKAR	064 A554	172 290 P11		0/08	01/27	...	0282/...
N20047W070406 SATER	021 A554	171 290 P11		0/03	01/30	...	0289/...

PTA 020 A554 172 448 456 0/03 01/33 .../... 0295/... 0190/...
 N19414W070312 157 293 P12 01 02009 P005 3622
 TOD 005 A554 156 448 453 0/01 01/34 .../... 0297/... 0188/...
 N19287W070225 157 DSC
 RIDOL 015 A554 156 0/03 01/37 .../... 0301/... 0184/...
 N19082W070086 155 DSC
 KODIX 024 A554 157 0/05 01/42 .../... 0306/... 0179/...
 N18260W069400 114.7 155 DSC
 CDO 050 A554 157 0/10 01/52 .../... 0319/... 0166/...
 N18250W069402 014 DSC
 MDSD 001 .. 009 0/00 01/52 .../... 0319/... 0166/...
 ELEV 00058FT

ALTERNATE DATA

-N0361F120 KODIX2 KODIX UA554

CPT	LAT	LONG	MCS	DIST
D351J	N18355	W069433	352	0010
KODIX	N19082	W070086	337	0041
MDPP	N19455	W070342	338	0044

-N0457F290 DCT SWIMM BR53V ZGA A555 GTK A554 CDO DCT

FIRS KZMA/1011 MDCC/1727

(FPL-FBF101-IS
 -DC6S/H-SH/C
 -KMIA1600
 -N0457F290 DCT SWIMM BR53V ZGA A555 GTK A554 CDO DCT
 -MDSD0152 MDPP
 -EET/KZMA0011 MDCC0127
 REG/N27UA SEL/LMCD
 -E/0254 P/ R/V S/M J/LF D/1 10 C YELLOW
 A/WHITE BLUE
 C/THOMPSON)

BURN OFF ADJUSTMENT FOR 1000 LBS INCR/DECR TAKE OFF WT 0055 LBS

I CERTIFY THAT THIS FLIGHT IS DISPATCHED/RELEASED IN ACCORDANCE WITH ALL APPLICABLE FAR 121 REGULATIONS

DISPATCHER WM
 CAPT THOMPSON *[Signature]* F/O PETROSKI F/E MILLINGTON
 CAPT SIGN .. *[Signature]* .. ACM/S... .. S/O/B... *(4)* ..

END OF JEPPESEN DATAPLAN
 REQUEST NO. 5595

01 OPTIONS

04047224.WXT

071100

KMIA 071130Z 071212 19004KT P6SM VCSH SCT025CB SCT250
FM1600 15008KT P6SM VCTS SCT030CB BKN250
FM1800 14009KT P6SM SCT030CB BKN120 PROB40 1822 VRB15G25KT
2SM TSRA BKN015CB
~~FM2200 15008KT P6SM VCTS SCT025CB SCT120 BKN250~~
FM0100 00000KT P6SM FEW025 SCT250
BECMG 0607 VCSH SCT025CB SCT250

071502

KMIA METAR 071456Z VRB06KT 10SM SCT030 SCT150 SCT250 32/24 A3005 RMK
A02 SLP175 T03170244 53006
KMIA METAR 071356Z 23006KT 10SM FEW025 SCT150 SCT250 31/24 A3004 RMK
A02 SLP172 T03060244

071100

KPBI 071130Z 071212 23004KT P6SM SCT250
FM1400 22006KT P6SM SCT025
FM1700 14008KT P6SM SCT030CB BKN120
TEMPO 1722 VRB15G25KT 2SM TSRA BKN015CB
FM2200 16007KT P6SM VCTS SCT030CB BKN100
~~FM0100 00000KT P6SM FEW025 BKN120~~
BECMG 0607 VCSH SCT025CB SCT250

071502

KPBI METAR 071453Z 25007KT 10SM SCT024 BKN120 BKN250 31/24 A3006 RMK
A02 SLP180 T03060239 52008
KPBI METAR 071353Z 21005KT 10SM SCT028 SCT250 30/24 A3006 RMK A02
SLP178 T03000239

071100

KFLL 071130Z 071212 00000KT P6SM VCSH SCT025CB SCT250
FM1400 20006KT P6SM SCT025
FM1600 14009KT P6SM SCT025CB BKN250
TEMPO 1722 VRB15G25KT 2SM TSRA BKN015CB
FM2200 VRB05KT P6SM VCTS SCT025CB BKN250
FM0100 00000KT P6SM FEW025 BKN250
BECMG 0607 VCSH SCT025CB SCT250

071502

KFLL METAR 071447Z 24006KT 10SM SCT025 SCT250 33/24 A3006
KFLL METAR 071353Z 21005KT 10SM FEW025 SCT250 32/24 A3005

071030

MDSD 071025Z 071212 06005KT 9999 SCT020 SCT090 PROB30 1418 8000
-SHR A SCT015 SCT070 BECMG 1517 15012KT PROB30 2102 6000 -SH BKN016

071400

MDSD 071352Z 11008KT 9999 FEW020CB SCT022 31/27 Q1016
MDSD 071253Z 06010KT 9999 FEW020CB FEW020 28/25 Q1017

071000

NDPP 071025Z 071212 09008KT 9999 SCT020 SCT090 PROB30 1420 8000 SH BKN016

071400

NDPP 071349Z 11010KT 9999 FEW020 30/24 Q1017
NDPP 071249Z 13006KT 9999 FEW020 29/23 Q1017

4894989.107

71244
MIA 05/01- MIA LLNAS DTS
MIA 07/075 MIA 9L RVR DTS

MIA APT 19970726621001 7/4828 97 24JUL1130/ UFN
MIAMI INTL, MIAMI, FL.
ILS RWY 12. AMDT 3A...
S-LDC 12 MDA 560/HAT 549 ALL CATS. VIS CAT A/B RVR 5000.
CAT C 1 1/2. CAT D 1 3/4.
TEMPORARY CRANE 306 MSL 3.52 NM NW OF RWY 12.

MIA APT 19970429198001 7/2393 97 28APR1448/ UFN
MIAMI INTL, MIAMI, FL.
ILS RWY 9L, AMDT 28
AUTOPILOT COUPLED APPROACH NA BELOW 500 FEET.

MIA APT 19961016151002 USNTA/SE-3 WIE / UFN
TRIGGER NOTAM - SIMULTANEOUS OPERATIONS ON WET
INTERSECTING RUNWAYS MIAMI INTERNATIONAL AIRPORT.
FOR FURTHER INFORMATION SEE NOTICES TO AIRMEN PUBLICATION.
071244

PBI 08/002 PBI 9L/27R CLSD 0359-0900 DLY WEF 9708050359-9708090900
PBI 08/004 PBI HANGER 90 (70 AGL) 1 ESE UNLTGD TIL 9708160001
PBI 08/005 PBI TOWER 109 (150 AGL) 4 N UNLTGD TIL 9708172330

PBI APT 19970427132001 7/2340 97 25APR1844/ UFN
PALM BEACH INTL, WEST PALM BEACH, FL.
LOC BC RWY 27R AMDT 12A...
PROC NA.
DATA NOT AVAILABLE FOR - FLL NO

MDSD APT 19970803299001 A0226/97 97 04AUG1530/97 11AUG1530 EST
DME GLIDE SLOPE OUT OF SERVICE.

MDSD APT 19970735435001 A0217/97 WIE /97 30OCT1600 EST
(LGT SYSTEM RWY 17 FREQ. 122.8 MHZ INOP.)
CORRECT COPY

MDPP APT 19970734017001 A0220/97 97 30JUL1600/
PAPI LGT RWY 08/26 ON TEST

MDPP APT 19961111329002 AIC/05/96 97 02JAN0001/ PERM
DEPARTURE AND ARRIVAL PROCEDURES FOR 'VFR' FLIGHTS.
1. DEPARTURE RWY 08/26
VFR FLIGHTS DEPARTURE ON RWY 08/26 SHALL AVOID OVERFLIGHT
THE SOSUA CITY BELOW 2000FT AGL.
2. ARRIVAL RWY 08/26
VFR FLIGHTS ARRIVING SHALL AVOID OVERFLIGHT SOSUA CITY BELOW
2000FT AGL.
REFER TO AIC 05/96.

00005742.F

PLAN 5742 FBF102 MDSB TO KMIA D861 LRC/F IFR 08/07/97
 NONSTOP COMPUTED 1343Z FOR ETD 2100Z PROGS 0700ADF N27UA LBS

MEL= SEE ATTACHED LIST FOR MELS.

FLT REL	IFR FBF102	MDSB/KMIA	MACH:LRC	A/C N27UA
	FUEL TIME	CORR	LDGWT	AVG W/C
DEST KMIA	031200 0150	. . . .	280229 248949	P010
RESV	002663 0011	. . . .	
ALTN	006167 0011	. . . .	ALTN KPBI DIST	0055 W/C P09
HOLD	005850 0030	. . . .	
REQD	045960 0242	. . . .	
EXTRA	000320 0002	. . . .	ZFW 233949	PAYLOAD 088000
TAXI	001500	. . . .	
TOTAL	047780 0243	. . . .	RTE R01	DIST 0782

-N0464F350 KODIX2 KODIX UA554 PTA DCT PV DCT ZLS A555 ZQA FOWEE3

BLOCK TIMES	FLIGHT TIMES	FUEL
IN	ON	TAKEOFF
OUT	OFF	LANDING
TOTAL	TOTAL	BURNOFF
PUSHBACK. . . .		

TO	FREQ	M/H FL	TDV	W/S	WIND	COMP	FF/E
NM	AWY	M/C TAS	G/S	ACTME	ETA	ATA	ACBO ABO REM AREM
N10355W069433		354 CLR	...	..	.....	.....	.....
D351J	016 KODIX2	351 ...	...	0/02	00/02	.../...	0010/... 0453/...
N19002W070086		339 CLR	...	..	.....	.....	.....
KODIX	041 KODIX2	336 ...	...	0/06	00/06	.../...	0035/... 0420/...
N19455W070343	115.1	341 CLR	...	..	.....	.....	.....
PTA	044 UA554	336 ...	...	0/06	00/14	.../...	0062/... 0401/...
N21467W072156	387.0	333 CLR	...	..	.....	.....	.....
PV	154 ..	331 ...	...	0/22	00/36	.../...	0157/... 0306/...
N21474W072162		314 350 P09	...	03	07023	P013 6200	
TDC	001 ..	310 418 431	...	0/00	00/36	.../...	0158/... 0305/...
N23340W075158	526.0	314 350 P09	...	03	07023	P013 3786	
ZLS	197 ..	310 464 477	...	0/25	01/01	.../...	0220/... 0242/...
N24027W075572		316 350 P10	...	02	07010	P010 3718	
GEROT	047 A555	313 464 474	...	0/06	01/07	.../...	0235/... 0228/...
N24420W076575		316 350 P10	...	01	06015	P007 3683	
VIDTS	060 A555	313 464 471	...	0/09	01/16	.../...	0258/... 0206/...
N25017W077370	112.7	314 350 P10	...	01	06015	P004 3653	
ZQA	030 A555	311 464 467	...	0/04	01/20	.../...	0207/... 0190/...
N24077W078221		271 350 P10	...	01	05010	P006 3630	
TINKY	050 FOWEE3	271 464 471	...	0/00	01/26	.../...	0262/... 0101/...

TOP 021 FOWEE3 271 462 470 0/03 01/29 .../... 0209/... 0174/...
 N24539W079096 272 DSC
 FOWEE 022 FOWEE3 271 0/04 01/33 .../... 0293/... 0169/...
 N25233W079433 319 DSC
 JUNUR 042 FOWEE3 319 0/06 01/41 .../... 0303/... 0160/...
 N25397W080083 310 DSC
 LUVLY 020 FOWEE3 311 0/05 01/46 .../... 0309/... 0154/...
 N25480W080200 113.9 310 DSC
 DHP 014 FOWEE3 310 0/03 01/49 .../... 0312/... 0151/...
 N25476W080174 103 DSC
 KNIA 004 FOWEE3 101 0/01 01/50 .../... 0313/... 0150/...
 ELEV 00011FT

ALTERNATE DATA

-N0309F100 DCT FLL DCT

CPT	LAT	LONG	MCS	DIST
FLL	N26045	W080091	025	0019
KPBI	N26410	W080058	010	0036

-N0464F350 KODIX2 KODIX UA554 PTA DCT PV DCT ZLS A555 ZQA FOWEE3

FIRS KZMA/2121 ADIZ/2237

(FPL-FBF102-IS

-DC89/H-SH/C
-MDS02100

-N0464F350 KODIX2 KODIX UA554 PTA DCT PV DCT ZLS A555 ZQA FOWEE3

-KMIA0150 KPBI

-EET/KZMA0021 ADIZ0137
REG/N27UA SEL/LMCD

-E/0243 P/ R/V S/M J/LF D/1 10 C YELLOW
A/WHITE BLUE
C/THOMPSON)

BURN OFF ADJUSTMENT FOR 1000 LBS INCR/DECR TAKE OFF WT 0068 LBS

I CERTIFY THAT THIS FLIGHT IS DISPATCHED/RELEASED IN ACCORDANCE WITH ALL APPLICABLE FAR 121 REGULATIONS

DISPATCHER WM

CAPT THOMPSON F/O PETROSKI F/E MILLINGTON

CAPT SIGN *A. Thompson* ... ACM/S... .. S/O/B... .. *H* ...

END OF JEPPESEN DATA PLAN
REQUEST NO. 5742

JEPPesen

25 JUL 97 10-9

AIRPORT

ATIS	119.15	PDC
MIAMI Clearance	135.35	
MIAMI Ground Rwy 9L, 12, 27R	121.8	
Rwy 9R, 27L, 30	127.5	
Tower	270°-089°	118.3
090°-269°		123.9

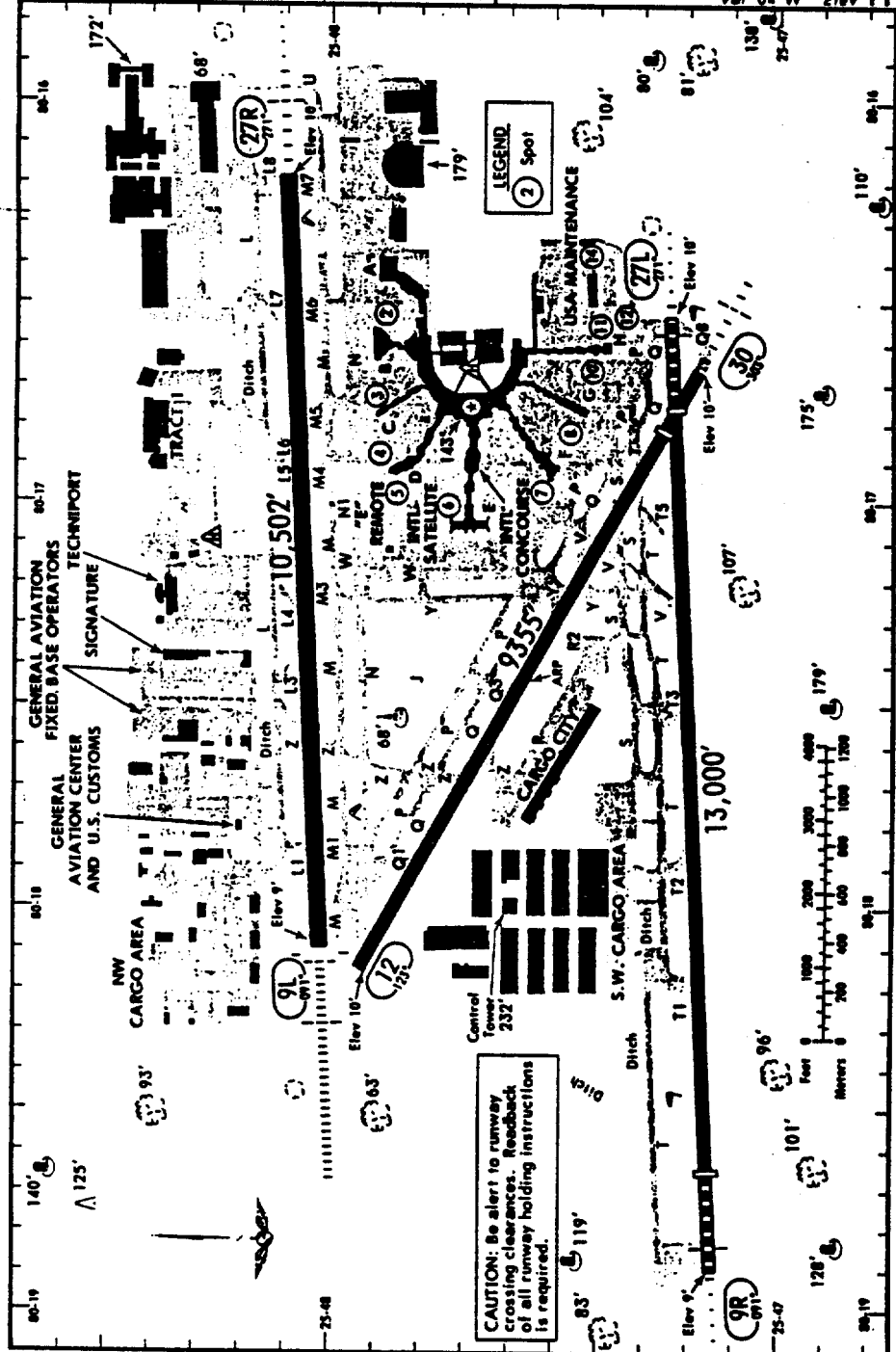
MIAMI Departure (R)	270°-089°	119.45
	090°-269°	125.5
VOT		112.0

KMIA

MIAMI, FLA
MIAMI INTL

101.2°/3.2 From DMP 113.9 N25 47.6 W080 17.4

Var 04°W Elev 11'



CHANGES: Taxiways.

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JEPPESEN

25 JUL 97

10-9A

AIRPORT

MIAMI, FLA
MIAMI INTL

GENERAL

Airport closed to non-engine acft.
Birds in vicinity of airport.
Terminal Doppler Weather Radar.

ADDITIONAL RUNWAY INFORMATION

RWY		LANDING BEYOND		USABLE LENGTHS Threshold to Intersecting Runway	TAKE-OFF	WIDTH
		Threshold	Glide Slope			
9R	HIRL CL MALSR VASI-L grooved	11,648'	10,578'	12/30 9750'		150'
27L	HIRL CL MALSR VASI-L grooved RVR	11,730'	10,661'			
9L	HIRL CL ALSF-I TDZ VASI-L RVR		9543'			200'
27R	HIRL CL MALSR VASI-L		9402'			
① Grooved.						
12	HIRL CL VASI-L grooved RVR		8290'	9R/27L 8100'		150'
30	HIRL CL MALSR VASI-L (3 bar) grooved RVR	8416'				
② Upwind angle 3.0°, downwind angle 3.0°.						

TAKE-OFF

	Rwys 27L, 27R, 30		Rwy 9L		Other
	Adequate Vis Ref	STD	Adequate Vis Ref	STD	
1 & 2 Eng	RVR 16 or 1/4	RVR 50 or 1	RVR 16 or 1/4	RVR 50 or 1	800-1
3 & 4 Eng		RVR 24 or 1/2		RVR 24 or 1/2	

TAKE-OFF

	Rwy 12		Rwy 9R		Other
	Adequate Vis Ref	STD	Adequate Vis Ref	STD	
1 & 2 Eng	RVR 16 or 1/4	RVR 50 or 1	1/4	1	800-1
3 & 4 Eng		RVR 24 or 1/2		1/2	

IFR DEPARTURE PROCEDURE

CAUTION: Strobe light and unmarked balloon and cable to 14000' in R-2916 93 NM southwest of Miami Intl airport. All aircraft should establish positive course guidance to ensure avoidance of this obstacle.

FOR FILING AS ALTERNATE

	Precision	Non-Precision
A	600-2	800-2
B		
C		
D		

CHANGES: Note.

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MEMORANDUM

October 15, 1997
C1-RLF-ED7WTS-97-014

To: David J. Ivey
NTSB Operations Group Chairman

From: R.L. Fox

Subject: Fine Air DC-8-61F Accident

Copies: D. Busch, S Lund, L Otto, File

Reference: S. Lund E-MAIL dated 17 September 1997

The analysis attachment includes variations of the six (6) cases sent to Weight Engineering in the referenced E-MAIL and further discussed with Mr. Ivey via telephone on October 9, 1997.

At the time of discussion, there was some question of pallet size. (Eg 88x108 or 88x126). Analysis has been completed for both pallet sizes.

Please find a detail case by case analysis and summary for both pallet sizes.

It should be noted, case 3A and 3B produce the same result. Therefore further variations from case 3B was not done.

Please do not hesitate to call for further clarification or other questions.

R.L. Fox

Boeing, DPD Weight Engineering

**SUMMARY
FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125 PALLETS**

CASE NO.	DESCRIPTION	ZFW	CG	% MAC	TOGW	CG	% MAC
Base	FINE AIR (as received)	233,962	861.5	26.0	282,462	862.8	26.5
Base (rev)	FINE AIR (as revised by Boeing, DPD)	234,082	861.8	26.1	282,582	863.0	26.6
1	Reverse position 13 & 17	234,082	852.7	22.9	282,582	855.5	23.9
2A	Case 1 with position 14-16 aft 1 position	234,082	862.6	26.4	282,582	862.6	26.4
2B	Case 2A with position 14-17 fwd 1 position	234,082	852.7	22.9	282,582	855.5	23.9
3A	Case 2A with pos. 4 @ 90 deg & in pos 5	234,082	880.5	32.9 *	282,582	878.6	32.2 *
4A	Case 1 with 6950 lb on pallet G	235,082	853.0	22.9	283,582	855.7	23.9
4B	Case 2A with 6950 lb on pallet G	235,082	861.5	26.0	283,582	862.8	26.5
4C	Case 2B with 6950 lb on pallet G	235,082	853.0	22.9	283,582	855.7	23.9
4D	Case 3A with 6950 lb on pallet G	235,082	881.0	33.1 *	283,582	879.0	32.4 *
5A	Case 1 with pos. 1 in pos 2	234,082	854.3	23.4	283,582	856.9	24.3
5B	Case 2A with pos. 1 in pos 2	234,082	862.9	26.5	282,582	863.9	26.9
5C	Case 2B with pos. 1 in pos 2	234,082	854.3	23.4	282,582	856.9	24.3
5D	Case 3A with pos. 1 in pos 2	234,082	882.1	33.5	282,582	879.9	32.7 *
5E	Case 4A with pos. 1 in pos 2	235,082	854.6	23.5	283,582	857.0	24.4
5F	Case 4B with pos. 1 in pos 2	235,082	863.1	26.8	283,582	864.1	27.0
5G	Case 4C with pos. 1 in pos 2	235,082	854.6	23.5	283,582	857.0	24.4
5H	Case 4D with pos. 1 in pos 2	235,082	882.6	33.7	283,582	880.3	32.8 *
6A	Case 1 with collapsed bear traps	234,082	856.0	24.0	282,582	858.3	24.8
6B	Case 2A with collapsed bear traps	234,082	864.5	27.1	282,582	865.3	27.4
6C	Case 2B with collapsed bear traps	234,082	856.0	24.0	282,582	858.3	24.8
6D	Case 3A with collapsed bear traps	234,082	883.5	34.8	282,582	881.0	33.1 *
6E	Case 4A with collapsed bear traps	235,082	856.3	24.1	283,582	858.5	24.9
6F	Case 4B with collapsed bear traps	235,082	864.7	27.2	283,582	865.5	27.5
6G	Case 4C with collapsed bear traps	235,082	856.3	24.1	283,582	858.5	24.9
6H	Case 4D with collapsed bear traps	235,082	884.0	34.2	283,582	881.5	33.3
6I	Case 5A with collapsed bear traps	234,082	857.6	24.8	282,582	859.5	25.3
6J	Case 5B with collapsed bear traps	234,082	866.1	27.7	282,582	866.6	27.9
6K	Case 5C with collapsed bear traps	234,082	857.6	24.8	282,582	859.5	25.3
6L	Case 5D with collapsed bear traps	234,082	885.1	34.8	282,582	882.3	33.8
6M	Case 5E with collapsed bear traps	235,082	857.8	24.7	283,582	859.7	25.4
6N	Case 5F with collapsed bear traps	235,082	866.3	27.8	283,582	866.7	27.9
6O	Case 5G with collapsed bear traps	235,082	857.8	24.7	283,582	859.7	25.4
6P	Case 5H with collapsed bear traps	235,082	885.6	34.7	283,582	882.7	33.7

Note: boxed values are outside the cg limits, * values are at or near the aft limit

-36-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLET**

FINE ANALYSIS			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	0	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	5,860 a	1530.5	
18	5,027	1638.0	
Total Pallets	87,823	906.8	
ZFW	233,982	861.5	26.0
FINE ZFW	233,982	863.1	26.6
FUEL	48,500	869.0	
TOGW	282,482	862.8	26.5

(a) wrong weight recorded

DPD WEIGHT ANALYSIS			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	0	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	5,960	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	907.5	
ZFW	234,082	861.8	26.1
FUEL	48,500	869	
TOGW	282,582	863.0	26.6

Case 1: Reverse pos 13 & 17			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	883.4	
ZFW	234,082	852.7	22.9
FUEL	48,500	869	
TOGW	282,582	855.5	23.9

-37-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case 2A: Case 1 + 14-16 aft 1 pos			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	0	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	906.2	
ZFW	234,082	861.3	26.0
FUEL	48,500	869	
TOGW	282,582	862.6	26.4

Case 2B: Case 2A with pos 14-17 fwd 1 pos			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5,960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	883.4	
ZFW	234,082	852.7	22.9
FUEL	48,500	869	
TOGW	282,582	855.5	23.9

Case 3A: Case 2A /4@90 deg in pos 5			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	444.5	
6	5,444	551.5	
7	5,674	640.5	
8	5,970	729.5	
9	6,096	818.5	
10	6,097	907.5	
11	5,950	996.5	
12	5,880	1085.5	
13	5,976	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	957.4	
ZFW	234,082	880.5	32.9
FUEL	48,500	869	
TOGW	282,582	878.6	32.2

-38-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLET**

Case 3B: Case 2B/4 @ 90 deg in pos 5			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
		373.5	
4	4,390	444.5	
6	5,444	551.5	
7	5,674	640.5	
8	5,970	729.5	
9	6,096	818.5	
10	6,097	907.5	
11	5,950	996.5	
12	5,880	1085.5	
13	5,976	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	957.4	
ZFW	234,082	880.5	32.9
FUEL	48,500	869	
TOGW	282,582	878.6	32.2

Case 4A: Case 1/6950 on G			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	6,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5,960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	883.7	
ZFW	235,082	853.0	22.9
FUEL	48,500	869	
TOGW	283,582	855.7	23.9

Case 4B: Case 2A/6950 on G			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	6,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	0	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	906.2	
ZFW	235,082	861.5	26.0
FUEL	48,500	869	
TOGW	283,582	862.8	26.5

-39-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case 4C: Case 2B/6950 on G			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	6,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5,960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	883.7	
ZFW	235,082	853.0	22.9
FUEL	48,500	869	
TOGW	283,582	855.7	23.9

Case 4D: Case 3A/6950 on G			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	106.5	
2	0	196.5	
3	4,757	284.5	
4	4,390	444.5	
6	5,444	551.5	
7	5,674	640.5	
8	5,970	729.5	
9	6,096	818.5	
10	6,097	907.5	
11	6,950	996.5	
12	5,880	1085.5	
13	5,976	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	957.8	
ZFW	235,082	881.0	33.1
FUEL	48,500	869	
TOGW	283,582	879.0	32.4

Case 5A: Case 1/pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5,960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	887.6	
ZFW	234,082	854.3	23.4
FUEL	48,500	869	
TOGW	282,582	856.9	24.3

-40-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLET**

Case 5B: Case 2A/pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	0	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	910.4	
ZFW	234,082	862.9	26.5
FUEL	48,500	869	
TOGW	282,582	863.9	26.9

Case 5C: Case 2B / pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	5,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5,960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	887.6	
ZFW	234,082	854.3	23.4
FUEL	48,500	869	
TOGW	282,582	856.9	24.3

Case 5D: Case 3A with pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	444.5	
6	5,444	551.5	
7	5,674	640.5	
8	5,970	729.5	
9	6,096	818.5	
10	6,097	907.5	
11	5,950	996.5	
12	5,880	1085.5	
13	5,976	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	87,923	961.6	
ZFW	234,082	882.1	33.5
FUEL	48,500	869	
TOGW	282,582	879.9	32.7

-4/-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case 5E: Case 4A / pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	6,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5,960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	887.8	
ZFW	235,082	854.6	23.5
FUEL	48,500	869	
TOGW	283,582	857.0	24.4

Case 5F: Case 4B / pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	6,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	0	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	910.4	
ZFW	235,082	863.1	26.6
FUEL	48,500	869	
TOGW	283,582	864.1	27.0

Case 5G: Case 4C / pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	373.5	
5	5,444	462.5	
6	5,674	551.5	
7	5,970	640.5	
8	6,096	729.5	
9	6,097	818.5	
10	6,950	907.5	
11	5,880	996.5	
12	5,976	1085.5	
13	5,960	1174.5	
14	5,854	1263.5	
15	5,611	1352.5	
16	5,108	1441.5	
17	0	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	887.8	
ZFW	235,082	854.6	23.5
FUEL	48,500	869	
TOGW	283,582	857.0	24.4

-42-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case 5H: Case 4D / pos 1 in 2			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	106.5	
2	4,129	196.5	
3	4,757	284.5	
4	4,390	444.5	
6	5,444	551.5	
7	5,674	640.5	
8	5,970	729.5	
9	6,096	818.5	
10	6,097	907.5	
11	6,950	996.5	
12	5,880	1085.5	
13	5,976	1174.5	
14	5,960	1263.5	
15	5,854	1352.5	
16	5,611	1441.5	
17	5,108	1530.5	
18	5,027	1638.0	
Total Pallets	88,923	962.0	
ZFW	235,082	882.6	33.7
FUEL	48,500	869	
TOGW	283,582	880.3	32.8

Case 6A: Case 1 / collapsed bear traps			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	5,950	916	
11	5,880	1004	
12	5,976	1092	
13	5960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	87,923	892.2	
ZFW	234,082	856.0	24.0
FUEL	48,500	869	
TOGW	282,582	858.3	24.8

Case 6B: Case 2A/ bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	5,950	916	
11	5,880	1004	
12	5,976	1092	
13	0	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	87,923	914.7	
ZFW	234,082	864.5	27.1
FUEL	48,500	869	
TOGW	282,582	865.3	27.4

-45.

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case 6C: Case 2B / collapsed bear traps			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	5,950	916	
11	5,880	1004	
12	5,976	1092	
13	5,960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	87,923	892.2	
ZFW	234,082	856.0	24.0
FUEL	48,500	869	
TOGW	282,582	858.3	24.8

Case 6D: Case 3A with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	457.5	
6	5,444	564	
7	5,674	652	
8	5,970	740	
9	6,096	828	
10	6,097	916	
11	5,950	1004	
12	5,880	1092	
13	5,976	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	87,923	965.3	
ZFW	234,082	883.5	34.0
FUEL	48,500	869	
TOGW	282,582	881.0	33.1

Case 6E: Case 4A with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	6,950	916	
11	5,880	1004	
12	5,976	1092	
13	5,960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	88,923	892.4	
ZFW	235,082	856.3	24.1
FUEL	48,500	869	
TOGW	283,582	858.5	24.9

144

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case 6F: Case 4B with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	6,950	916	
11	5,880	1004	
12	5,976	1092	
13	0	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	88,923	914.7	
ZFW	235,082	864.7	27.2
FUEL	48,500	869	
TOGW	283,582	865.5	27.5

Case 6G: Case 4C with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	6,950	916	
11	5,880	1004	
12	5,976	1092	
13	5,960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	88,923	892.4	
ZFW	235,082	856.3	24.1
FUEL	48,500	869	
TOGW	283,582	858.5	24.9

Case 6H: Case 4D with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	4,129	124	
2	0	212	
3	4,757	300	
4	4,390	457.5	
6	5,444	564	
7	5,674	652	
8	5,970	740	
9	6,096	828	
10	6,097	916	
11	6,950	1004	
12	5,880	1092	
13	5,976	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	88,923	965.8	
ZFW	235,082	884.0	34.2
FUEL	48,500	869	
TOGW	283,582	881.5	33.3

-45-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case6I: Case 5A with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	5,950	916	
11	5,880	1004	
12	5,976	1092	
13	5960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	87,923	896.3	
ZFW	234,082	857.6	24.6
FUEL	48,500	869	
TOGW	282,582	859.5	25.3

Case6J: Case 5B with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	5,950	916	
11	5,880	1004	
12	5,976	1092	
13	0	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	87,923	918.9	
ZFW	234,082	866.1	27.7
FUEL	48,500	869	
TOGW	282,582	866.6	27.9

Case6K: Case 5C with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	5,950	916	
11	5,880	1004	
12	5,976	1092	
13	5,960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	87,923	896.3	
ZFW	234,082	857.6	24.6
FUEL	48,500	869	
TOGW	282,582	859.5	25.3

-46-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case6L: Case 5D with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	457.5	
6	5,444	564	
7	5,674	652	
8	5,970	740	
9	6,096	828	
10	6,097	916	
11	5,950	1004	
12	5,880	1092	
13	5,976	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	87,923	969.5	
ZFW	234,082	885.1	34.6
FUEL	48,500	869	
TOGW	282,582	882.3	33.6

Case 6M: Case 5E / collapsed bear traps			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	6,950	916	
11	5,880	1004	
12	5,976	1092	
13	5,960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	88,923	896.5	
ZFW	235,082	857.8	24.7
FUEL	48,500	869	
TOGW	283,582	859.7	25.4

Case 6N: Case 5F/ bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	6,950	916	
11	5,880	1004	
12	5,976	1092	
13	0	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	88,923	918.8	
ZFW	235,082	866.3	27.8
FUEL	48,500	869	
TOGW	283,582	866.7	27.9

-47-

**FINE DC-8-61F
NTSB SCENARIOS
WITH 88 X 125
PALLETS**

Case 6O: Case 5G / collapsed bear traps			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	388	
5	5,444	476	
6	5,674	564	
7	5,970	652	
8	6,096	740	
9	6,097	828	
10	6,950	916	
11	5,880	1004	
12	5,976	1092	
13	5,960	1180	
14	5,854	1268	
15	5,611	1356	
16	5,108	1444	
17	0	1532	
18	5,027	1638.5	
Total Pallets	88,923	896.5	
ZFW	235,082	857.8	24.7
FUEL	48,500	869	
TOGW	283,582	859.7	25.4

Case 6P: Case 5H with bear traps collapsed			
	wt(lb)	cg	%MAC
OEW	146,159	834.3	16.2
pallet pos			
1	0	124	
2	4,129	212	
3	4,757	300	
4	4,390	457.5	
6	5,444	564	
7	5,674	652	
8	5,970	740	
9	6,096	828	
10	6,097	916	
11	6,950	1004	
12	5,880	1092	
13	5,976	1180	
14	5,960	1268	
15	5,854	1356	
16	5,611	1444	
17	5,108	1532	
18	5,027	1638.5	
Total Pallets	88,923	969.8	
ZFW	235,082	885.6	34.7
FUEL	48,500	869	
TOGW	283,582	882.7	33.7

48

UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
ATLANTA, GEORGIA

In the Matter of:

Fine Airlines, Inc.

CONSENT AGREEMENT

Considering the Enforcement Investigative Report enumerated above, and the results of an inspection conducted in August and September of 1997, the Federal Aviation Administration (FAA) has concluded that Fine Airlines, Inc., (hereafter Fine Air) under its authority to operate as an air carrier under Part 121 of the Federal Aviation Regulations (FAR) (14 C.F.R. 121), conducted flight and ground operations, including but not limited to cargo operations, contrary to and in violation of the FAR and the Department of Transportation Hazardous Material Regulations (HMR) (49 CFR Part 171 et. seq.).

The FAA acknowledges Fine Air's cooperative attitude and its commitment to return to air carrier operations at the highest level of safety. In consideration of the foregoing, the FAA and Fine Air have reached a settlement of this matter under which both are willing to accept the issuance of this Consent Agreement, to avoid potential litigation and expedite the resumption of Fine Air's operations.

The FAA acknowledges and agrees that Fine Air's execution of, and payment in accordance with, this Consent Agreement, do not constitute or imply an admission by Fine Air of any facts, circumstances, and regulatory violations alleged by the FAA.

This Consent Agreement is issued under the authority contained in 49 U.S.C. Sections 46105 and 44709, and 14 C.F.R. 13.13.

In consideration of the above, Fine Air agrees to pay the FAA one million five hundred thousand dollars (\$1,500,000), as provided in Paragraph 7 below, as a remedial payment, representing and reflecting the costs incurred or to be incurred by the FAA to investigate, review, and re-inspect Fine Air and establish and ultimately enforce this Consent Agreement. The FAA acknowledges that this payment is not a fine, penalty, or punitive sanction of any other nature, but compensatory and remedial in nature. Fine Air waives any right it may have to further itemization, accounting, or billing of these costs.

ACCORDINGLY, it is hereby ordered as follow:

1. Fine Air agrees to cease all Part 121 operations until the FAA determines that Fine Air has complied with all the terms of paragraph 10 (a) through (h).

2. Fine Air agrees to remove from its operations specifications any aircraft which it dry leases to an air carrier certificated under Part 129 of the FARs unless the Miami FSDO approves Fine Air's request to have the aircraft remain on its operations specifications during the period the dry lease is in effect.

3. The FAA further agrees that it shall not unreasonably withhold its consent for Fine Air to resume Part 121 operations. Fine Air specifically waives any and all rights to appeal or otherwise seek judicial review of this Consent Agreement.

4. These terms shall constitute a full and conclusive settlement of any FAA legal enforcement actions that may be brought by the Federal Aviation Administration against Fine Air based upon alleged violations of the FAR and HMR occurring on or before the date of execution of this Consent Agreement (including the outstanding order previously resolved between the parties concerning pilot training issues), with the exception of civil penalty actions resulting from the alleged violations of the HMR committed by persons not employed by Fine Air, but who were either providing ground services to Fine Air or otherwise offered hazardous material to Fine Air, through Fine Air, or on behalf of Fine Air; accepted hazardous material for Fine Air, through Fine Air, or on behalf of Fine Air; or transported hazardous material for Fine Air, through Fine Air, or on behalf of Fine Air.

5. The FAA will withdraw each of the enforcement actions pending against the Fine Air flight crewmembers relating to the conduct of operations into Bogota, Columbia or Quito, Ecuador and that it will not institute any new actions relating to any such operations conducted prior to the date of execution of this Consent Agreement.

6. Fine Air agrees that it shall not raise any defense of double jeopardy, excessive fines, collateral estoppel, equitable estoppel or other defenses based upon the Consent Agreement, in any future criminal or civil action, if any, brought by any government agency other than the Federal Aviation Administration. Fine Air does not, by agreeing to the entry of the Consent Agreement, waive its right to contest any and all allegations of criminal violations or conduct.

7. In view of the fact that Fine Air's operations have temporarily ceased as of September 4, 1997, the FAA agrees that it will treat the re-inspection of Fine Air as a priority matter. As a condition of being permitted by FAA to recommence operations, Fine Air agrees to pay a remedial payment in the amount of one million five hundred thousand dollars to defray costs incurred or to be incurred by the FAA to investigate, review, and re-inspect Fine Air's procedures and operations, and establish and enforce this Consent Agreement. Fine Airlines, Inc., promises to pay the amount of one million five hundred thousand dollars (\$1,500,000) to the order of the FAA in installments as follows (\$500,000 of the total amount of \$1,500,000 may be forgiven as described below):

\$310,000 on or before the 12th day of October, 1997, or within 5 days of Fine Airlines, Inc., resuming operations under Part 121 of the Federal Aviation Regulation, whichever occurs first;

\$115,000 on or before the 15th day of January, 1998

\$115,000 on or before the 15th day of April, 1998

\$115,000 on or before the 15th day of July, 1998

\$115,000 on or before the 15th day of October, 1998

\$115,000 on or before the 15th day of January, 1999

\$115,000 on or before the 15th day of April, 1999

In addition, if Fine Airlines, Inc., does not comply with the terms in paragraph 10 items (i) through (t) of the Consent Agreement on or prior to December 31, 1997, Fine Airlines, Inc., will also pay the balance due under this note of \$500,000 on or before the 15th day of April, 1999. If Fine Airlines, Inc., complies with paragraph 10 items (i) through (t) of the Consent Agreement on or before to December 31, 1997, and also complies with the other terms of the Consent Agreement and of this Promissory Note, \$500,000 will be forgiven and will not be due and owing. Such payments shall be made to the Federal Aviation Administration by check or money order and addressed and delivered to FAA Southern Region, Accounting Operations Branch, ASO-22, P.O. Box 45719, Atlanta, Georgia 30320. Said payment shall be delivered to ASO-22 within five days of the date Fine Air's Part 121 operations are resumed or within 30 days of the execution of this Consent Agreement, whichever occurs first.

8. Within three working days after receiving Fine Air's plan referred to in paragraph 10 below, the Miami Flight Standards District Office (FSDO) and the Miami Civil Aviation Security Field Office (CASFO) will advise the company of the plan's acceptability or the need for changes. The FAA will specify any changes required, after which Fine Air shall submit a revised plan to the FSDO and CASFO.

9. The FAA acknowledges Fine Air's desire to resume Part 121 operations as quickly as possible consistent with the terms of this Consent Agreement. Accordingly, the FAA agrees that it will devote the necessary inspector resources to evaluate Fine Air's submissions and assess the company's compliance with the terms of this Consent Agreement.

10. Fine Air agrees to present a plan to the Miami Flight Standards District Office (FSDO) specifying the methods and schedule to accomplish the following. Only those items marked by an asterisk (*) must be accomplished before resuming flight operations under Part 121.

- *a) Present all manuals as requested by the Miami FSDO and make changes where required to ensure compliance with the FARs.
- *b) Successfully demonstrate all phases of flight operations.
- *c) Review and revise, as necessary, cargo handling system and procedures that will ensure accuracy of cargo weights, restraint and loading for all flights under the operational control of Fine Air. This system will include but not be limited to; maintenance program for cargo pallets and cargo restraint devices, cargo pallet loading procedures, cargo weighing procedures, system for control of scales and maintaining calibration records for scales used for weighing cargo, aircraft loading procedures, aircraft weight and balance procedures.
- *d) Review and revise as necessary a training program for cargo handlers and other personnel responsible for cargo handling and aircraft loading.
- *e) Review and revise, as necessary, crewmember and flight follower training to include cargo handling, aircraft loading procedures, and aircraft weight and balance and performance computations.
- *f) Review and revise as necessary a system to determine aircraft performance during takeoff, climb, cruise, and landing that is accurate for each aircraft operated and that is based on FAA approved data.
- *g) Review and revise as necessary the system for controlling Condition and Correction (C&C) forms.
- *h) Provide the Miami FSDO with a new and current Letter of Compliance.
- i) Review and revise as necessary a system to ensure all "wet leases" and interchange agreements are properly authorized in operations specifications prior to conducting any operations under the agreement.
- j) Revise maintenance program for engines-on and off wing.
- k) Review and revise as necessary a maintenance and inspection program for aircraft cargo floors.
- l) Review and revise as necessary the maintenance program for flight data recorders.

- m) **Revise company organization and duties and responsibilities that allows Quality Control to directly make decisions that can affect the airworthiness of the aircraft.**
- n) **Review and revise as necessary maintenance program procedures that ensure all deferrable fuel leaks are repaired no later than at a "B" check interval.**
- o) **Review and revise as necessary the CASS program so as to determine what aircraft inspection intervals must be changed from "On Condition" (OC) to "Hard Time" (HT).**
- p) **Revise GMM to include instructions for adding substantial maintenance facilities and vendors into the system.**
- q) **Revise GMM to demonstrate how aircraft are scheduled for wash between "C" check intervals.**
- r) **Revise engine monitoring program that clearly identifies procedures and personnel responsible for the program.**
- s) **Clarify the separation between Fine Air and Fine Air Repair Center, Inc.**
- t) **Review and revise the manual control system for tracking distribution of manuals.**

11. **Prior to commencing Part 121 operations as a "will not carry" dangerous goods air carrier (see 49 CFR and/or ICAO), Fine Air must comply with the provisions in this paragraph and paragraph 12(g).**

When it resumes Part 121 operations, Fine Air will not carry, nor accept for transportation, hazardous materials, or dangerous goods ("DG") cargo as defined in appropriate DG transport regulations of ICAO and 49 CFR, in its US and foreign locations. Fine Air will review and revise as necessary, present to FAA Miami CASFO, and implement the following procedures acceptable to the FAA Administrator for ensuring Fine Air will not carry DG cargo:

- a) **Engage certified DG trainers to provide classroom "DG Recognition Training" for 100% of Fine Air "hazmat" employees as defined by 49 CFR 171.8.**
- b) **Obtain upon receipt of cargo, statements from wet lease customers for each flight, certifying that no DG cargo is contained within offered shipment.**
- c) **Obtain statements from wet lease customers certifying that all of their hazmat employees have received appropriate training.**

d) Notify all customers of status change to "will not carry" operator, stating that Fine Air will not transport DG cargo, nor accept DG cargo for transportation, until future notice.

12. Prior to commencing Part 121 operations as a "will carry" dangerous goods air carrier (see 49 CFR and/or ICAO), Fine Air must comply with the provisions in this paragraph.

When it resumes Part 121 operations under this paragraph, Fine Air agrees to comply with appropriate dangerous goods transport regulations of ICAO and 49 CFR in its US and foreign locations, and agrees to develop, present to FAA Miami CASFO, and implement enhanced procedures as necessary which are acceptable to the FAA Administrator, for ensuring such compliance, including specifying the methods and schedule for accomplishing the following:

- a) Present for evaluation upon request a job description of each of Fine Air's hazardous materials employees in US and foreign locations as required by Title 49, Code of Federal Regulations subpart H of part 172. [See also parts 106, 171, 175 and 14 CFR 121.135, 121.401, 121.433(a), 135.323, 135.327 and 135.333.]
- b) Present for evaluation upon request a list of initial and recurrent dangerous goods training received by each hazardous materials employee in US and foreign locations, by job description, including a time table for recurrent dangerous goods training, by job description.
- c) Present for evaluation upon request all dangerous goods training manuals, including testing materials for each type of hazardous materials employee in US and foreign locations.
- d) Present for evaluation upon request dangerous goods training manuals and testing material used in competency testing for each type of hazardous materials employee in US and foreign locations, including post-training, on-the-job testing to ensure competency of each hazardous materials employee in US and foreign locations.
- e) Review and revise as necessary a method of internal audit of Fine Air's in-house hazmat class room training.
- f) Review and revise as necessary a method of internal audit of Fine Air's dangerous goods program, to ensure compliance with 49 CFR and ICAO.
- g) Recognizing the importance of effective oversight of wet lease operators and other cargo contractors, especially those offering or causing dangerous goods to be loaded aboard Fine Air aircraft. Fine Air agrees to review and revise

procedures as necessary, and to present procedures acceptable to the FAA Administrator, for compliance by Fine Air, Fine Air's wet lease customers, and Fine Air's cargo contractors, with all applicable dangerous goods transport regulations in 49 CFR and/or ICAO.

13. Fine Airlines, Inc. agrees to correct the access investigation files, determined to be deficient by the Miami Civil Aviation Security Field Unit (MIA-CASFU), in the following outlined manner:

- a) The records of those employees requiring unescorted air operations area (AOA)/security identification display area (SIDA) access, in the performance of their assigned duties, hired after February 1, 1996, but prior to December 3, 1996, will be amended and documented to show compliance with all applicable 14 Code of Federal Regulations (CFR) Part 107.31 provisions.
- b) The records of personnel requiring unescorted AOA/SIDA access, in the performance of their assigned duties, hired on or after December 3, 1996, will be amended and documented to show compliance with all applicable 14 CFR Part 107.31 provisions; and

Upon correction, the 44 records identified by the MIA-CASFU as containing substantial errors, will be presented to the airport authority for review, prior to the individual's re-application for unescorted access and subsequent approval.

- c) Fine Air agrees to process all future access investigations of employees/prospective personnel, requiring unescorted AOA/SIDA access, in performance of their assigned duties, in strict adherence to the applicable requirements of 14 CFR Part 107.31. Fine Air will provide a certification to the airport authority that said compliance has occurred.

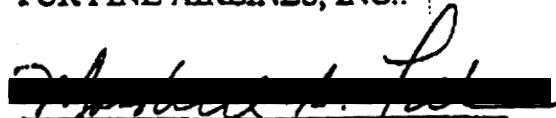
14. Fine Air hereby waives any and all rights to appeal or otherwise seek judicial review of this Consent Agreement. However, both parties retain the right to judicially enforce the provisions hereof in the appropriate federal court.

FOR FAA:


Office of Assistant Chief Counsel

9/12/97
Date

FOR FINE AIRLINES, INC.:


Marshall S. Filler
Counsel for Fine Airlines, Inc.

9/12/97
Date



AEROMAR AIRLINES

37:

CONTROL DE PERSONAL (WAREHOUSE)

REPORTE DE TRABAJADORES POR GRUPO Y HORARIO DE TRABAJO

FECHA: 08-06-97 SUPERVISOR: Juan Kennedy Operations Mgr.

PERSONA QUE LLAMA A LOS EMPLEADOS: Ernesto Hernandez

TRABAJO DEL GRUPO: Carga y Descarga

HORA DE ENTRADA: 9:00AM HORA DE SALIDA:

No	Nombre del Empleado	Respondio	No Resp.	Enfermo	Ausencia Justificada	Ausencia No Just.
1	Lazaro Rabelo	✓				
2	Juan Baez	✓				
3	Luis Cordero	✓				
4	Carlos Mercado	✓				
5	Norberto Cabona	✓				
6	Denis Matos	✓				
7	Armando Hernandez	✓				

CARLO HODLER

driver only

EMPLEADOS EN SUSTITUCION

No	Nombre del Empleado	Nombre del Empleado sustituido

McDONNELL DOUGLAS 

Douglas Aircraft Company

Flight Operations Bulletin

June 26, 1997

ATA: 8-60-30

Bulletin No. DC-8-97-003

Applicable to: *All DC-8 Aircraft*

Subject: DC-8 RUNWAY DEPARTURES DURING TAKEOFF

Several recent incidents have been reported of DC-8 freighter aircraft departing the runway during the early stages of takeoff. These incidents involved DC-8-62 aircraft with relatively light cargo loads and center of gravity (CG) values at or near the aft limit. The Douglas Aircraft Company, in conjunction with the FAA, the NTSB and several DC-8 operators, has completed an analysis of these incidents in order to understand the events leading up to the excursions. This analysis has been used to develop procedures to prevent such incidents in the future.

Background

The DC-8 freighter is approved for operation with any combination of payload and fuel up to the maximum certificated gross weight. The payload may be distributed in any manner that keeps the CG within the certificated zero fuel weight CG envelope. Fuel may then be loaded (up to the gross weight limit) and the resulting CG will be within the certificated forward and aft takeoff/landing limit, provided that the fuel is loaded (and subsequently burned) in accordance with the recommended fuel burn schedule.

Analysis

Of the incidents that have been reviewed, only two have been accompanied by Flight Data Recorder (FDR) data, although all have included flight crew member statements. In general, the data showed an initial departure from runway heading followed by attempts to correct back. The initial deviation was the result of an asymmetric power advance, asymmetric takeoff thrust, or while transferring control from one pilot to the other. In each case nose wheel rudder pedal steering inputs did not recover the desired heading, and more drastic control inputs were attempted (differential thrust - reverse thrust) which resulted in the deviation becoming divergent and the aircraft exiting the side of the runway. Where FDR data was available, good correlation existed between that data, the crew statements and (in one case) runway skid marks.

Douglas Aircraft Company, 3855 Lakeside Boulevard, M/C: (D094-0026)
Long Beach, CA 90846-0001, USA/Phone: (562) 593-1249/Fax: 593-3471

This analysis was used to generate the following procedures.

Procedures

Although many of the comments apply to any DC-8 model, the following procedures are particularly applicable to the DC-8-62 freighter when loaded at or very near the aft CG limits, especially with light cargo loads.

1. Ensure that cargo is loaded within the zero fuel weight CG limits.
2. Ensure that CG position is computed accurately.
3. Ensure that fuel is loaded in accordance with the prescribed fuel loading schedule.

Note: There is no provision for ballast fuel for DC-8 operations.


4. During preflight note the extension of nose landing gear strut. Request servicing if beyond the normal recommended limits.
5. During taxi, determine nose wheel rudder pedal steering effectiveness, especially if visual inspection of the nose gear strut could not be accomplished due to last minute cargo loading.
6. When entering the runway for takeoff, align the aircraft to the centerline before advancing power. If the centerline markings are obscured (snow for example) ensure that the aircraft is aligned to the runway heading. This alignment is especially important if control is to be transferred to the First Officer for takeoff.
7. For static takeoff - bring the aircraft to a stop and set (or hold) brakes. Advance power for engine stabilization (approximately 70% - 80% N1), then advance power to the takeoff thrust setting. Ensure symmetrical power at takeoff thrust. Release brakes gently to minimize nose pitch up.
8. For rolling takeoff - after alignment with runway heading while rolling, advance power for engine stabilization (approximately 70% - 80% N1). When engines are stabilized and aircraft tracking is satisfactory, advance power symmetrically to the takeoff setting, and ensure symmetrical power at takeoff thrust.
9. For modified rolling takeoff - With aircraft aligned on the runway heading, and stationary with the brakes set and the engines stabilized at approximately 70% - 80% N1, gently release brakes. Continue symmetrical power advance to the takeoff setting, and ensure symmetric power at takeoff thrust.
10. During the takeoff roll maintain directional control by rudder pedal steering.
11. Apply light but positive forward pressure on the control wheel to enhance rudder pedal nosewheel steering.

Additional Comments/Considerations

1. Proper nose landing gear strut servicing is particularly important with a CG at or near the aft limit. The nose wheel steering angle available through rudder pedal (or tiller) steering diminishes as the nose strut extends due to the action of the centering cam. Flight crews should be familiar with the normal strut extension during preflight inspections.
2. A sudden brake release with all engines at takeoff thrust tends to cause the nose of the aircraft to pitch up, due to the under-wing engine thrust line, and may also occur with a fast power advance during rolling takeoffs. The pitch up tendency is greatest when loaded at or near the aft CG limit, but rarely exceeds 1°. Since the normal DC-8 ground pitch attitude is approximately 1° airplane nose down, the pitch attitude during the takeoff roll will rarely exceed 0°. With proper servicing, nose strut extension due to this pitch up (approximately 6 inches) should not constrain steering by placing the nose strut into the centering cam.
3. Rudder pedal steering is limited to approximately $\pm 10^\circ$ from neutral. When aircraft control is transferred to the First Officer, extra care must be taken to ensure aircraft alignment with (and preferably on) the runway centerline. This will provide the First Officer better directional control in the early part of the takeoff roll before the rudder becomes effective.
4. Rapid advances to takeoff thrust, even when advancing above 70% - 80% N1, may result in asymmetry due to uneven engine acceleration. This is particularly true with older engines; care must be exercised to monitor the power and avoid asymmetry.
5. When advancing power for takeoff, the crew should be alert for throttle misalignment, and power levers should be adjusted to ensure symmetric thrust throughout the takeoff roll.

Corrective Action

During any takeoff when the aircraft deviates from runway heading (centerline), and rudder pedal inputs will not correct the deviation, retard all power levers to idle, regain directional control and reject the takeoff. Do not attempt to use asymmetric thrust to regain control, and do not under any circumstances use asymmetric reverse thrust.


for T. J. Melody
Senior Manager/Chief Test Pilot
Experimental Flight Operations
& Customer Service

PJB:cs1



AEROMAR AIRLINES

September 10, 1997
Miami, Florida

Evan Byrne
Human Performance Investigator
Office of Aviation Safety, AS-50
National Transportation Safety Board
490 L'Enfant Plaza, S.W.
Washington, D.C. 20594

Re: Your Request for Information Dated August 22, 1997

Dear Mr. Byrne:

We hereby respond to each specifically numbered paragraph of your request for information dated August 22, 1997. We apologize for the delay of this response.

Pertaining to your investigation of Fine Air Flight #101, you have asked us for the following documentation:

1. Copies of all Aeromar " Crew and Aircraft Request" forms for August 4, 1997 to August 8, 1997. These are enclosed.
2. Copies of all pallet weight listing from Aeromar to Fine Air from August 4, 1997 to August 8, 1997. These are enclosed.
3. Copies of all pallet load distribution forms from Fine Air to Aeromar from August 4, 1997 to August 8, 1997. None of the weight distribution forms are in Aeromar's custody, possession or control. In the ordinary course of business, Aeromar's security person picks up the weight distribution forms from Fine Air immediately prior to the loading of a plane. Upon the plane's arrival at its destination in the Dominican Republic, Aeromar security representatives are not required to turn in Fine Air's weight distribution form into Aeromar's office. However, inasmuch as the weight distribution forms are business records of Fine Air, Fine Air must have the original and /or Copies of all such documents for the period that you have requested them.
4. Copies of airway bills, cargo manifests, and scale loading from August 4, 1997 to August 8, 1997. These are enclosed.

5. Physical dimensions of " Big Packs " (size and weight). This is enclosed.
6. Weight of pallet and cargo net combination. See answer to paragraph 3 above.
7. Copy of contract to Aeromar for shipment of flight #101 and information sufficient to answer the following questions:
 - (a) Price paid and cost basis from customer to Aeromar;
 - (b) Time requirements and contingencies in contract;
 - (c) Load requirements and contingencies and contract;
and
 - (d) Penalty clauses in contract. This is enclosed.
8. Reason Mr. Cox left Aeromar. A copy of Mr. Cox's exit interview form is enclosed.
9. Time and attendance reports from July 24, 1997 to August 7, 1997 for the following Aeromar employees associated with Fine Air Flight #101: Mr. Soto, Mr. Kennedy, Mr. Cordero, Mr. Baez, Mr. Rabello, Mr. Mercado, Mr. Canobas and Mr. Matos. These are enclosed.
10. Job descriptions for (1) security guard; (2) operations manager (3) cargo loader; and (4) cargo loading supervisor. These are enclosed.
11. Written training materials for (1) security guard; (2) operations manager; (3) cargo loader; and (4) cargo loading supervisor. These are enclosed.

Finally, although not requested, enclosed you will find a copy of the most recent and up to date organizational chart for Aeromar.
If you have additional questions or comments, or if you have additional requests for information , we will of course be happy to respond and/or comply therewith.

Thank you.

Sincerely,



RAYMUNDO POLANCO
Vice-President
Aeromar Airlines, Inc.

Enclosures



AEROMAR AIRLINES

Job Description

Department: Operations

Title: Operations Manager

Objective: Make sure that all employees follow all operational policies and procedures in order to achieve the company mission.

Functions:

1. Coordinate the operation of every flight.
2. Supervise the identification of the cargo during the palletizing process.
3. Supervise the palletization process.
4. Confirm the weight of every pallet.
5. Supervise the transportation of the pallets to be loaded on the aircraft.
6. Supervise the aircraft loading process.
7. Supervise the handling of the cargo.
8. Supervision and enforcement of the security procedures.
9. Coordinating the supervision of the loading and unloading process.
10. Coordinating the supervision of the palletizing and depalletizing process.
11. Supervision and control of the drivers that carry the cargo to and from the aircraft.
12. Updating all of the information concerning the operation. (Records in general).
13. Responsibility to follow all disciplinary procedures towards the employees. (Warnings, employee reprimands, etc).
14. Supervision and control of all perishable goods.
15. Supervision and inspection of all motorized machinery. (Fork-lifts, trucks, etc.).
16. Coordinate maintenance jobs in the warehouse. (Warning signs, security limits, precautionary measures).
17. Maintenance and inventory of warehouse equipment. (Cargo nets, pallets, rings).
18. Supervision of work materials.
19. Control of the keys of the trucks, forklifts.
20. Maintain daily reports of the operations.
21. Responsible of the calibration of the scales and the records.
22. Maintain all communication equipment in optimum conditions.
23. Maintain the general organization of the warehouse.

Education and Experience Requirements:

- College degree in Management or equivalent experience.
- Minimum of one year working in operations manager in a cargo airline.
- Minimum of one year of experience in operations planing.
- Minimum of one year of experience working with personnel and group rotation.

Additional Knowledge:

- Wnidows 95, Word Perfect.
- Languages: Fluent in English and Spanish.

Personal Requirements:

- Dynamic in solving problems and finding solutions.
- Ability to handle personnel.
- Concept of organization and security.
- Leadership skills.

Job Description:

Department: Operations

Title: Loading and Unloading Supervisor

Objective: To make sure that all employees follow all operational policies and procedures in order to achieve the company mission.

1. Supervise the loading and unloading process.
2. Coordinate and check the loading and unloading equipment to be used in the operation. (Loader, Fork-lift, etc.).
3. Make sure that all personnel that is loading and unloading the aircraft is properly equipped with the necessary equipment to ensure safety and prevent physical accidents.
4. Supervise that all pallets are being loaded in the appropriate sequence in accordance with the weight and balance of the aircraft.
5. Supervise that all "bear traps" or pallet locks are properly secured.
6. Supervise the handling of the cargo.
7. Take any precautionary measures against weather conditions to ensure that the cargo is safe.
8. Is responsible to keep communication with personnel in our warehouse.
9. Supervise the loading process of restricted materials on board the aircraft.
10. Make sure that the aircraft has the tail-post in the right positions at the time of loading the aircraft.
11. Make sure that the aircraft is properly balanced in reference to its center of gravity at the time of loading the main cabin and belly freight.

Education and Experience Requirements:

- Minimum of 6 months working in operations in a cargo airline.
- Minimum of 6 months of experience in cargo handling.
- Training in the handling of heavy equipment such as loaders and forklifts.

Additional Knowledge:

- Languages: Fluent in English and Spanish.

Personal Requirements:

- Dynamic in solving problems and finding solutions.
- Ability to handle personnel.
- Concept of organization and security.
- Leadership skills.

Operations Department Guidelines

- A. Operations Manager oversees the entire of the cargo which is weighed in, then is printed onto a warehouse receipt with dimensions.**
- B. Cargo is the built onto airplane pallets which is measured with a frame or contour to the specifications of the plane which is being used.**
- C. After an airplane pallet is built then it is weighed onto a large scale and noted down onto a load sheet, when each and every pallet is weighed and documented onto a load sheet it is submitted to operations where a correct weight and balance is performed.**
- D. The pallets are the transported to the airplane ramp, where it is placed in a correct order to be loaded onto the plane. The pallets are then placed on a loader by a forklift to be placed into the plane.**

Operations Manager Duties

- I.**
 - 1. Scheduling personnel**
 - 2. Interview personnel**
 - 3. Proper training**
 - 4. Give proper evaluations**
 - 5. Maintenance of equipment**
 - 6. Proper supplies to be ordered**
 - 7. Organize warehouse**
 - 8. Proper operation of equipment**
 - 9. Transport of cargo to the ramp**
 - 10. Return of cargo from the ramp**
 - 11. Maintain communication with operations**

Cargo Loader

The job of a cargo loader is as followed:

- II. Pallets are lifted by a forklift onto the loader, then moved into the plane, positioned into place, then locked into place with 5 locks, then so on. (if more details are needed we can supply it.)**

Cargo Loader Supervisor

- III.** Is to properly maintain visual sight on the entire loading procedure of the plane and is to verify that each cargo loader is properly performing his duties correctly as to locking each pallet down. When plane is begun to be loaded, position #1 is to be full while pushing next pallet down and then load another pallet inside before pushing end one down.

Unpalitize

- IV.** Consists of various cargo handlers of an airplane pallet of merchandise and then is omitted and begun to separate merchandise by their airway bill number and put onto wooden pallets. Merchandise is then ultimately given to the proper company.

Palitizers

- V.** Consist of various cargo handlers forming a pallet for an airplane to the specs of the airplane using a contour or frame to measure the pallet and after pallet is formed, a net is thrown over and buckled to the pallet and tightened with rope supplied at each of the four ends. After this process each pallet is weighed up and tagged with its weight, pallet number, destination, and position number.

GUIDELINES FOR SECURITY GUARDS.-
(Dated on August 1st, 1997)

1.- The Security Guard who accompanies the aircraft, or is on duty in the warehouse is responsible for the custody of the airplanes, the warehouse and the following procedures:

- a) Guarantee the communication between the warehouse and the plane.
- b) Authorize the opening of the plane (after making sure everything is cleared with customs and the head of the group which is going to work on the plane).
- c) In case Fine Air provides personnel and equipment to facilitate the job, communicate with and obtain authorization from the chief of Operations, chief of Security or General Manager before beginning the operation.
- d) Coordinate and supervise that only the employee of Aeromar have access to the plane or warehouse.
- e) Coordinate the custody of the cargo from the ramp to the warehouse.

2.- Submit the reports whether established by Security or by the Dept. of Operations clearly stating the date, names and signatures and then turned into the Dept. of Human Resources.

3.- Control the checking of the crew, passengers, luggage and documentation and guarantee that everything is within the norms established and if not hold the operation until all irregular situations have been solutioned.

Following these instructions is mandatory. Employees not complying with these procedures are subjected to penalties or suspensions of the regular duties.


HUMAN RESOURCES DEPARTMENT



AEROMAR AIRLINES

MEMORANDUM

PARA: TODOS LOS GUARDIAS DE SEGURIDAD

DE: Carlos Garrido 
Human Resources Department

ASUNTO: Responsabilidad de la Seguridad en las Operaciones

FECHA: Agosto 1ro. de 1997

Por este medio se le comunica a todos los Guardias de Seguridad, que es **MANDATORIO** cumplir con los siguientes puntos:

1.- El guardia de Seguridad que acompaña el avion, o el guardia en servicio que este en el Almacen son responsables de **LA CUSTODIA DEL AVION, EL ALMACEN, Y LOS SIGUIENTES PROCEDIMIENTOS:**

- a) **GARANTIZAR LA COMUNICACION** entre el Almacen y el Avion.
- b) **AUTORIZAR** abrir el avion, (Despues de asegurarse que esta clareado por la Aduana y hecha la coordinacion con el jefe de grupo de Aeromar que va a trabajar en el avion)
- c) En el caso que Fine Air suministre personal y equipos para facilitar el trabajo, comunicar y obtener la **AUTORIZACION ANTES DE EMPEZAR LA OPERACION**, del Jefe de la Seguridad, Carlos Garrido, o del Jefe de Operaciones, Raymundo Polanco, o del Gerente General, Jaime Polanco.
- d) **COORDINAR Y SUPERVISAR** que **SOLAMENTE** los empleados de Aeromar, tengan acceso al avion o a nuestro almacen.
- e) **COORDINAR LA CUSTODIA** de la carga en el trayecto de la rampa al almacen.

2.- La **CONFECCION** de los reportes establecidos tanto por la Seguridad como por el Dpto. de Operaciones, señalando claramente la fecha, nombre y firmando los mismos al ser entregados en el Dpto. de Recursos Humanos.

3.- **CONTROLAR** mediante los chequeos establecidos a la tripulacion, pasajeros, equipaje y documentacion, para que cumplan con las normas establecidas. De no ser asi, **DETENER LA OPERACION**, hasta solucionar cualquier situacion irregular.

El cumplimiento de estas instrucciones es **OBLIGATORIO** y estaran sujeto a sanciones o cancelacion de sus funciones al personal que no las cumpla.

DPTO. DE RECURSOS HUMANOS Y SEGURIDAD.

CC/ Jaime Polanco, Gerente General
Juan Kennedy, Jefe de Operaciones



AEROMAR AIRLINES

SECURITY GUARDS · SECURITY DEPARTMENT GUIDELINES FOR TRAINING

CONTENTS:

- 1) Security Personnel**
 - a) Licenses and identifications
 - b) Uniforms and accessories
 - c) Training
 - d) Responsibilities
 - e) Background

- 2) Equipment**
 - a) Communication
 - b) Monitoring

- 3) Hours**

- 4) Security areas under control**
 - a) Work areas
 - b) Restricted Areas
 - c) Outside areas under Security Guard custody
 - d) Aircraft

- 5) Personnel under Security**
 - a) Administrative Offices
 - b) Warehouse
 - c) Visitors
 - d) Crew
 - e) Passengers
 - f) Authorities

- 6) Forms for Security Control**
 - a) Installations (Form S-001)
 - b) Personnel (Form S-003A, S-004, S-005, S-006)
 - c) Aircraft (Form S-002, S-003)
 - d) Incident or eventualities (Form S-007)
 - e) Perishables

7) Transit Merchandise

- a) General Cargo
- b) Perishables
- c) Live Animals
- d) Attendant

8) Flight Documentation

- a) Briefcase
- b) COMAT
- c) immigration Forms (Customs)

9) Custody of Documents, Actives and Valuables

- a) Negotiable instruments
- b) Equipment
- c) Merchandise
- d) Confidential Documents
- e) Confidential Information
- f) Monitoring tape.
- g) Access to computer system
- h) Access to the P.C.
- i) Access to the communication
 - Equipment
 - Installations

10) General



AEROMAR AIRLINES

SECURITY REPORT WAREHOUSE REPORTE DE SEGURIDAD ALMACEN

Form-Forma S-001

Daily Report-Reporte Diario

Date-Fecha: _____

Made by-Hecho por: _____

Schedule-Horario: From-De _____ **To-Hasta** _____

No.	SUBJECT-ASUNTO	AREA	TIME-HORA

Passenger Documents-Documentos de Pasajeros:			
Passenger Baggage-Equipaje de Pasajeros:			

COMMENTS - COMENTARIOS



AEROMAR AIRLINES

FLIGHT REPORT - REPORTE DE VUELO

Report-Reporte No. S-002

Made by-Hecho por: _____ Date-Fecha: _____

Date of flight-Fecha del vuelo:	CREW MEMBERS-TRIPULACION
Aircraft-Aeronave:	Captain-Capitan:
Route-Ruta:	F/O:
Flight Number-No. de Vuelo:	F/E:
	Passengers-Pasajeros:

DESCRIPTION-DESCRIPCION	MIA	POP	SDQ
Departure-Salida:			
Engine Start up-Ensendido de Motores:			
Push Back-Retroceso:			
Taxi-Manejo:			
Take off-Despegue:			
Landing-Aterrizaje:			
Taxi-Manejo:			
Parking of Aircraft-Parqueo del avion:			
Turn off engine-Apague de los motores:			

Total Block Time-Total De Horas: _____

Comments-Comentarios:

wp/flightre



AEROMAR AIRLINES

SECURITY CONTROL - LISTA DE CONTROL DE LA SEGURIDAD

Report-Reporte S-003

Departure-Hora de Salida: _____

Flight-Vuelo: _____

Made by-Hecho por: _____

Date-Fecha: _____

INSPECTION BY AREA-INSPECCION POR AREAS	MIA	POP	SDQ
CABIN AREA-SECCION DE CABINA:			
Under the Captain's seat-Debajo del asiento del Capitan:			
Under the Co-Pilot's seat-Debajo del asiento del Co-Piloto:			
Under the Engineer's seat-Debajo del asiento del Ingeniero:			
Coat Compartment-Compartimiento de chalecos:			
Fuse Compartment-Compartimiento de fusibles:			
Baggage Compartment-Compartimiento de Equipajes:			
CARGO AREA-SECCION DE CARGA:			
Cone Compartment-Compartimiento cono de la cola:			
BELLY SECTION-SECCION DEL BELLY:			
Front of Belly-Bodega delantera:			
Center of Belly-Bodega del centro:			
Rear of Belly-Bodega trasera:			
CONE SECTION-SECCION DE COLA CONO:			
Fuses-Fusilajes:			
Cable Compartment-Compartimiento de cables:			
HYDROLIC EQUIPMENT- EQUIPO HYDRAULICO:			
Front Landing Gear-Tren delantero:			
Rear Landing Gear-Tren trasero:			
PERSONNEL-PERSONAL:			
Passengers-Pasajeros:			

2460 N.W. 66th Avenue, Bldg. 701 • Miami Int'l Airport • Miami, Florida 33122

Mailing Address: P.O. Box 660475 • Miami Springs, Florida 33266-0475

Phone: (305) 871-1101 • Fax: (305) 871-1110 / (305) 871-6446



AEROMAR AIRLINES

SECURITY CONTROL-LISTA DE CONTROL DE SEGURIDAD

Report-Reporte S-003 A
Flight-Vuelo: _____
Date-Fecha: _____

Departure-Salida: _____
Made by-Hecho por: _____

PUERTO PLATA

COMMENTS-COMENTARIOS

Arrival-Llegada:	
Start of Unload-Comienzo de la Descarga:	
End of Unload-Terminacion de la Descarga:	
Start of Loading-Comienzo de Carga:	
End of Loading-Terminacion de Carga:	
Departure-Salida:	
Delay-Retrazo:	

SANTO DOMINGO

COMMENTS-COMENTARIOS

Arrival-Llegada:	
Start of Unload-Comienzo de la Descarga:	
End of Unload-Terminacion de la Descarga:	
Start of Loading-Comienzo de Carga:	
End of Loading-Terminacion de Carga:	
Departure-Salida:	
Delay-Retrazo:	
Arrived at Miami-Arribo a Miami:	

CARGO CONTROL-CONTROL DE CARGA MIA POP SDQ- AILA

Fallen Cargo-Caida de mercancia:			
Damages-Danos aparentes:			
Wet Cargo-Mercancia mojada:			
Tampered Cargo-Mercancia violada:			
Others-Otros:			



Memorandum

U.S. Department
of Transportation
Federal Aviation
Administration

Subject:

Date: 08/11/97

FINE AIRLINES

Reply to: Kevin Fitzpatrick

To: Keith Bradley

Special agents FITZPATRICK and LLANES interviewed Fine Airlines employee Jeffrey MELSSEEN the Flight Control Manager on August 7, 1997, between the hours of 1315 hours and 1800 hours. During the course of the interview, we discussed the origin and purpose of documents provided by Fine Airlines and Aeromar Airlines. Outlined below is the origin and purpose of the document:

1) "AEROMAR'S Crew & Aircraft Request" Form; the purpose on this form is as follows once Aeromar requests a flight, Aeromar receives from Fine Airlines the scheduled crew and aircraft for the flight. MELSSEEN stated that this information is just "set-up information", and the crew or the aircraft can change. S/A FITZPATRICK asked MELSSEEN why does this form show tail number N30UA, when tail number N27UA was the actual tail number of the flight that crashed. MELSSEEN responded that tail number N30UA was to be used, but Aeromar requested at 0830/07 hours an earlier departure. Fine Airlines had a different aircraft available to handle the earlier departure. MELSSEEN stated that Aeromar had moved the departure of the flight up, because of the urgency of the shipment, and could not wait for N30UA to be available. MELSSEEN also stated on to say that N30UA was an inbound flight and could not be used, it was not on a mechanical hold. N30UA was set-up for a flight to Jamaica, later that day.

S/A FITZPATRICK asked MELSSEEN why Fine Airlines does not have the Crew & Aircraft Request form showing the correct tail number and crew members, MELSSEEN informed S/A FITZPATRICK, that this form is a in-house Aeromar form and Fine Airlines does not need it, that is why they do not have an copy. HE also stated that Aeromar was most likely lazy and did not re-do the form, which need not affect Fine Airlines.

The next two forms that S/A FITZPATRICK discussed with MELSSEEN was the two versions of the "Pallet Weight", version 1) showed a "total weight of 88, 923 lbs , Tail number N30UA

version 2) shows a "total weight of 87,923 lbs and tail number N27UA. MELSSEEN informed S/A FITZPATRICK that version 1) was the weight before the switch of the aircraft. Once Aeromar changed the departure of the aircraft, Fine Airlines had to use N27UA, and the landing weight of N27UA is lower than N30UA. MELSSEEN said that Fine Airlines informed Aeromar to remove 1000 lbs from the cargo. Aeromar changed the weight on "Pallet G" from 6950 lbs to 5950 lbs, which now reflect a total weight of 87,823 lbs. MELSSEEN also mentioned that the flight number is also incorrect on the form, it should be FBF101/07.

S/A FITZPATRICK also received from MELSSEEN the following items:

- A) Aircraft Wet Lease Agreement dated 1 May 1997
- B) Fine Airlines Aircraft usage schedule for August 4- 8
- C) Fine Airlines DC-8 Fleet Form
- D) Fine Airlines Weight Distribution Form Fax to Aeromar and ground handler for pallet location on the aircraft.
- E) Fine Airlines Load Sheet.

**A. G. McGaw
P. O. Box 30469
Seven Mile Beach Post Office
Grand Cayman, B. W. I.**

Telephone: [REDACTED]
Or:
Or: C/O
Facsimile:
E-Mail: [REDACTED]

Date: August 9, 1997

Facsimile Cover Letter

To: Firm: National Safety Board

Address: Miami, Florida

U.S.A.

Business Telephone: [REDACTED]

Facsimile Number: 305-597-4614

Number of Pages (including this Page): 3

Remarks: Re: Pine Air - DC 9 - Accident on August 7, 1997

I sent you a hand - written fax on August 7, 1997 to say that I had witnessed the entire above mentioned accident - from beginning to the end - and that I thought my account of it could assist you with your investigation into the cause of the accident. Late that night, Mr. Cortley Smith, at extension 11, left a message for me, saying that he had received my fax and he would greatly appreciate it if I would fax a report to you. As I was travelling to Tampa on a business related matter, this is the first opportunity I have had to send you the requested report.

I must first say that I am a Canadian and I have been involved in banking for most of my life. I am a very exact, precise person who carefully notices details. Just prior to the accident, I was sitting sideways in a min - van (meaning the seats are on the side of the van facing to the opposite side of the van - I was on the right side of the van, only one seat from the rear) being transported to American Eagle Flight 5877. There was a large glass window at the back of the van and as I was sitting so close to the rear, it allowed me a frightening full view of everything that happened. A young lady who was sitting beside me (it was a full van and so we were shoulder to shoulder) suddenly gasped. I instantly focused my eyes on the airplane and saw why she gasped. The

From: A. G. MCGAW

02 889 845 1874

P82

2

white DC 8 was climbing at an extremely steep angle, increasing that angle until it was almost vertical. We both knew that a large aircraft like that could not possibly go up at that angle and still maintain the required lift. Then, within seconds - and this is the most important part of my report - the far right hand engine suddenly burst into a huge ball of fire. Within seconds from that ball of fire appearing from that one engine, the airplane levelled off, and then just sank straight down, like a rock. Upon impact - and not before - the whole airplane exploded and you know the results after that.

Undoubtedly, you are interested in only the facts, rather than opinions. The facts are written above, but I will add my theory, for your consideration.

The fact that the pilot allowed the airplane to go to such a steep angle indicates to me that there was a severe loss of power to the airplane, due to, I would say, two engines failing. I say two, rather than only one - but you are the experts - as I would think that the loss of only one engine - the one that eventually burst into flames - would not be sufficient to force the pilot to go that far towards the impossible vertical position. A clue for you to consider, though, is that as the airplane approached the nearly vertical angle, prior to the ball of fire, the airplane was still climbing - even at that steep angle. Could it do so, with the load that it had, with only two engines, or would it need three engines to keep climbing at that angle? I think that you should do that calculation, so that you can determine the extent of the mechanical problems that the airplane had. Once the ball of fire occurred in the one engine - and I stress that it was a ball of fire, rather than just a small fire or smoke - the airplane levelled off and then sank like a stone, thereby indicating, to me, that all four engines lost power, at that point, because the ball of fire around the one engine cut off all fuel lines, or electrical, or whatever, to all other functioning engines. The fact that it sank like a rock substantiates this and you would know from the limited damage created on the ground, that this is what happened.

There is absolutely no question that this accident was caused by mechanical problems. It is my strong view that you should immediately advise the families of the four people who were on the airplane and who died in this crash, of the contents of my report. The pilot's family, in particular, needs to know quickly that this was not pilot error. Also, the people who loaded that airplane need to know quickly, as the press is suggesting a shifting load, and many other speculative things that may make those persons who loaded the airplane to wonder and worry about whether they made any mistake that caused the crash. If "red tape" does not allow you to say anything, "officially", to these people about my report, please at least call them, "unofficially", from a humane aspect.

I do not think that anyone else in the van, other than the girl who sat beside me, saw the whole sequence of events - the two of us happened to be sitting in a position where we could see everything so clearly, right before us. The girl could not even let her boyfriend / husband who was standing in front of her know about it, until a good way through the event, as it happened so fast and both of us were simply speechless, as we could not believe that what we were seeing, was actually happening.

3

If I can be of further assistance, please do not hesitate to contact me. Please acknowledge receipt of this fax, by return fax, so that I know that the information has reached the right people who will deal with what I have said, above. I do hope that this will help you to determine the exact cause of the crash and prevent others from happening.

A handwritten signature in black ink, appearing to be 'A. G. McGaw', is written over a solid black rectangular redaction box.

Knelton

Crew Report Form

Date: 2/10/97 A/C: N300B Flight Nr(s): 111
Routing: MIA/SFO/MIA Log Page Nr.: N/A
Scheduled Departure Time: 11:00 Actual Departure Time: N/A - Trip CNX
Captain: Kolp F/O: Fantuzzi F/E: Hall

Comments: Weight and balance was re-done at crew's request. F/O found a discrepancy of approximately 1.0% (29.6 vs 30.6) in the CG when checking the tick marks on the weight and balance form. Two pallets were taken to the ramp with no weights attached to them and were sent back to the warehouse to be re-weighed so their proper location on the aircraft could be determined.

During pre-flight inspection, F/E noticed that the bear traps for position P-1 were not locked. Closer inspection revealed broken locks for same position. When pallet was removed to fix locks, it (Use back for additional room.) was noticed that fluid was leaking from

Captains Signature: _____ Response requested:

Please check appropriate box for form distribution:

Director of Ops.	Chief Pilot	Chief Eng.	Dispatch Dept.	Scheduling Dept.	Maintenance Dept.	Training Dept.	Other Specify: <u>warehouse, cargo loading</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Initials: _____

Response: _____

said pallet. Removal of the bear traps revealed cracks on the floor of the aircraft under the traps through which fluid leaking from the pallet may have seeped through. (Note: pallet #1 contained hazmat of various types.)

Further investigation by FIE Hall revealed that the hazmat on P-1 was not loaded as per instructions. Hazardous material labeled "DO NOT STACK" had corrosive material stacked on top of it. It was also found that the hazmat that was leaking was not declared on the manifest.

Also found during pre-flight inspection by the FIE were #1 main tire 15 psi low, #7 main tire 10 psi low, #1 CSD sight glass level viewed to be in caution range. Maintenance log book was signed off with an airworthiness release prior to FIE beginning pre-flight inspection.

In light of recent events it is disheartening to see such an incredible lack of effort and attention to detail from employees in positions critical to safety

Info Received from Anonymous Phone Call 10452 8/12/97

② Command Center Hits

Calla identified himself as former Fine Air F150710 who quit about 1 year ago with about 20 other pilots, for safety concerns. Pilots went to Trans Con, ATI and Emery.

Comment -

General Practice at Fine Air is to doctor paperwork on cargo load, maintenance log book, and Wt. & Bal. forms. They Pencil whip it.

On flight that crashed, they show $\pm 87,000$ lbs of cargo, but it was really $\pm 89,000$ lbs according to Lev. Stranes and U.S. Customs sources reported in today's Miami Herald and reporter Manny Garcia

Recalls flight where ATC was so heavy that you rotated at calculated speed but ATC did not lift off until $V_2 + 25$, particularly in -61 series because of initial rotation restriction of 8° .

Wide spread reckless behavior

Changing call signs to get Cuban overflight.

Rechecked hash marks on Wt & Bal (he got copy from Garcia) and found CG 37% aft of where plotted (33 instead of 30)

Plotting and tick marks on Wt & Bal done by Ft. Followa in MIA, no at
outstations done by #10. No procedure to recheck Ft. Followa numbers
~~Wt & Bal~~ Form given to crew completed down to Zero Fuel Weight. Crew
completes fuel and Runway Analysis section

taken by
JW Normyle

X-H

P.O. I received
0915 7/16/97

ATTENTION: MIA FSDO FINE AIR POI

FAA SAFETY MESSAGE

At approximately 12:30 local, Sunday July 13th, 1997 a Fine Air DC-8 departed MIA reporting an out-of-CG condition on rotation, "almost killing them" with a climb-out ANU of -1.0 degree (negative) stab setting to keep the nose down. The captain made the take-off. END OF MESSAGE

- 0736 Chuck Smith - had not received this - didn't know where from.
- 0735 Called Manager AT Control, not in, left message to return call
- " D.O., not in left message return call.
- 0915 D.O. called "what happened Sunday about noon."
- 0957 Return call, D.O., the outside fine drill message call
- 1023 called D.O. - he reported other possible causes were examined but when given specifics,
- 1034 ~~2:44~~ D.O. says nothing of this. "still looking."
- called Texas - G/K - no event recorded - will look for any fine departures that
- call to Texas.
- 1420 Andy Bungle (3) 15²⁵ 0400/0500 (AM) 593 0600L 537 1515Z 1115L
- 71 829-5436

Record ID: SO199719662		Page 1 of 3
Inspector Name Code: WMD	Inspector Type: ASI	
Activity Number: 1725	FAR: 121	NPG:
Status: C	Call-up Date:	Start Date: 7/16/97
Results: C	Closed Date: 7/21/97	
Designator: FXLA	Affiliated Designator:	OTNA:
A/C Reg #:	Locat'n/Pt of Depart: MIA	Point of Arrival:
Flight Number:	Complaint #:	Occurrence #:
Make/Model/Series:		Incident #:
Sim/Device ID:		EIR #:
Non-Cert Activity Name/Company:		Accident #:

Record ID: SO199719662 Activity: 1725		Page 2 of 3
Cert #	Name	
Airman:		
Examiner:		
Applicant:		
Rec Instr:		
Pass/Fail:	Exam Kind:	8430-13 #:
Other Information		
Tracking:	Misc:	Numeric Misc:
Local Use:	Regional Use:	National Use:

Record ID: SO199719662 Activity: 1725		Page 3 of 3
Geographic Activity: N		
Foreign: N		
Triggers:		
Originating Office Inspector:		
Related Record:		
Sub-table selections, move to desired section and press Y.		
Personnel Section		
Equipment Section		
✓ Comment Section		

TRANSMITTAL

DATE OF PRINTING : 7/21/97
PAGE : 1

Record ID: SO199719662

Comment Section

Primary Area: A Key Word: 613 Opinion: I

Comment Text:

AT 0730 THIS DATE, I WAS GIVEN A TYPED PAPER, BY MY SUPERVISOR, WHO FOUND IT ON HIS DESK. IT WAS SEND TO MR. CHUCK SMITH WITH ATTENTION MIA PSDO FINE AIR POI. NEITHER SUPERVISOR OF MR. SMITH KNEW WHERE IT CAME FROM OR ACKNOWLEDGED RECEIPT.»

» THE PAPER STATING A PROBLEM HAD OCCURED ON A FINE AIRLINES DC-8, DEPARTING MIAMI AT APPROXIMATELY 12:30 LOCAL, SUNDAY JULY 13, 1997. REPORT INDICATED "NOSE DOWM TRIM REQUIRED, AFTER TAKE-OFF, FOR A CG PROBLEM. CAPTAIN MADE THE TAKE-OFF."»

» MIAMI TOWER CALLED TO SEE IF THEY HAD ANY EVENT REPORTED TO THEM. QUALITY ASSURANCE WAS UNABLE TO LOCATE ANY REPORT HOWEVER WAS ASKED TO LOOK FOR ANY FINE AIRLINES DEPARTURE ABOUT THE REPORTED TIME. THEY WILL RESERCH AND CALL ME.»

» THE COMPANY D.O. AND MANAGER OF FLIGHT CONTROL WERE BOTH CALLED, WITH NEITHER YET AT WORK. MESSAGE LEFT FOR D.O. TO RETURN MY CALL. »

» D.O. RETURNED CALL AND I ASKED IF ANY PROBLEMS HAD BEEN REPORTED TO HIM ON THAT DATE. HE INFORMED ME OF ANOTHER SITUATION THAT I WAS ALREADY AWARE OF. WHEN PROVIDED WITH THE SAME INFORMATION I WAS GIVEN HE STATED THAT HE HAD NO INFORMATION REGARDING THIS MATTER BUT WOULD CONTINUE REVIEWING REPORTS PLUS QUESTION HIS STAFF AND WOULD DEFINATELY FIND OUT IF THIS DID INFACCT OCCUR.» HE WOULD THEN INFORM ME OF HIS FINDINGS, INVESTIGATE, TAKE CORRECTIVE ACTION» AND PROVIDE ME WITH HIS PLAN TO INSURE IT DOES NOT RECURE. HE WOULD ALSO» FIND OUT WHY HE HAD NOT RECEIVED A PILOT REPORT.»

» 1420 LOCAL: ANDY BUNGLE FROM MIAMI TOWER, QUALITY ASSURANCE REPORTS THAT» HE FOUND 3 FINE AIR DEPARTURES THAT DAY. FLT 573 AT 0600L, 557 AT 1115L AND 1575 SCHED 0100 LOCAL. WILL PURSUE BOTH FLIGHTS 557 AND 1575. PHONED MIAMI» TOWER ASKING THEM TO PULL THE TOWER TAPES TO SEE IF ANY COMMUNICATION REGARDING PITCH, TRIM OR CG WAS RECORDED.»

» 07/18/97: QUALITY ASSURANCE FROM MIAMI TOWER, REVIEWED THE TAPES OF BOTH» FLIGHTS. NOTHING UNUSAL WAS RECORDED BY EITHER FLIGHT. UNLESS FURTHER » INFORMATION IS BROUGHT TO MY ATTENTION, THIS ITEM IS CLOSED.

MEMORANDUM

October 27, 1997
C1-RLF-ED7WTS-97-015

To: David J. Ivey
NTSB Operations Group Chairman

From: R.L. Fox

Subject: Fine Air DC-8-61F Accident

Copies: D. Busch, S Lund, L Otto, File

The attached Fuel CG Comparison chart shows the fuel cg as derived from the DAC DC-8-61 Weight and Balance Manual and the fuel cg as interpreted from the Fine Air Load Sheet. It should be noted, the Fine Air Load Sheet values at high weights were not legible on the fax copy and therefore have question marks for the cg values.

The difference between the two cg's at a fuel load of 48,500 pounds results in a 3% MAC difference at the TOGW.

R.L. Fox

Boeing, DPD Weight Engineering

FINE AIR FUEL CG COMPARISON

Weight @6.7 lb/gal	WBM CG	FINE CG
0	857.8	857.8
16,000	846	875.3
18,000	846	891.1
20,000	846	900.8
24,000	846	905.3
28,000	846.6	913.5
32,000	852.6	911.6
36,000	857.7	915.6
40,000	861.9	916.8
44,000	865.7	916.9
48,000	869.1	917.8
48,500	869.6	920.1
52,000	872.4	918.6
56,000	875.6	920.7
60,000	879.0	920.5
64,000	882.3	916.6
68,000	886.0	913.1
72,000	886.3	910.0
76,000	886.2	907.3
80,000	885.9	904.8
100,000	885.3	897.0
120,000	884.9	892.8
123,000	884.2	893.6
126,000	880.2	892.1
130,000	876.8	?
135,000	872.7	?
140,000	869.0	?
145,000	865.5	?
150,000	860.3	?
155,000	855.0	?
156,733	853.6	?



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Washington Headquarters
Office of Accident Investigation

FAX COVER SHEET

to: AS-30 NTSB

attention: DAVE EVELY

phone: _____ fax number: (202) 314-6339

from: JOE MANN AAI-100

phone: [REDACTED]

total pages (excluding this cover sheet): 3

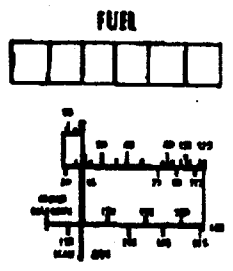
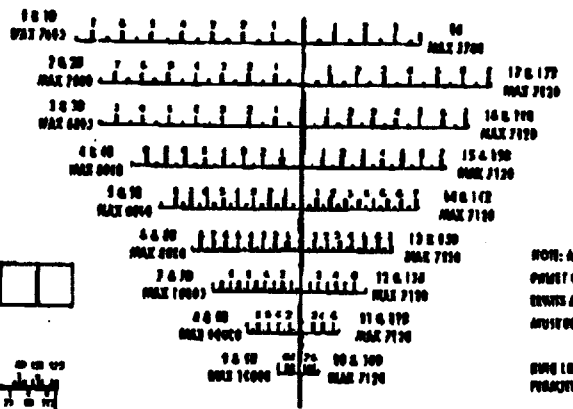
date of transmission: 10/29/97

Remarks/Delivery Instructions:

DAVE:

A COPY OF FINE AIN'S COMMENTS
LOADING SHEETS, THESE HAVE BEEN INCORPORATED
IN THEIR A/C.

This message transmitted by FAA, Office of Accident Investigation,
Washington, DC via:
Pitney Bowes 8000 FAX number: (202) 267-5043
To contact sender, call: (202) 267-3120



NOTE: ALL FUEL-BURNING AND BULK CARGO-PHANT COMBINATION PROCEDURES AND DETAILS AS SPECIFIED IN APPLICABLE MANUALS MUST BE STRICTLY FOLLOWED.

BULK LOADING ON THE A/C FLOOR IS NOT PERMITTED.

NOTE: Total load of upper and respective lower (belly) compartment must not exceed maximum allowable weight of the upper compartment.

Compartment Max. Weight

1	7600		
1 BULK	2500		
2	7600		
2 BULK	2892		
3	8000		
3 BULK	2892		
4	8800		
4 BULK	2892		
5	8800		
5 BULK	2892		
6	8800		
6 BULK	2892		
7*	8860		
7 BULK	1365	SPK	
8	10000		
9	10000		
10	10000		
11**	6620		
11 BULK	2166	PRK	
12	7120		
12 BULK	3382		
13	7120		
13 BULK	3382		
14	7120		
14 BULK	3382		
15	7120		
15 BULK	2736		
16	7120		
16 BULK	2836		
17	7120		
17 BULK	1248		
18	3700		
TOTAL CARGO LOAD			

* W/PRK RESTRICED - MAX 6000
 ** W/LAK RESTRICED - MAX 6600

Finellor		LOAD SHEET		DC-8-61's	
		CARGO CONFIGURATION 61M			
ITEM	WEIGHT	B.S.N.	MAX	REMARKS	
1	BASIC OPER. WT.				STATION:
2	EXTRA FOR CREW				FUNCI:
3	LJ SPK/MAX ADL				A/C NO.:
4	NO. OPER. WT.				PI/PART:
5	TOTAL LOAD				CAPTAIN:
6	ZERO FUEL WT.				CAPTAIN:
7	FUEL LOAD				STAB TRIM
8	L.O. GROSS WT.				
9	FUEL BURN				
10	LANDING WT.				
11	COMB. ZERO FUEL WT.				V ₁
12	COMB. 1/3 FUEL WT.				
PERFORMANCE LIMITATIONS					
13	MAX 1/3 FUEL WT. MAY BE				V ₁
14	GRD. CORR.				V ₁
15	PERF. LIMIT.				
16	WIND CORRECTION - 100				T/O max
17	WIND CORRECTION - 100				
18	WIND CORRECTION - 100				
19	WIND CORRECTION - 100				
20	WIND CORRECTION - 100				
21	MAX 1/3 FUEL WT. MAY BE				
22	WIND CORRECTION - 100				
23	WIND CORRECTION - 100				
24	WIND CORRECTION - 100				
25	WIND CORRECTION - 100				
26	WIND CORRECTION - 100				
27	WIND CORRECTION - 100				
28	WIND CORRECTION - 100				

