

MESA AIR GROUP INC
Form 424B3
April 06, 2005

Table of Contents

Filed Pursuant to Rule 424(b)(3)

Registration Statement No. 333-115312

Prospectus

Mesa Air Group, Inc.

\$171,409,000

Senior Convertible Notes due 2024

and

6,920,415 Shares of Common Stock

Issuable upon conversion thereof

The Notes

We issued up to an aggregate of \$171,409,000 Senior Convertible Notes due 2024. This prospectus covers resales by holders of the notes and shares of common stock into which the notes are convertible. We will not receive any proceeds from the resale of the notes or the underlying shares of common stock. Interest on the notes is payable semiannually in arrears in cash on February 10 and August 10 of each year at the rate of 2.115% per year on the principal amount at maturity, beginning August 10, 2004, until February 10, 2009. After that date, we will not pay cash interest on the notes prior to maturity. Instead, on February 10, 2024, the maturity date of the notes, a holder will receive \$1,000 per note. The rate of accrual of original issue discount represents a yield to maturity of 3.625% per year, computed on a semiannual bond equivalent basis and calculated from February 10, 2009. The notes are senior unsecured obligations and will rank equally with our existing and future senior unsecured and unsubordinated indebtedness. Each of our wholly-owned domestic subsidiaries, including any person that becomes a wholly-owned domestic subsidiary, guarantees the notes on an unsecured senior basis. Any non-domestic subsidiary and any non-wholly-owned domestic subsidiary will be required to guarantee the notes only so long as such subsidiary guarantees other indebtedness of ours, except MAGI Insurance, Ltd., which has agreed to guarantee the notes.

Convertibility of the Notes:

Holders may convert their notes into 40.3737 shares of our common stock, subject to adjustment, only if (1) the sale price of our common stock reaches, or the trading price of the notes falls below, specified thresholds, (2) the notes are called for redemption, or (3) specified corporate transactions have occurred. Upon conversion, we will have the right to deliver, in lieu of our common stock, cash or a combination of cash and common stock in an amount described herein. Our common stock currently trades on the Nasdaq National Market under the symbol MESA. On March 18, 2005, the last reported closing sale price of our common stock on the Nasdaq National Market was \$6.98 per share. We will apply to list the shares issuable upon conversion of the notes on the Nasdaq National Market. For a description of certain federal income tax consequences to the holders of the notes, see Certain Federal Income Tax Consequences.

Purchase of the Notes by the Company at the Option of the Holder:

Holders may require us to purchase all or a portion of their notes on February 10, 2009 at a price of \$583.40 per note plus accrued cash interest, if any, on February 10, 2014 at a price of \$698.20 per note plus accrued cash interest, if any, and on February 10, 2019 at a price of \$835.58 per note plus accrued cash interest, if any. We may choose to pay the purchase price of such notes in cash or common stock or a combination of cash and common stock. In addition, if a change of control of our company occurs, each holder may require us to purchase for cash all or a portion of such holder's notes at a price equal to the sum of the issue price plus accrued original issue discount and accrued cash interest, if any, to the date of purchase.

Redemption of the Notes at Our Option:

We may redeem for cash all or a portion of the notes at any time on or after February 10, 2009, at a price equal to the sum of the issue price plus accrued original issue discount and accrued cash interest, if any, to the redemption date.

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The notes were originally issued by us in a private placement on February 10, 2004 to the initial purchasers and were simultaneously sold by the initial purchasers in transactions exempt from registration under the Securities Act, in the United States to persons reasonably believed to be qualified institutional buyers as defined in Rule 144A under the Securities Act.

Prior to this offering, the notes have been eligible for trading on the PORTAL Market of the Nasdaq Stock Market. The notes sold by means of this prospectus are not expected to remain eligible for trading on the PORTAL Market. We do not intend to list the notes for trading on any national securities exchange or on the Nasdaq National Market.

The selling securityholders may offer the notes or the shares of common stock issuable upon conversion of the notes from time to time to purchasers directly or through underwriters, dealers or agents. Such notes or the underlying common shares may be sold at market prices prevailing at the time of sale or at negotiated prices. Each selling securityholder will be responsible for payment of any and all commissions to brokers, which will be negotiated on an individual basis.

We will pay the expenses of preparing and filing the registration statement to which this prospectus relates and all post-effective amendments. See [Plan of Distribution](#) for a description of the indemnification arrangements between us and the selling securityholders.

Consider carefully the risk factors beginning on page 6 of this prospectus before investing.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Neither the fact that a registration statement or an application for a license has been filed under Chapter 421-B of the New Hampshire Revised Statutes Annotated, 1955, as amended (RSA) with the state of New Hampshire nor the fact that a security is effectively registered or a person is licensed in the state of New Hampshire constitutes a finding by the secretary of state that any document filed under RSA 421-B is true, complete and not misleading. Neither any such fact nor the fact that an exemption or exception is available for a security or a transaction means that the secretary of state has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, security or transaction. It is unlawful to make, or cause to be made, to any prospective purchaser, customer or client any representation inconsistent with the provisions of this paragraph.

The date of this prospectus is March 31, 2005.

TABLE OF CONTENTS

	<u>Page</u>
<u>Where You Can Find More Information</u>	i
<u>Incorporation of Certain Information by Reference</u>	i
<u>Special Note Regarding Forward-Looking Statements</u>	ii
<u>Prospectus Summary</u>	1
<u>Risk Factors</u>	7
<u>Ratio of Earnings to Fixed Charges</u>	18
<u>Use of Proceeds</u>	19
<u>Description of the Notes</u>	20
<u>Description of Capital Stock</u>	36
<u>Material United States Federal Income Tax Considerations</u>	38
<u>Selling Securityholders</u>	44
<u>Plan of Distribution</u>	47
<u>Legal Matters</u>	48
<u>Experts</u>	48

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934, as amended. You may read and copy this information at the following location of the SEC:

Public Reference Room
450 Fifth Street, N.W.

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Room 1024
Washington, D.C. 20549
1-800-SEC-0330

You may also obtain copies of this information by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, DC 20549, at prescribed rates.

The SEC also maintains an Internet web site that contains reports, proxy statements and other information about issuers that file electronically with the SEC. The address of that site is www.sec.gov.

This prospectus is a part of a registration statement on Form S-3 that we are filing with the SEC, but the registration statement includes additional information and also attaches exhibits that are referenced in this prospectus.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

We are incorporating by reference into this prospectus certain information we file with the SEC, which means that we are disclosing important information to you by referring you to those documents. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained directly in this prospectus. This prospectus incorporates by reference our:

our annual report on Form 10-K for the fiscal year ended September 30, 2004;

our proxy statement relating to our 2005 annual meeting of shareholders;

our quarterly report on Form 10-Q for the quarter ended December 31, 2004;

our current report on Form 8-K filed with the SEC on January 28, 2005; and

i

Table of Contents

the description of our common stock set forth in our Registration Statement on Form 8-A filed on March 16, 1987, including any amendments or reports filed for the purpose of updating such description.

All documents we file with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 from the date of this prospectus to the end of the offering of the notes and common stock under this document shall also be deemed to be incorporated herein by reference and will automatically update information in this prospectus.

You may request a copy of these filings, at no cost, by writing or calling us at the following address or telephone number:

Corporate Secretary
Mesa Air Group, Inc.
410 North 44th Street, Suite 700
Phoenix, Arizona 85008
(602) 685-4000

Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference in this document.

Any statements contained in a document incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus (or in any other subsequently filed document which also is incorporated by reference in this prospectus) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part of this prospectus except as so modified or superseded.

Important Notice About the Information Presented In This Prospectus

You should rely only on the information provided in this prospectus and the information incorporated by reference. We have not authorized anyone to provide you with different information. The selling securityholders are not offering to sell, or seeking offers to buy, the notes or underlying shares in any state where offers or sales are not permitted. We do not claim the accuracy of the information in this prospectus as of any date other than the date stated on the cover.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents we incorporate by reference contain certain forward-looking statements that involve a number of risks and uncertainties. These statements include, without limitation, information regarding the replacement, deployment, acquisition and financing of certain numbers and types of aircraft, and projected expenses associated therewith; costs of compliance with Federal Aviation Administration regulations and other rules and acts of Congress; the ability to pass taxes, fuel costs, inflation, and various expenses to our customers; the resolution of litigation in a favorable manner; and certain projected financial obligations. These statements, in addition to statements made in conjunction with the words expect, anticipate, intend, plan, believe, seek, estimate, and similar expressions, are forward-looking statements within the meaning of the Safe Harbor provision of Section 27A of the Securities Act and Section 21E of the Exchange Act. These statements relate to future events or our future financial performance and only reflect management's expectations and estimates. The following is a list of factors, among others, that could cause actual results to differ materially from the forward-looking statements:

changing business conditions in certain market segments and industries;

changes in our code-share relationships;

the inability of our code-share partners to pay their respective obligations under the revenue-guarantee code-share agreements;

Table of Contents

the inability of United Airlines and US Airways to successfully restructure and emerge from bankruptcy;

the ability of our other code-share partners to avoid bankruptcy;

an increase in competition along the routes we operate or plan to operate;

material delays in completion by the manufacturer of the ordered and yet-to-be delivered aircraft;

our ability to profitably manage our turboprop fleet;

adverse reaction and publicity that might result from any future aircraft accident;

availability and cost of funds for financing new aircraft;

changes in general and/or regional economic conditions;

changes in fuel price or fuel supplies;

our relationship with employees and the terms of future collective bargaining agreements;

the impact of current and future laws;

additional terrorist attacks;

Congressional investigations and governmental regulations affecting the airline industry and our operations;

bureaucratic delays;

amendments to existing legislation;

consumer unwillingness to incur greater costs for flights;

unfavorable resolution of negotiations with municipalities for the leasing of facilities; and

risks associated with litigation outcomes.

We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this prospectus to conform them to actual results. We do not, nor does any other person, assume responsibility for the accuracy and completeness of those statements. All of the forward-looking statements are qualified in their entirety by reference to the factors discussed under the caption Risk Factors.

We caution the reader that these risk factors may not be exhaustive. We operate in a continually changing business environment, and new risk factors emerge from time to time. Management cannot predict such new risk factors, nor can it assess the impact, if any, of such new risk factors on our businesses or the extent to which any factor or combination of factors, may cause actual results to differ materially from those projected in any forward-looking statements. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this prospectus and the documents we incorporate by reference might not occur.

For these statements, we claim the protection of the safe harbor for forward-looking statements contained in Section 21E of the Securities Act.

You should carefully read this prospectus and the documents incorporated by reference in their entirety. They contain information that you should consider when making your investment decision.

Table of Contents

PROSPECTUS SUMMARY

This summary highlights selected information from this prospectus and does not contain all of the information that you need to consider in making your investment decision. You should read the entire prospectus, including the risks of investing discussed under Risk Factors beginning on page 7 and the following summary together with the more detailed information regarding our company, the notes, our financial statements and the notes to those statements and the other documents incorporated by reference in this prospectus, and the exhibits to the registration statement of which this prospectus is a part.

References in this prospectus to Mesa Air, the Company, we, us, and our, refer to Mesa Air Group, Inc. and its subsidiaries, unless otherwise specified.

Mesa Air Group, Inc.

Mesa Air Group, Inc., together with its subsidiaries, is an independently owned regional airline serving 177 cities in 41 states, the District of Columbia, Canada, Mexico and the Bahamas. At December 31, 2004, we operated a fleet of 181 aircraft and had over 1,000 daily departures.

Approximately 99% of our consolidated passenger revenues for the fiscal year ended September 30, 2004 and the three months ended December 31, 2004, were derived from operations associated with code-share agreements. Our subsidiaries have code-share agreements with America West Airlines, Inc., Frontier Airlines, Inc., Midwest Airlines, Inc., United Airlines, Inc. and US Airways, Inc. These code-share agreements allow use of the code-share partner's reservation system and flight designator code to identify flights and fares in computer reservation systems, permit use of logos, service marks, aircraft paint schemes and uniforms similar to the code-share partners and provide coordinated schedules and joint advertising. The financial arrangement between us and our code-share partners involves either a revenue-guarantee or pro-rate arrangement. Under the terms of our revenue-guarantee flying agreements, we receive a guaranteed payment based upon a fixed minimum monthly amount plus additional amounts related to departures and block hours flown in addition to direct reimbursement for expenses such as fuel, landing fees and insurance. Revenue-guarantee arrangements reduce our exposure to fluctuations in passenger traffic and fare levels, as well as fuel prices. Under the terms of our pro-rate agreements, we receive an allocated portion of the passengers' fares and are at risk for all of the costs of transporting the passengers. For the 2004 fiscal year and the three months ended December 31, 2004, 93% and 92% of our consolidated passenger revenues, respectively, were derived from our revenue-guarantee code-share agreements.

Our airline operations are conducted by three wholly-owned regional airline subsidiaries:

Mesa Airlines, Inc. operates regional jet and turbo prop aircraft as America West Express under a code-share agreement with America West, primarily at America West's operations hub located in Phoenix; as US Airways Express under a code-share agreement with US Airways, primarily at US Airways' hubs on the East Coast; and as United Express under a code-share agreement with United Airlines, primarily in Denver, Chicago and Los Angeles.

Air Midwest, Inc. operates Beechcraft 1900D 19-seat turbo prop aircraft as US Airways Express under separate code-share agreements with US Airways, at certain US Airways' hubs on the East Coast as well as in Kansas City and as America West Express in Phoenix. Air Midwest's flights in Kansas City code-share with both Midwest Airlines and US Airways. Air Midwest also operates as Mesa Airlines in Albuquerque, New Mexico and in select Essential Air Service markets. The Albuquerque flights and certain Essential Air Service markets are Independent Operations and are not subject to a code-sharing agreement with a major carrier.

Freedom Airlines, Inc. operates CRJ-900 aircraft as America West Express pursuant to our code-share agreement at America West. Freedom Airlines began revenue flight operations in October 2002.

Table of Contents

In addition to carrying passengers, we carry freight and express packages on our passenger flights and have interline small cargo freight agreements with many other carriers. We also have contracts with the U.S. Postal Service for carriage of mail to the cities we serve and occasionally operate charter flights when our aircraft are not otherwise used for scheduled service.

We were incorporated in Nevada in 1996, and our principal executive offices are located at 410 North 44th Street, Suite 700, Phoenix, Arizona 85008. Our telephone number is (602) 685-4000. Our website address is www.mesa-air.com. Information on our website does not constitute part of this prospectus.

The Notes

Notes	\$171,409,000 aggregate principal amount at maturity of Senior Convertible Notes due 2024. Each note was issued at a price of \$583.40 per note and has a principal amount at maturity of \$1,000.
Maturity	February 10, 2024.
Cash interest	2.115% per year on the principal amount at maturity, payable semiannually in arrears in cash on February 10 and August 10 of each year, beginning August 10, 2004, until February 10, 2009. This cash interest will be taxable to holders as part of the original issue discount for United States federal income tax purposes and accordingly, is taxed to a holder as it accrues regardless of the holder's method of tax accounting. However, a holder will not recognize any income upon the actual payment of such cash interest. See Certain United States Federal Income Tax Considerations.
Yield-to-maturity of notes	3.625% per year, computed on a semiannual bond equivalent basis and calculated from February 10, 2009.
Original issue discount	We offered our notes at an issue price significantly below the principal amount at maturity of the notes. As a result, the notes will be treated as issued with original issue discount, which will accrue daily at a rate of 3.625% per year calculated on a semiannual bond equivalent basis using a 360-day year comprised of twelve 30-day months. For United States federal income tax purposes, U.S. holders will be required to include original issue discount in their gross income as it accrues regardless of their method of tax accounting. See Certain United States Federal Income Tax Considerations.
Conversion rights	For each note surrendered for conversion, if the conditions for conversion are satisfied, a holder will receive 40.3737 shares of our common stock at an initial conversion rate of 40.3737 shares, subject to adjustment. In lieu of delivering shares of our common stock upon conversion of all or any portion of our notes, we may elect to pay holders surrendering notes cash or a combination of cash and shares of our common stock for the notes surrendered. If we elect to pay holders cash for their notes, the payment will be based on the average sale price of our common stock for the five consecutive trading days immediately following either: the date of our notice of our election to deliver cash, which we must give within two business days after receiving a conversion

Table of Contents

notice, unless we have earlier given notice of redemption as described in this prospectus; or

the conversion date, if we have given notice of redemption specifying that we intend to deliver cash upon conversion thereafter.

The conversion rate may be adjusted for certain reasons, but will not be adjusted for accrued original issue discount, cash interest or interest payable upon the occurrence of a tax event. Upon conversion, a holder will not receive any cash payment representing accrued original issue discount or any accrued cash interest. Instead, accrued original issue discount or accrued cash interest will be deemed paid by the shares of common stock received by the holder on conversion.

Holders may surrender notes for conversion into shares of our common stock beginning in any fiscal quarter commencing after March 31, 2004, if, as of the last day of the preceding fiscal quarter, the closing sale price of our common stock for at least 20 trading days in a period of 30 consecutive trading days ending on the last trading day of such preceding fiscal quarter is more than 110% of the accreted conversion price per share of common stock on the last day of such preceding fiscal quarter. If the foregoing condition is satisfied, then the notes will be convertible at any time at the option of the holder, through maturity. The accreted conversion price per share as of any day will equal the issue price of a note plus accrued original issue discount to that day, divided by the conversion rate, subject to any adjustments to the conversion rate through that day. The conversion rate is calculated by dividing the original issue price by \$14.45.

On or before February 10, 2019, a holder also may convert its notes into shares of our common stock at any time after a 10 consecutive trading-day period in which the average of the trading prices for the notes for that 10 trading-day period was less than 103% of the average conversion value for the notes during that period. Conversion value is equal to the product of the closing sale price for our shares of common stock on a given day multiplied by the then current conversion rate.

Notes or portions of notes in integral multiples of \$1,000 principal amount at maturity called for redemption may be surrendered for conversion until the close of business on the second business day prior to the redemption date. In addition, if we make a distribution to our stockholders with a per share value of more than 15% of the sale price of our common stock on the date immediately preceding the declaration of such distribution, or if we are a party to certain consolidations, mergers or binding share exchanges, in addition to any adjustment to the conversion rate as a result of a distribution, consolidation, merger or exchange, notes may be surrendered for conversion, as provided in

Description of the Notes Conversion Rights. The ability to surrender notes for conversion will expire at the close of business on February 10, 2024.

Table of Contents

Ranking

The notes are senior unsecured obligations and rank equal in right of payment to all of our other unsecured and unsubordinated indebtedness. The notes are effectively subordinated to our secured indebtedness to the extent of the security.

As of December 31, 2004, we had \$814.6 million of senior indebtedness outstanding, which consisted of \$362.1 million of notes payable related to 16 of our CRJ-700 and CRJ-900 aircraft, \$130.2 million of notes payable on interim financing of regional jets, \$92.7 million of notes payable related to our fleet of Beechcraft 1900D turboprop aircraft, \$100.1 million related to the issuance of our senior convertible notes due 2023, \$100.0 million related to the issuance of our senior convertible notes due 2024, \$25.3 million related to two CRJ-200 aircraft, \$3.0 million related to the settlement of past contractual claims of an aircraft manufacturer, \$1.0 million related to a mortgage note payable on one of our real estate properties and other miscellaneous debt totaling \$0.2 million. We also had \$9.5 million in letters of credit outstanding at December 31, 2004.

In addition, we have a financial arrangement with Logistechs, Inc., a wholly-owned subsidiary of GE Capital Aviation Services. Under this agreement with Logistechs, Logistechs originally paid us \$15 million in cash and a \$6 million promissory note, and we transferred to Logistechs \$21 million of our rotatable spare parts for our CRJ 200 aircraft. Over the next ten years Logistechs is required to perform maintenance on the spare parts in exchange for a monthly fee based on a rate per flight hour. Our \$21 million financing liability to Logistechs, which we record in Other Noncurrent Liabilities, is reduced through monthly principal reduction payments that are included in the monthly fees.

Guarantees

Each of our existing wholly-owned domestic subsidiaries will be guarantors of the notes and all future wholly-owned domestic subsidiaries will be required to guarantee the notes on a senior unsecured basis. Each of our non-domestic subsidiaries and non-wholly-owned domestic subsidiaries will be required to guarantee the notes only so long as such subsidiary guarantees other indebtedness of ours, except MAGI Insurance, Ltd., which will guarantee the notes. Each guarantee by a guarantor will be equal in right of payment to all existing and future unsecured and unsubordinated indebtedness of such guarantor. The guarantees are effectively subordinated to the secured indebtedness of the guarantors to the extent of the security.

As of December 31, 2004, the guarantors had an aggregate of \$611.3 million of senior secured indebtedness outstanding, which primarily consisted of \$362.1 million of notes payable related to 16 of our CRJ-700 and CRJ-900 aircraft, \$130.2 million of notes payable on interim financing of regional jets, \$92.7 million of notes payable related to our fleet of Beechcraft 1900D turboprop aircraft, \$25.3 million in notes payable related to two CRJ-200 aircraft and \$1.0 million related to a mortgage note payable on one of our real estate properties. We also had \$9.5 million in letters of credit outstanding at December 31, 2004.

Table of Contents

In addition, we have a financial arrangement with Logistechs, Inc., a wholly-owned subsidiary of GE Capital Aviation Services. Under the agreement with Logistechs, Logistechs originally paid us \$15 million in cash and a \$6 million promissory note, and we transferred to Logistechs \$21 million of our rotatable spare parts for our CRJ 200 aircraft. Over the next ten years Logistechs is required to perform maintenance on the spare parts in exchange for a monthly fee based on a rate per flight hour. Our \$21 million financing liability to Logistechs, which we record in Other Noncurrent Liabilities, is reduced through monthly principal reduction payments that are included in the monthly fees.

Sinking fund	None
Redemption of notes at our option	We may redeem for cash all or a portion of the notes at any time on or after February 10, 2009, at redemption prices equal to the sum of the issue price plus accrued original issue discount and accrued cash interest, if any, to the applicable redemption date. See Description of the Notes Redemption of Notes at Our Option.
Purchase of the notes by Mesa Air	<p>Holders may require us to purchase all or a portion of their notes at the option of the Holder on each of the following dates at the following prices, plus accrued cash interest, if any, to the purchase date:</p> <ul style="list-style-type: none"> on February 10, 2009 at a price of \$583.40 per note; on February 10, 2014 at a price of \$698.20 per note; and on February 10, 2019 at a price of \$835.58 per note. <p>We may pay the purchase price in cash or shares of our common stock or in a combination of cash and shares of our common stock. If we elect to pay the purchase price, in whole or in part, in shares of our common stock, the number of shares we deliver will be equal to the portion of the purchase price to be paid in common stock divided by the market price of a share of common stock.</p>
Change of control	Upon a change of control of Mesa Air, the holders may require us to purchase for cash all or a portion of their notes at a price equal to the sum of the issue price plus accrued original issue discount and accrued cash interest, if any, to the date of purchase.
Optional conversion to semiannual coupon notes upon tax event	From and after the occurrence of a tax event, as described hereinafter, at our option, interest in lieu of future accrued original issue discount or cash interest will accrue on each note from the option exercise date at 3.625% per year, calculated on a semiannual bond equivalent basis, on the restated principal amount and will be payable semiannually. Any such interest in lieu of original issue discount or cash interest will be computed in the same manner and payable at the same time as the cash interest and will accrue from the most recent date to which cash interest, if payable, has been paid or provided for or, if no cash interest is payable or has been paid or provided for, the option exercise date. In such event, the redemption price, purchase price and change of control purchase

Table of Contents

price will be adjusted, as described herein. However, there will be no change in the holder's conversion rights. See Description of the Notes Optional Conversion to Semiannual Coupon Notes upon Tax Event.

DTC eligibility

The notes were issued in fully registered book-entry form and are represented by one or more permanent global notes without coupons. Global notes have been deposited with a custodian for and registered in the name of a nominee of The Depository Trust Company in New York, New York. Beneficial interests in global notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its direct and indirect participants, and your interest in any global note may not be exchanged for certificated notes, except in limited circumstances described herein. See Description of the Notes Book-Entry System.

Trading

We do not intend to list the notes on any national securities exchange. However, the notes have been eligible for trading in PORTAL. The notes will be new securities for which there is currently no public market.

Table of Contents

RISK FACTORS

In addition to the other information contained in this prospectus and in the documents incorporated herein by reference, including our consolidated financial statements and the related notes, you should carefully consider the following factors. If any of the following risks actually occurs, our business could be harmed.

Risks Related to the Offering of the Notes

We have a significant amount of fixed obligations that could impair our ability to make principal and interest payments on our debt obligations, including the notes, and lease payments on our lease obligations.

We have, and will continue to have, a significant amount of fixed obligations. Due to our high fixed costs, including aircraft lease obligations and debt service, a decrease in revenues results in a disproportional greater percentage decrease in earnings. As of December 31, 2004, we had approximately \$2.0 billion of future lease obligations payable over the next 16 years and we had approximately \$814.6 million of indebtedness outstanding (including current maturities and short term debt), comprised of \$362.1 million in notes payable related to 16 of our CRJ-700 and CRJ-900 aircraft, \$130.2 million of notes payable on interim financing of regional jets, \$92.7 million outstanding under notes payable related to our fleet of Beechcraft 1900D turboprop aircraft, \$100.1 million outstanding related to the issuance of the senior convertible notes due 2023, \$100.0 million outstanding related to the issuance of these senior convertible notes due 2024, \$25.3 million related to two CRJ-200 aircraft, \$3.0 million related to the settlement of past contractual claims of an aircraft manufacturer, \$1.0 million related to a mortgage note on one of our real estate properties and other miscellaneous debt totaling \$0.2 million. In addition, we had \$9.5 million in letters of credit outstanding at December 31, 2004.

In addition, we have a financial agreement with Logistechs, Inc., a wholly-owned subsidiary of GE Capital Aviation Services. Under the agreement with Logistechs, Logistechs originally paid us \$15 million in cash and \$6 million promissory note, and we transferred to Logistechs \$21 million of our rotatable spare parts for our CRJ 200 aircraft. Over the next ten years Logistechs is required to perform maintenance on the spare parts in exchange for a monthly fee based on a rate per flight hour. Our \$21 million financing liability to Logistechs, which we record in Other Noncurrent Liabilities, is reduced through monthly principal reduction payments that are included in the monthly fees.

Our outstanding indebtedness and lease obligations could have important consequences to you. For example, it could:

make it more difficult for us to satisfy our obligations with respect to these notes;

limit our ability to obtain additional financing for funding the expansion of our aircraft fleet, capital expenditures, acquisitions, working capital or other purposes;

require us to dedicate a material portion of our operating cash flow to fund interest payments on our indebtedness, thereby reducing funds available for the expansion of our aircraft fleet, capital expenditures, acquisitions, working capital and other purposes; and

reduce our flexibility in responding to changing business and economic conditions, including reacting to any changes in the relationships we have with our code-share partners.

Your right to receive payments on the notes is effectively subordinated to the rights of our and the guarantors existing and future secured creditors. The notes, in certain other circumstances, may effectively be subordinated to any existing and future liabilities of Mesa Air and its subsidiaries.

Holders of our secured indebtedness and the secured indebtedness of the guarantors will have claims that are senior to your claims as holders of the notes to the extent of the value of the assets securing that other indebtedness. The notes are effectively subordinated to our secured indebtedness. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization, or other bankruptcy proceeding, holders of secured indebtedness will have prior claim to those assets that

Table of Contents

constitute their collateral. Holders of the notes will participate ratably with all holders of our unsecured indebtedness that is deemed to be of the same class as the notes, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured indebtedness.

As of December 31, 2004, the aggregate amount of our and our subsidiaries' senior secured indebtedness was \$611.3 million, which primarily consisted of \$362.1 million in notes payable related to 16 of our CRJ-700 and CRJ-900 aircraft, \$130.2 million of notes payable on interim financing of regional jets, \$92.7 million outstanding under notes payable related to our fleet of Beechcraft 1900D turboprop aircraft, \$25.3 million in notes payable related to two CRJ-200 aircraft and \$1.0 million related to a mortgage note on one of our real estate properties. In addition, we had \$9.5 million in letters of credit outstanding at December 31, 2004.

In addition, we have a financial arrangement with Logistechs, Inc., a wholly-owned subsidiary of GE Capital Aviation Services. Under the agreement with Logistechs, Logistechs originally paid us \$15 million in cash and a \$6 million promissory note, and we transferred to Logistechs \$21 million of our rotatable spare parts for our CRJ 200 aircraft. Over the next ten years Logistechs is required to perform maintenance on the spare parts in exchange for a monthly fee based on a rate per flight hour. Our \$21 million financing liability to Logistechs, which we record in Other Noncurrent Liabilities, is reduced through monthly principal reduction payments that are included in the monthly fees.

In addition, the notes are effectively subordinated to all existing and future liabilities, including claims with respect to trade payables, of any subsidiary which is not a guarantor of the notes. All of our existing wholly-owned domestic subsidiaries are guarantors of the notes and all future wholly-owned domestic subsidiaries will be required to guarantee the notes. In addition, our wholly-owned foreign subsidiary, MAGI Insurance, Ltd., is a guarantor of the notes on an unsecured senior basis and we may, in certain circumstances, add any newly formed or acquired wholly-owned foreign subsidiaries as guarantors in the future. Each of our other non-domestic subsidiaries and non-wholly-owned domestic subsidiaries will be required to guarantee the notes only so long as such subsidiary guarantees other indebtedness of ours. As a result, in the future, we may have subsidiaries that are not guarantors of the notes.

Furthermore, if we fail to deliver our common stock upon conversion of a note and thereafter become the subject of bankruptcy proceedings, a holder's claim for damages arising from such failure could be subordinated to all of our and our subsidiaries' existing and future obligations.

Our financial results may be adversely impacted if we are subsequently held liable for the obligations of our former subsidiary CCAir, Inc.

In the fourth quarter of fiscal 2002 we established a reserve related to CCAir of \$19.8 million for restructuring and impairment charges. Of these restructuring charges, \$12.0 million was subsequently reversed in the second quarter of fiscal 2003, upon the determination, after consultation with counsel, that we are not liable for the aircraft lease obligations and aircraft related return costs incurred solely by CCAir and not guaranteed by us. In the event this determination is challenged and we are subsequently determined to be liable for such CCAir obligations, our financial results and our ability to make payments on the notes could be adversely impacted.

We are a holding company, and we may not have access to the cash flow and other assets of the subsidiaries that may be needed to make payment on the notes.

Although substantially all of our business is conducted through our subsidiaries, none of our subsidiaries is obligated to make funds available to us for payment on our indebtedness, including the notes. Accordingly, our ability to make payments on the notes is dependent on the earnings and the distribution of funds from our subsidiaries. Furthermore, the guarantors are permitted under the terms of our indebtedness to incur additional indebtedness that may severely restrict or prohibit the making of distributions, the payment of dividends or the making of loans by the guarantors to us. We cannot assure you that the agreements governing

Table of Contents

the current and future indebtedness of the guarantors will permit the guarantors to provide us with sufficient dividends, distributions or loans to fund payments on these notes when due.

The notes have been issued at a substantial discount from their principal amount and, therefore, trigger certain U.S. federal income tax consequences for the holders of the notes.

The notes have been issued at a substantial discount from their principal amount. Consequently, the notes are treated as issued with original issue discount for U.S. federal income tax purposes and you will be required to include such original issue discount in your gross income as it accrues for U.S. federal income tax purposes in advance of receipt of any payment on the notes to which the original issue discount is attributable. To understand how this may affect you, you should seek advice from your own tax advisor prior to purchasing these notes. See

Certain United States Federal Income Tax Considerations for a more detailed discussion of the U.S. federal income tax consequences to the holders of the notes of the purchase, ownership and disposition of the notes.

We may not have the ability to purchase the notes at the option of the holders upon certain changes in control or to raise the funds necessary to finance such purchases.

Upon the occurrence of certain specific kinds of change of control events, we will be required to offer to purchase all outstanding notes. We may not have or be able to raise sufficient funds to make the required purchase of notes.

Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor, if, among other things, at the time it incurred the indebtedness evidenced by its guarantee, the guarantor received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee and the guarantor

was insolvent or rendered insolvent by reason of such incurrence;

was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or

intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of these notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its

Table of Contents

ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

An active trading market for the notes may not develop, and transfers of the notes may be restricted.

The notes comprise a new issue of securities for which there is currently no public market. The notes will not be listed on any securities exchange or other stock market or included in any automated quotation system. We do not know whether an active trading market will develop for the notes. If the notes are traded after their initial issuance, they may trade at a discount from their initial offering price depending on prevailing interest rates, the market for similar securities, the price of our common stock, the performance of our common stock in the marketplace, our performance as a company and other factors.

After we have registered the notes and the shares of underlying common stock, we will have the right, pursuant to the registration rights agreement, to suspend the use of the shelf registration statement in certain circumstances. In the event of such a suspension, you would not be able to sell any notes or shares of common stock issuable upon conversion of the notes.

Risks Related to Our Business

The negative impact of the September 11, 2001 terrorist attacks and the resulting government responses could be material to our financial condition, results of operations and prospects.

The terrorist attacks of September 11, 2001 were highly publicized. The impacts that these events will continue to have on the airline industry in general, and on us in particular, are not known at this time, but are expected to include a substantial impact on our operations due to:

a reduction in the demand for travel in the near and mid-term until public confidence in the air transportation system is restored;

an increase in costs due to enhanced security measures and government directives in response to the terrorist attacks;

an increase in the cost of aviation insurance in general, and the cost and availability of coverage for acts of war, terrorism, hijacking, sabotage and similar acts of peril in particular; and

an increase in airport rents and landing fees.

In addition, we expect that the general increase in hostilities relating to reprisals against terrorist organizations and the continued threat of further terrorist attacks will continue to negatively impact our revenues and costs in the near and mid-term. The extent of the impact that the terrorist attacks and their aftermath will have on our operations, and the sufficiency of our financial resources to absorb this impact, will depend on a number of factors, including:

the adverse impact that terrorist attacks, and the resulting government responses, will have on the travel industry and the economy in general;

the potential increase in fuel costs and decrease in availability of fuel if oil-producing countries are affected by the aftermath of the terrorist attacks, including the government's responses, and our ability to manage this risk in connection with that part of our operations where our fuel costs are not reimbursed by our code-share partners under the terms of our code-share agreements;

our ability to reduce our operating costs and conserve financial resources, taking into account the cost increases (including significant increases in the cost of aviation insurance) expected to result from the aftermath of the terrorist attacks and the government's responses;

any resulting decline in the value of the aircraft in our fleet;

our ability to raise additional financing, if necessary, taking into account our current leverage and the limitations imposed by the terms of our existing indebtedness;

Table of Contents

the number of crew members who may be called for duty in the reserve forces of the armed services and the resulting impact on our ability to operate as planned; and

the scope and nature of any future terrorist attacks.

We are dependent on our agreements with our code-share partners.

We depend on relationships created by our code-share agreements. We derive a significant portion of our consolidated passenger revenues from our revenue guarantee code-share agreements with America West, United Airlines, and US Airways. Our code-share partners have certain rights to cancel the applicable code-share agreement upon the occurrence of certain events or the giving of appropriate notice, subject to certain conditions. Although no notice has been given to date that any party intends to cancel these contracts, there can be no assurance that they will not serve notice at a later date of their intention to cancel, forcing us to stop selling those routes with the applicable partner's code and potentially reducing our traffic and revenue. In addition, our code-share agreement with America West allows America West, subject to certain restrictions, to reduce the combined CRJ fleets utilized under the code-share agreement by one aircraft in any six-month period commencing in January 2007. In addition, beginning in February 2007, America West may eliminate the Dash-8 aircraft upon 180 days prior written notice. America West has used this provision to reduce the number of aircraft covered by the code-share agreement and there can be no assurance that, commencing in January 2007, they will not continue to further reduce the number of covered aircraft.

In addition, because a majority of our operating revenues are currently generated under revenue-guarantee code-share agreements, if any one of them is terminated, our operating revenues and net income could be materially adversely affected unless we are able to enter into satisfactory substitute arrangements or, alternatively, fly under our own flight designator code, including obtaining the airport facilities and gates necessary to do so. For the quarter ended December 31, 2004, our America West code-share agreement accounted for 41% of our consolidated passenger revenues, our US Airways code-share agreement accounted for 34% of our consolidated passenger revenues and our United code-share agreement accounted for 24% of our consolidated passenger revenues. Any material modification to, or termination of, our code-share agreements with any of these partners could have a material adverse effect on our financial condition, the results of our operations and the price of our common stock. Should any of our revenue-guarantee code-share agreements be terminated, we cannot assure you that we would be able to enter into substitute code-share arrangements, that any such arrangements would be as favorable to us as the current code-share agreements or that we could successfully fly under our own flight designator code.

If our code-share partners or other regional carriers experience events that negatively impact their financial strength or operations, our operations also may be negatively impacted.

We are directly affected by the financial and operating strength of our code-share partners. Any events that negatively impact the financial strength of our code-share partners or have a long-term effect on the use of our code-share partners by airline travelers would likely have a material adverse effect on our business, financial condition and results of operations. In the event of a decrease in the financial or operational strength of any of our code-share partners, such partner may seek to reduce, or be unable to make, the payments due to us under their code-share agreement. In addition, they may reduce utilization of our aircraft. Although there are certain monthly guaranteed payment amounts, there are no minimum levels of utilization specified in the code-share agreements. UAL Corp., the parent of our code-share partner United Airlines, has not emerged from reorganization under Chapter 11 of the U.S. Bankruptcy Code. Additionally, US Airways, which accounted for 34% of our consolidated passenger revenue for the quarter ended December 31, 2004, has filed for reorganization under Chapter 11 of the U.S. Bankruptcy Code. The financial performance of US Airways and United could directly affect their ability to perform under our code-share agreements with them. Additionally, US Airways has not yet assumed our code-share agreement in its bankruptcy proceeding and could choose to terminate this agreement. If any of our other current or future code-share partners become bankrupt, our code-share agreement with such partner may not be assumed in bankruptcy and would be terminated. This and other such events could have an adverse effect on our business, financial condition and results of operations. In addition, any negative events that occur to other regional carriers and that affect

Table of Contents

public perception of such carriers generally could also have a material adverse effect on our business, financial condition and results of operations.

Our code-share partners may expand their direct operation of regional jets thus limiting the expansion of our relationships with them.

We depend on major airlines like America West, United Airlines and US Airways electing to contract with us instead of purchasing and operating their own regional jets. However, these major airlines possess the resources to acquire and operate their own regional jets instead of entering into contracts with us or other regional carriers. We have no guarantee that in the future our code-share partners will choose to enter into contracts with us instead of purchasing their own regional jets or entering into relationships with competing regional airlines. A decision by America West, United Airlines, or US Airways to phase out our contract-based code-share relationships or to enter into similar agreements with competitors could have a material adverse effect on our business, financial condition or results of operations. In addition to Mesa Airlines, US Airways and United Airlines have similar code-share agreements with other competing regional airlines. Mesa Airlines is currently America West's only code-share partner.

If we experience a lack of labor availability or strikes, it could result in a decrease of revenues due to the cancellation of flights.

The operation of our business is significantly dependent on the availability of qualified employees, including, specifically, flight crews, mechanics and avionics specialists. Historically, regional airlines have experienced high pilot turnover from time to time as a result of air carriers operating larger aircraft hiring their commercial pilots. Further, the addition of aircraft, especially new aircraft types, can result in pilots upgrading between aircraft types and becoming unavailable for duty during the required extensive training periods. There can be no assurance that we will be able to maintain an adequate supply of qualified personnel or that labor expenses will not increase.

At December 31, 2004, we had approximately 4,700 employees, a significant number of whom are members of labor unions, including the Air Line Pilots Association and the Association of Flight Attendants. Our collective bargaining agreement with the Air Line Pilots Association becomes amendable in September 2007 and our collective bargaining agreement with the Association of Flight Attendants becomes amendable in June 2006. The inability to negotiate acceptable contracts with existing unions as agreements expire or with new unions could result in work stoppages by the affected workers, lost revenues resulting from the cancellation of flights and increased operating costs as a result of higher wages or benefits paid to union members. We cannot predict which, if any, other employee groups may seek union representation or the outcome or the terms of any future collective bargaining agreement and therefore the effect, if any, on our financial condition and results of operations. If negotiations with unions over collective bargaining agreements prove to be unsuccessful, following specified cooling off periods, the unions may initiate a work action, including a strike, which could have a material adverse effect on our business, financial condition and results of operations.

Increases in our labor costs, which constitute a substantial portion of our total operating costs, will cause our earnings to decrease.

Labor costs constitute a significant percentage of our total operating costs, and we have experienced pressure to increase wages and benefits for our employees. Under our code-share agreements, our reimbursement rates contemplate labor costs that increase on a set schedule generally tied to an increase in the consumer price index or the actual increase in the contract. We are responsible for our labor costs, and we may not be entitled to receive increased payments under our code-share agreements if our labor costs increase above the assumed costs included in the reimbursement rates. As a result, a significant increase in our labor costs above the levels assumed in our reimbursement rates could result in a material reduction in our earnings.

Table of Contents

If new airline regulations are passed or are imposed upon our operations, we may incur increased operating costs and experience a decrease in earnings.

Laws and regulations, such as those described below, have been proposed from time to time that could significantly increase the cost of our operations by imposing additional requirements or restrictions on our operations. We cannot predict what laws and regulations will be adopted or what changes to air transportation agreements will be effected, if any, or how they will affect us, and there can be no assurance that laws or regulations currently proposed or enacted in the future will not increase our operating expenses and therefore adversely affect our financial condition and results of operations.

As an interstate air carrier, we are subject to the economic jurisdiction, regulation and continuing air carrier fitness requirements of the Department of Transportation, which include required levels of financial, managerial and regulatory fitness. The Department of Transportation is authorized to establish consumer protection regulations to prevent unfair methods of competition and deceptive practices, to prohibit certain pricing practices, to inspect a carrier's books, properties and records, to mandate conditions of carriage and to suspend an air carrier's fitness to operate. The DOT also has the power to bring proceedings for the enforcement of air carrier economic regulations, including the assessment of civil penalties, and to seek criminal sanctions.

We are also subject to the jurisdiction of the FAA with respect to our aircraft maintenance and operations, including equipment, ground facilities, dispatch, communication, training, weather observation, flight personnel and other matters affecting air safety. To ensure compliance with its regulations, the FAA requires airlines to obtain an operating certificate, which is subject to suspension or revocation for cause, and provides for regular inspections.

We incur substantial costs in maintaining our current certifications and otherwise complying with the laws, rules and regulations to which we are subject. We cannot predict whether we will be able to comply with all present and future laws, rules, regulations and certification requirements or that the cost of continued compliance will not significantly increase our costs of doing business.

The FAA has the authority to issue mandatory orders relating to, among other things, the grounding of aircraft, inspection of aircraft, installation of new safety-related items and removal and replacement of aircraft parts that have failed or may fail in the future. A decision by the FAA to ground, or require time-consuming inspections of, or maintenance on, all or any of our turboprops or regional jets, for any reason, could negatively impact our results of operations.

In addition to state and federal regulation, airports and municipalities enact rules and regulations that affect our operations. From time to time, various airports throughout the country have considered limiting the use of smaller aircraft, such as Embraer or Canadair regional jets, at such airports. The imposition of any limits on the use of our regional jets at any airport at which we operate could interfere with our obligations under our code-share agreements and severely interrupt our business operations.

Fluctuations in fuel costs could adversely affect our operating expenses and results.

The price and supply of jet fuel is unpredictable and fluctuates based on events outside our control, including geopolitical developments, regional production patterns and environmental concerns. Although approximately 93% of our fuel costs for the quarter ended December 31, 2004 was reimbursed by our code-share partners, price escalations or reductions in the supply of jet fuel will increase our operating expenses and, to the extent such fuel costs are not reimbursed by our code-share partners, could cause our operating results and net income to decline.

If additional security and safety measures regulations are adopted, we may incur increased operating costs and experience a decrease in earnings.

Congress recently adopted increased safety and security measures designed to increase airline passenger security and protect against terrorist acts. Such measures have resulted in additional operating costs to the airline industry. The Aviation Safety Commission's report recommends the adoption of further measures

Table of Contents

aimed at improving the safety and security of air travel. We cannot forecast what additional security and safety requirements may be imposed on our operations in the future or the costs or revenue impact that would be associated with complying with such requirements, although such costs and revenue impact could be significant. To the extent that the costs of complying with any additional safety and security measures are not reimbursed by our code-share partners, our operating results and net income could be adversely affected.

If our operating costs increase as our aircraft fleet ages and we are unable to pass along such costs, our earnings will decrease.

As our fleet of aircraft age, the cost of maintaining such aircraft, if not replaced, will likely increase. There can be no assurance that costs of maintenance, including costs to comply with aging aircraft requirements, will not materially increase in the future. Any material increase in such costs could have a material adverse effect on our business, financial condition and results of operations. Because many aircraft components are required to be replaced after specified numbers of flight hours or take-off and landing cycles, and because new aviation technology may be required to be retrofitted, the cost to maintain aging aircraft will generally exceed the cost to maintain newer aircraft. We believe that the cost to maintain our aircraft in the long-term will be consistent with industry experience for these aircraft types and ages used by comparable airlines.

We believe that our aircraft are mechanically reliable based on the percentage of scheduled flights completed and as of December 31, 2004 the average age of our regional jet fleet is 2.8 years. However, there can be no assurance that such aircraft will continue to be sufficiently reliable over longer periods of time. Furthermore, any public perception that our aircraft are less than completely reliable could have a material adverse effect on our business, financial condition and results of operations.

Our fleet expansion program will require a significant increase in our leverage and the financing we require may not be available on favorable terms or at all.

The airline business is very capital intensive and, as a result, many airline companies are highly leveraged. For the quarter ended December 31, 2004, our debt service payments totaled \$21.7 million and our lease payments totaled \$36.5 million. We have significant lease obligations with respect to our aircraft and ground facilities, which aggregated approximately \$2.0 billion at December 31, 2004. As of December 31, 2004, our growth strategy involves the acquisition of eight more Bombardier regional jets during fiscal 2004. As of December 31, 2004, we had permanently financed 35 of the 40 CRJ-700 and CRJ-900 aircraft delivered under the 2001 BRAD agreement; the remaining aircraft are subject to interim financing. We may utilize interim financing provided by the manufacturer and have the ability to fund up to 15 aircraft at any one time under this facility. Our ability to obtain additional interim financing is contingent upon obtaining permanent financing for the aircraft already delivered. There are no assurances that we will be able to obtain permanent financing for future aircraft deliveries.

There can be no assurance that our operations will generate sufficient cash flow to make such payments or that we will be able to obtain financing to acquire the additional aircraft necessary for our expansion. If we default under our loan or lease agreements, the lender/lessor has available extensive remedies, including, without limitation, repossession of the respective aircraft and, in the case of large creditors, the effective ability to exert control over how we allocate a significant portion of our revenues. Even if we are able to timely service our debt, the size of our long-term debt and lease obligations could negatively affect our financial condition, results of operations and the price of our common stock in many ways, including:

increasing the cost, or limiting the availability of, additional financing for working capital, acquisitions or other purposes;

limiting the ways in which we can use our cash flow, much of which may have to be used to satisfy debt and lease obligations; and

adversely affecting our ability to respond to changing business or economic conditions or continue our growth strategy.

Table of Contents

If we need funds and cannot raise them on acceptable terms, we may be unable to realize our current plans or take advantage of unanticipated opportunities and could be required to slow our growth.

We depend on Bombardier to supply us with the aircraft we require to expand.

As of December 31, 2004, we are obligated under our code-share agreements to place an additional 13 CRJ 900 regional jets over the next 9 months. As of December 31, 2004, we have firm orders with Bombardier for an additional 20 regional jets. We also have options to acquire an additional 19 regional jets that are exercisable through 2007 and 40 regional jets that are exercisable in 2010 and beyond.

We are dependent on Bombardier as manufacturer of these jets and certain factors may limit or preclude our ability to obtain these regional jets, including:

Bombardier could refuse, or may not be financially able, to perform its obligations under the applicable purchase agreement for the delivery of the regional jets; and

a fire, strike or other event could occur that affects Bombardier's ability to completely or timely fulfill its contractual obligations.

Any disruption or change in the delivery schedule of these regional jets would affect our overall operations and our ability to fulfill our obligations under our code-share agreements.

Our operations could be materially adversely affected by the failure or inability of Bombardier or any key component manufacturers to provide sufficient parts or related support services on a timely basis or by an interruption of fleet service as a result of unscheduled or unanticipated maintenance requirements for our aircraft.

Reduced utilization levels of our aircraft under the revenue-guarantee agreements would adversely impact our revenues and earnings.

Even though our revenue-guarantee agreements require a fixed amount per month to compensate us for our fixed costs, if our aircraft are underutilized (including taking into account the stage length and frequency of our scheduled flights) we will lose the opportunity to receive a margin on the variable costs of flights that would have been flown if our aircraft were more fully utilized.

If we incur problems with any of our third party service providers, our operations could be adversely affected by a resulting decline in revenue or negative public perception about our services.

Our reliance upon others to provide essential services on behalf of our operations may result in the relative inability to control the efficiency and timeliness of contract services. We have entered into agreements with contractors to provide various facilities and services required for our operations, including aircraft maintenance, ground facilities, baggage handling and personnel training. It is likely that similar agreements will be entered into in any new markets we decide to serve. All of these agreements are subject to termination after notice. Any material problems with the efficiency and timeliness of contract services could have a material adverse effect on our business, financial condition and results of operations.

We are at risk of losses and adverse publicity stemming from any accident involving any of our aircraft.

If one of our aircraft were to crash or be involved in an accident, we could be exposed to significant tort liability.

On January 8, 2003, US Airways Express Flight 5481, operated by Air Midwest, crashed shortly after takeoff from Charlotte Douglas International Airport en route to Greenville/ Spartanburg, S.C. The estates of the passengers from Flight 5481, or the passengers, or their estates, of any other future aircraft accident may seek to recover damages for death or injury. Although we believe our present insurance coverage is sufficient to cover any claims arising from the crash of Flight 5481, there can be no assurance that the insurance we carry to cover damages arising from these or any future accidents will be adequate. Accidents could also result in unforeseen mechanical and maintenance costs. In addition, any accident involving an aircraft that we

Table of Contents

operate could create a public perception that our aircraft are not safe, which could result in air travelers being reluctant to fly on our aircraft. To the extent a decrease is associated with our operations not covered by our code-share agreements, such a decrease could have a material adverse affect on our business, financial condition or results of operations.

If we become involved in any material litigation or any existing litigation is concluded in a manner adverse to us, our earnings may decline.

We are, from time to time, subject to various legal proceedings and claims, either asserted or unasserted. Any such claims, whether with or without merit, could be time-consuming and expensive to defend and could divert management's attention and resources. There can be no assurance regarding the outcome of current or future litigation.

Our business would be harmed if we lose the services of our key personnel.

Our success depends to a large extent on the continued service of our executive management team. We have employment agreements with certain executive officers, but it is possible that members of executive management may leave us. Departures by our executive officers could have a negative impact on our business, as we may not be able to find suitable management personnel to replace departing executives on a timely basis. We do not maintain key-man life insurance on any of our executive officers.

We may experience difficulty finding, training and retaining employees.

Our business is labor-intensive, we require large numbers of pilots, flight attendants, maintenance technicians and other personnel and we anticipate that our expansion plans will require us to recruit, train and retain a significant number of new employees over the next several years.

The airline industry has from time to time experienced a shortage of qualified personnel, specifically pilots and maintenance technicians. In addition, as is common with most of our competitors, we have faced considerable turnover of our employees. Although our employee turnover has decreased significantly since September 11, 2001, our pilots, flight attendants and maintenance technicians often leave to work for larger airlines, which generally offer higher salaries and better benefit programs than regional airlines are financially able to offer. Should the turnover of employees, particularly pilots and maintenance technicians, sharply increase, the result will be significantly higher training costs than otherwise would be necessary. We cannot assure you that we will be able to recruit, train and retain the qualified employees that we need to carry out our expansion plans or replace departing employees. If we are unable to hire and retain qualified employees at a reasonable cost, we may be unable to complete our expansion plans, which could have a material adverse affect our financial condition, results of operations and the price of our common stock.

Risks Related To Our Industry

If competition in the airline industry increases, we may experience a decline in revenue.

Increased competition in the airline industry as well as competitive pressure on our code-share partners or in our markets could have a material adverse effect on our business, financial condition and results of operation. The airline industry is highly competitive. The earnings of many of the airlines have historically been volatile. The airline industry is susceptible to price discounting, which involves the offering of discount or promotional fares to passengers. Any such fares offered by one airline are normally matched by competing airlines, which may result in lower revenue per passenger, i.e., lower yields, without a corresponding increase in traffic levels. Also, in recent years several new carriers have entered the industry, typically with low cost structures. In some cases, new entrants have initiated or triggered price discounting. The entry of additional new major or regional carriers in any of our markets, as well as increased competition from or the introduction of new services by established carriers, could negatively impact our financial condition and results of operations.

Table of Contents

Our reliance on our code-share agreements with our major airline partners for the majority of our revenue means that we must rely on the ability of our code-share partners to adequately promote their respective services and to maintain their respective market share. Competitive pressures by low-fare carriers and price discounting among major airlines could have a material adverse effect on our code-share partners and therefore adversely affect our business, financial condition and results of operations.

The results of operations in the air travel business historically fluctuate in response to general economic conditions. The airline industry is sensitive to changes in economic conditions that affect business and leisure travel and is highly susceptible to unforeseen events, such as political instability, regional hostilities, economic recession, fuel price increases, inflation, adverse weather conditions or other adverse occurrences that result in a decline in air travel. Any event that results in decreased travel or increased competition among airlines could have a material adverse effect on our business, financial condition and results of operations.

In addition to traditional competition among airlines, the industry faces