

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re: ATA Holdings Corp., Debtor.)))	Chapter 11 Case No. 04-19866
In re: ATA Airlines, Inc., Debtor.)))	Chapter 11 Case No. 04-19868
In re: Ambassadors Travel Club, Inc., Debtor.)))	Chapter 11 Case No. 04-19869
In re: ATA Leisure Corp., Debtor.)))	Chapter 11 Case No. 04-19870
In re: Amber Travel, Inc., Debtor.)))	Chapter 11 Case No. 04-19871
In re: American Trans Air Execujet, Inc., Debtor.)))	Chapter 11 Case No. 04-19872
In re: ATA Cargo, Inc., Debtor.)))	Chapter 11 Case No. 04-19873
In re: Chicago Express Airlines, Inc., Debtor.)))	Chapter 11 Case No. 04-19874

FIRST DAY CASH COLLATERAL
MOTION

Hearing:	October 29, 2004 11:00 a.m. EST
Location:	U.S. Courthouse 46 E. Ohio Street, Room 310 Indianapolis, IN 46204
Telephonic Participation	
Dial-In:	1-877-213-2541
Passcode:	9070313#

FIRST DAY CASH COLLATERAL MOTION

The debtors and debtors in possession (collectively, the “Debtors”) in the above captioned chapter 11 cases (the “Chapter 11 Cases”), hereby file this motion (the “Cash Collateral Motion”) for entry of bridge, interim and final orders authorizing Debtors’ use of cash collateral pursuant to Sections 105(a), 363(c)(2), and 507(b) of the “Bankruptcy Code”, 11 U.S.C. §§ 101 et seq. and Rules 4001(b), (d) and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The proposed form of the bridge order (“Bridge Order”) and interim order (“Interim Order”) are attached hereto as Exhibits A and B. A proposed final order will be submitted in advance of the final hearing on this Cash Collateral Motion. In support of this Cash Collateral Motion, the Debtors rely on the affidavits of J. George Mikelsons and James Hlavacek filed herewith in support of this Motion and the Debtors’ other “first day motions,” and on the Supplemental Brief in Support of First Day Motions (the “Support Brief”), and may present additional evidence at the final hearing on the Cash Collateral Motion.

The proposed form of Interim Order includes (1) a provision granting a security interest in postpetition assets in which the Lenders and the ATSB did not have a prepetition security interest (see page 18, § 9(b) of the Interim Order); (2) provisions that bind the estate with respect to the validity, perfection, or amount of the Lenders’ and ATSB’s liens and debt (see page 37, § 12 of the Interim Order); and (3) a provision of payment of professional fees for a financial advisor (see page 18, § 9(a) of the Interim Order).

In further support of this Cash Collateral Motion, the Debtors respectfully represent as follows:

JURISDICTION

1. On October 26, 2004 (the “Petition Date”), the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., as amended (the “Bankruptcy Code”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

2. No trustee or examiner has been appointed in the Chapter 11 Cases, and no committee has been appointed or designated.

3. This Court has jurisdiction to consider this Cash Collateral Motion under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief sought herein are Sections 105(a), 361, 363(c)(2) and 507(b) of the Bankruptcy Code and Bankruptcy Rules 4001(b), (d), and 9014.

5. This Cash Collateral Motion is a “First Day Motion” as defined and provided for under Section 4.6 of the General Order No. 03-10 entered September 18, 2003 (the “Chapter 11 Procedures Order”), by the United States Bankruptcy Court for the Southern District of Indiana (the “Bankruptcy Court”).

6. Pursuant to the Chapter 11 Procedures Order, the Court shall schedule and conduct a hearing (the “First Day Hearing”) within two business days of the Petition Date on the First Day Motions without any formal request by the Debtors.

BACKGROUND

7. In 1973, J. George Mikelsons founded the precursor to ATA Airlines, Inc. (“ATA”), in Indianapolis, Indiana. Today, ATA Holdings Corp. (“ATAH”) and its wholly-owned direct and indirect subsidiaries operate the tenth largest passenger airline in the United

States. Operating a fleet consisting of eighty-four aircraft, ATA is a leading provider of low-cost scheduled airline services, is one of the largest commercial charter airline in the United States and is one of the largest providers of passenger airline charter services to the U.S. military. ATA currently provides scheduled service primarily from its gateway cities of Chicago-Midway and Indianapolis to popular vacation and business destinations such as Phoenix, Las Vegas, Florida, California, Mexico and the Caribbean, as well as to New York's LaGuardia Airport, Philadelphia, Denver, Dallas-Ft. Worth, Washington, D.C., Boston, Seattle, Minneapolis-St. Paul, Newark, Charlotte and Pittsburgh. ATA also provides transpacific service between the Western United States and Hawaii. ATAH's wholly-owned subsidiary, Chicago Express Airlines, Inc. ("Chicago Express") provides commuter passenger scheduled service between Chicago-Midway and the cities of Indianapolis, Dayton, Des Moines, Flint, Grand Rapids, Madison, Milwaukee, Moline, Toledo, South Bend and Fort Wayne. ATAH's other subsidiaries are Ambassadors Travel Club, Inc., ATA Leisure Corp., Amber Travel, Inc., American Trans Air ExecuJet, Inc. and ATA Cargo, Inc. As of the Petition Date, the Debtors employed a staff of approximately 7,324 full- and part-time personnel, of whom approximately 3,550 were employed under collective bargaining agreements.

8. The geopolitical impact of the conflict in the Middle East and generally weak economic conditions of the past several years have adversely affected the airline industry as a whole, and have caused many airlines, including ATA and Chicago Express, to suffer massive financial losses since 2001. This trend continues in 2004, as the industry and ATA experience a very weak revenue environment and substantially increased fuel costs. These conditions have caused several air carriers, including United Airlines, American Airlines, Delta

Airlines, Hawaiian Airlines, and US Airways, to seek bankruptcy protection or warn that bankruptcy may be in the offing.

9. ATA faces a competitive pricing environment that includes extraordinary fare discounting by several airlines in many of the scheduled service markets that ATA serves. At the same time, jet aviation fuel prices have escalated far beyond any price per gallon previously experienced on a sustained basis by the air carrier industry and far beyond the increases expected by ATA. In addition, the highly destructive hurricanes and tropical storms which hit Florida and the Southern coast of the United States in the third quarter of 2004 had a very severe and continuing impact on ATA's revenues as a significant portion of the scheduled service routes of ATA serve these hard-hit areas of the United States.

10. A significant portion of ATA's current leases of aircraft were negotiated with higher payments in early years in order to reduce total rental costs over the related lease terms. These large cash payments made in 2003 and 2004 resulted in substantial use of ATA's cash.

11. ATA has taken many measures to prevent the filing of the Chapter 11 Cases, including working with its three major lessors to restructure its lease obligations. ATA also has sought to reduce costs through, among other measures, negotiating labor cost reductions under its collective bargaining agreements, implementing pay reductions for its non-union employees and substantially reducing the number of employees. In addition to cutting costs, ATAH has conducted an exhaustive search for buyers for certain of ATAH's significant assets, such as the Chicago Midway operations of ATA and Chicago Express, as well as for ATA as a whole. Despite its cost-cutting efforts, Debtors will realize an overwhelming net loss for the full year of 2004. Based on current operating assumptions and market conditions, absent the

initiation of these Chapter 11 Cases, ATAH projects that it would not be able to meet its cash obligations within the next 60 days, and perhaps sooner.

12. Coincident with the filing of the Chapter 11 Cases, the Debtors will ask the Court to approve a sale of “Midway Assets” to AirTran Airways, Inc. for \$87.5 million or to another buyer making a higher or better offer for such assets (the “AirTran Transaction”). Debtors are discussing the procurement of adequate DIP financing from third-party lenders. Debtors intend to procure such DIP financing during the period in which the ATSB Lending Parties consent to Debtors’ use of the cash collateral to support Debtors’ obligations. The combination of the AirTran Transaction and a DIP Lending Facility will provide liquidity and business arrangements that will allow ATA and Chicago Express to continue normal airline operations for the foreseeable future and provide a springboard for a successful reorganization of ATAH and the affiliated Debtors.

RELIEF REQUESTED

A. Summary

13. By this Cash Collateral Motion, the Debtors seek the entry of the Bridge Order, Interim Order and a final order authorizing their use of cash and cash equivalents in which the lenders under the ATSB Loan (as defined below), and the Air Transportation Stabilization Board (the “ATSB”),¹ as guarantor to the Agent for the benefit of the Tranche A Lenders (as defined below), have or will have a valid and perfected security interest. That security interest causes such cash and cash equivalents to be considered “cash collateral” within the meaning of Section 363(a) of the Bankruptcy Code. Without the use of the cash collateral,

¹ The ATSB was created pursuant Section 102 of the Air Transportation Safety and System Stabilization Act, Pub. L. No. 107-42.

the Debtors may be unable to continue the normal operation of their businesses. As the Debtors have an immediate and compelling need to use the cash collateral – without which they may not be able to operate their businesses on a normal basis – the Debtors seek authority to use the cash collateral on a bridge basis, pending entry of an interim order granting them limited authority to continue to use the cash collateral through the date of the final hearing on this Cash Collateral Motion. The lenders under the ATSB Loan (the “Lenders”) and the ATSB (collectively with Lenders and their agents, the “ATSB Lender Parties”) have consented to the entry of the Bridge Order and Interim Order on the terms and conditions set forth in the proposed Bridge Order and Interim Order, attached respectively as Exhibits A and B. At the final hearing, which the Debtors’ request be held on or before November 22, 2004, the Debtors will seek continued use of cash collateral to operate their businesses and comply with their obligations as debtors in possession.

B. The ATSB Loan

14. Following the September 11, 2001 terrorist attacks, the Federal government enacted the Air Transportation Safety and System Stabilization Act, Pub. L. No. 107-42 (the “Act”). Under the Act, the Federal government has offered loan guarantees to assist domestic airlines to obtain financing to alleviate severe financial effects suffered by the airlines in the aftermath of the attacks. Under the Act, the ATSB was created to accept and negotiate requests for loan guarantees and execute payment guarantees of private loans made to airlines under prescribed criteria. With the support of an ATSB guarantee, ATA Airlines, Inc. f/k/a American Trans Air, Inc. (“ATA”) obtained a \$168,000,000 term loan (the “ATSB Loan”) under a Loan Agreement dated as of November 20, 2002 (the “Loan Agreement”). The ATSB Loan consists of a \$148,500,000 Tranche A Loan (the “Tranche A Loan”) and a \$19,500,000 Tranche

B Loan (the “Tranche B Loan”). The private lenders who made the Tranche A Loan are Govco Incorporated (“Govco”), as the Primary Tranche A Lender, and Citibank, N.A. (“Citibank”), as the alternate Tranche A Lender (together with Govco and their respective successors and permitted assigns, the “Tranche A Lenders”). Citibank is the sole lender on the Tranche B Loan (the “Tranche B Lender,” and together with the Tranche A Lenders, the “Lenders”), and serves as the agent for the Lenders (the “Agent”). Citicorp North America, Inc. serves as agent to Govco (the “Govco Agent,” and together with the Agent and the Collateral Agent (as defined below) the “Agents”). BearingPoint, Inc. serves as the loan administrator (“Loan Administrator”). The Lenders, the Agents and the ATSB are collectively referred to hereinafter as the “ATSB Lender Parties”.

15. As authorized by the Air Transportation Safety and System Stabilization Act, the ATSB guaranteed repayment of the Tranche A Loan (\$148,500,000) (the “ATSB Guarantee”) to the Tranche A Lenders pursuant to a Guarantee Agreement, dated as of November 20, 2002 (the “ATSB Guarantee Agreement”). In addition, the repayment of the ATSB Loan to the ATSB Lender Parties is guaranteed by ATA Holdings Corp. (“ATAH”), as the parent of ATA, under the Parent Guarantee Agreement dated as of November 20, 2002 (“ATAH Guarantee”) as well as by substantially all ATAH subsidiaries (the “ATAH Subsidiaries” and collectively, with ATAH, the “Other Guarantors”)² under the Subsidiary Guarantee Agreement dated November as of 20, 2002 (the “Subsidiary Guarantee”).

16. The ATSB Loan is collateralized pursuant to a certain Mortgage and Security Agreement dated as of November 20, 2002 (the “Security Agreement”). The collateral

² The Loan Agreement was entered into by and among ATA, ATAH, the Other Guarantors, the Lenders, the ATSB, Citicorp, North America, Inc., as administrative agent for Govco, Citibank, as the Collateral Agent; and BearingPoint, Inc., as the Loan Administrator.

pledged by ATA in the Security Agreement includes (i) “Appraised Collateral” (as defined in the Loan Agreement) (along with certain incidental legal rights and interests and records related to the Appraised Collateral), (ii) “Pledged Accounts” (as defined in the Security Agreement), (iii) “Pledged Equipment” (as defined in the Security Agreement), and (iv) the proceeds of the foregoing (collectively, the “Pre-Petition Collateral”).³ Citibank serves as the collateral agent (the “Collateral Agent”) for the ATSB Lender Parties.

17. The Appraised Collateral consists of certain spare parts (“Spare Parts”) and rotables (“Rotables”), and certain aircraft, airframes, propellers and engines (and acceptable alternates thereto) as listed on Exhibits B, C, and D of the Security Agreement (collectively, the “Aircraft Collateral”), which is non-cash collateral, and the proceeds thereof, which, if in the form of cash or “Cash Equivalents” (as defined in the Loan Agreement), would constitute “cash collateral” under Section 363(a) of the Bankruptcy Code.

18. The Pledged Accounts consist of essentially all of ATA’s Accounts (as defined in the Security Agreement) other than (i) credit card receivables to the extent and for so long as such credit card receivables are subject to a security interest in favor of any credit card receivables processor (the “Card Receivables”), (ii) proceeds of ATA’s membership interest in BATA Leasing LLC (“BATA Accounts”), (iii) receivables for rents paid to ATA on Excluded Equipment, as identified in section (e) and (f) of the definition of “Excluded Equipment” in the Security Agreement (“Excluded Equipment Rents Accounts”), and (iv) “Accounts” (as defined in the Security Agreement) which arise from the sale or other disposition of any Excluded Equipment which is not any of the Aircraft, Engines, Spare Engines, Propellers or Spare Parts (as

³ The Pre-Petition Collateral is fully described in the “Loan Documents” (as defined in the Loan Agreement) and the descriptions in this Cash Collateral Motion are not intended to expand or detract from the Pre-Petition Collateral as described in the Loan Documents.

each such term is defined in the Security Agreement). The funds ATA anticipates that it will receive from the payment or collection of Pledged Accounts after the Petition Date are essential to ATA's normal business operations. Proceeds that will be generated after the Petition Date from payment or collection of the Pledged Accounts will constitute "cash collateral" under Section 363(a) of the Bankruptcy Code.

19. The Loan Agreement provides for ATA to make certain principal payments on the Tranche A Loan and the Tranche B Loan during the period beginning November 25, 2003 and ending November 25, 2008. The Loan Agreement further provided for ATA to pay accrued interest quarterly in arrears commencing February 25, 2003 at the rates specified in the Loan Agreement.

C. The Debtors' Need for Use of Cash Collateral

20. Pursuant to section 363(a) of the Bankruptcy Code, cash collateral is defined as, *inter alia*, cash, deposit accounts, or other cash equivalents, whenever acquired, in which the estate and an entity other than the estate have an interest, and includes the proceeds, products, offspring, rents or profits of property subject to a security interest as provided in section 552(b) of the Bankruptcy Code, whether existing before or after the commencement of a case under the Bankruptcy Code.

21. Cash and cash equivalents received by the Debtors from and after the Petition Date as proceeds of the Collateral including funds representing payments or collection of Pledged Accounts will constitute cash collateral of the Lenders and the ATSB (the "Cash Collateral") within the meaning of section 363(a) of the Bankruptcy Code. In order for the Debtors to operate their business in a normal fashion and preserve their bankruptcy estates, it is

critical that the Debtors have immediate authorization to use such Cash Collateral pursuant to the terms and conditions proposed herein.

22. In addition to allowing the Debtors' businesses to continue on a normal basis, authorizing the use of Cash Collateral will enable the Debtors to (i) increase their available financial resources, (ii) engender confidence in their vendors and allow the Debtors to purchase goods and services on normal trade terms, and (iii) fund payments that will be required pursuant to other orders of this Court.

D. The Applicable Legal Standards

23. The Debtors' use of Cash Collateral is appropriate and should be authorized under section 363(c)(2) of the Bankruptcy Code, which provides that the Debtors may use, sell or lease cash collateral if "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and hearing, authorizes such use, sale, or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c)(2). In order to use cash collateral in accordance with section 363(c)(2)(B) of the Bankruptcy Code in situations where the collateral holders do not consent, the Debtors are required to provide each party that holds an interest in the cash collateral, to the extent applicable, with "adequate protection" for such use as contemplated by section 361 of the Bankruptcy Code. See 11 U.S.C. § 363(e).

24. In these Chapter 11 Cases, the parties that have an interest in and would be potentially affected by the Debtors' use of the Cash Collateral are the Lenders and the ATSB. All of those parties have consented to the entry of the Bridge Order and Interim Order in the forms attached as Exhibits A and B. At the final hearing on this Cash Collateral Motion, Debtors will ask the Court to enter a final order (the "Final Order") that either has the consent of the

Lenders and the ATSB or (if such a consensual order cannot be presented) that adequately protects the interests of the Lenders and the ATSB in the Cash Collateral.

C. Bridge and Interim Approval Of the Use of Cash Collateral Should be Granted

25. Bankruptcy Rule 4001(b) provides that a final hearing on a motion to use cash collateral pursuant to section 363 of the Bankruptcy Code may not be commenced earlier than fifteen (15) days after the service of a motion requesting such use. Therefore the Debtors are first requesting entry of a Bridge Order and an Interim Order providing for interim use of Cash Collateral pending a final hearing (the “Final Hearing”) on the Cash Collateral Motion.

26. As noted above, the Lenders and the ATSB have consented to the Bridge Order and Interim Order set forth as Exhibits A and B. Therefore, the Court may enter those orders under Section 363(c)(2) since “each entity that has an interest in such collateral consents.” Moreover, with respect to the proposed bridge and interim authorization to use Cash Collateral, the Debtors’ need to use such Cash Collateral is immediate and compelling. Without such authorization, the Debtors may not be able to continue their operations on a normal basis, and thus will suffer severe immediate and irreparable harm. If the Debtors shut down or significantly curtail their businesses, even for a single day, the effect on their potential viability will be disastrous.

27. Pursuant to Bankruptcy Rule 4001(b), the Debtors request that the Court first enter a Bridge Order in the form of Exhibit A attached hereto, which will authorize Debtors’ use of Cash Collateral under the terms and conditions of the Bridge Order until the entry or denial of the Interim Order or such other interim relief at the First Day Hearing. As noted, the parties whose Cash Collateral would be utilized, the Lenders and the ATSB, have consented to the entry of the attached Bridge Order.

28. The Debtors also request that the Court enter the Interim Order attached hereto as Exhibit B, authorizing the Debtors to use Cash Collateral pending the Final Hearing. The proposed Interim Order, which has also been consented to by the Lenders and the ATSB, provides for further continued use of Cash Collateral, subject to the terms and conditions set forth in the Interim Order. The proposed Interim Order would allow continued use of Cash Collateral until the earlier of the close of business on November 23, 2004, or the entry or denial of a final order (the "Interim Cash Collateral Period"). Debtors refer all parties-in-interest to the specific terms of the proposed Bridge Order and Interim Order as set forth in Exhibits A and B

29. Under the proposed Interim Order, the Debtors would be authorized to use Cash Collateral during the Interim Cash Collateral Period (as defined in Exhibit B) to pay the ordinary and reasonable expenses of operating their businesses, including, without limitation, payroll and benefit expenses, aircraft and engine debt and lease payments, purchase of fuel and supplies, government security and inspection fees, advertising, utility services, payroll taxes, insurance, supplies and equipment (excluding the purchase or other acquisition of aircraft), vendor and supplier services, and other expenditures as are necessary for operating their businesses. The Debtors would also be authorized to utilize Cash Collateral during this period to make payments authorized under other orders entered by this Court, including for payment of professional and other administrative expenses. The proposed Interim Order would not, however, allow Cash Collateral to be used for certain specified purposes relating to challenging the liens and security interests of the Lenders or ATSB.

30. As adequate protection for the interests of the Lenders and the ATSB in the Cash Collateral and to protect against any diminution in value of the Collateral that may result from the use of the Cash Collateral during the Interim Cash Collateral Period, the proposed

Interim Order grants to the Lenders and the ATSB certain replacement liens (“Replacement Liens”).

31. As adequate protection of the interests of the Lenders and the ATSB in the Cash Collateral, the proposed Interim Order also provides that the Lenders and the ATSB will receive a priority administrative expense claim under Section 507(b) of the Bankruptcy Code, senior to certain other priority claims but subject to any priority administrative claim of any DIP Lender and subject to the administrative claims of the professionals for Debtors and a Committee up to the amounts provided by the Carve-Out. The proposed Interim Order allows for post-Petition Date “Permitted DIP Lending” and allows such a Permitted DIP Lending to be secured by first priority security interest and lien on certain of the Debtors’ assets, a junior lien on other assets, and a “super priority” administrative expense status to assure repayment of the obligations under such Permitted DIP Lending.

32. The proposed Interim Order contains a number of other conditions, limitations and requirements, and the summary of certain provisions herein is not intended to substitute for, or modify in any way, the language of the proposed Interim Order itself.

33. The Debtors have determined that the terms and conditions of the Bridge Order and Interim Order are fair and reasonable under the circumstances and reflect the Debtors’ exercise of reasonable business judgment consistent with the Debtors’ fiduciary duties as debtors in possession.

34. Without the relief granted in the Bridge Order and Interim Order, the Debtors may be forced to suspend or curtail their normal operations. The Pledged Accounts provide significant cash needed to run Debtors’ business operations. Because the use of Cash Collateral by the Debtors is necessary to prevent the irreparable harm that would befall the

Debtors, their estates, their creditors and their employees if the Debtors' businesses had to cease operations, and with the Lenders and the ATSB having consented to the use of Cash Collateral as provided herein, the Court should authorize the Debtors' use of Cash Collateral and enter the Bridge Order and the Interim Order in the forms of Exhibit A and Exhibit B.

F. The Final Hearing and Continued Use of Cash Collateral

35. The Debtors also respectfully request that the Court schedule the Final Hearing on a date no later than November 22, 2004. The intervening period will allow the parties sufficient time to attempt to achieve a consensual resolution on the use of Cash Collateral going forward, and, failing that, to prepare for a Final Hearing. At least three (3) days prior to the Final Hearing, the Debtors will provide to the Court and other specified parties-in-interest a proposed Final Order. The Debtors are hopeful that the proposed Final Order may be presented with the consent of the Lenders and the ATSB, and intend to work diligently to reach such agreement prior thereto. If the Debtors are unable to reach such agreement, they will present a proposed Final Order containing terms that they believe (i) are necessary for the continued normal operation of their businesses and the preservation of their estates, and (ii) adequately protect the interests of the Lenders and the ATSB. The Lenders and the ATSB have consented to this procedure.

36. At the Final Hearing, Debtors intend to request that the Court grant the continued use of Cash Collateral through to the earlier of the effective date of a confirmed chapter 11 plan or May 31, 2005.

NOTICE

37. On or prior to the date hereof, the Debtors have provided notice of this Cash Collateral Motion, by telephone, telecopy, electronic mail, overnight delivery service, hand

delivery or by regular mail, to (i) the office of the United States Trustee for the Southern District of Indiana; (ii) Securities and Exchange Commission; (iii) Internal Revenue Service; (iv) the Air Transportation Stabilization Board; (v) the Debtors' thirty (30) largest general unsecured creditors (to the extent practicable); (vi) all unions representing employees of the Debtors; (vii) all secured Creditors; (viii) any indenture trustees; and (ix) any party who has filed an appearance and served same on the Debtors prior to service (the "Initial Notice Parties").

38. Prior to the hearing on the requested Interim Order, the Debtors will provide notice of this Cash Collateral Motion and the requested Interim Order by telecopy, electronic mail, overnight delivery service, hand delivery or regular mail, to the Initial Notice Parties and all unions representing employees of the Debtors.

39. Within five (5) business days following entry of the Interim Order, the Debtors propose to provide notice of the Cash Collateral Motion, and a copy of the Interim Order and notice of the final hearing, by mail to each of the Initial Notice Parties and, without duplication, to (i) parties who have filed a request for service prior to such date, and (ii) counsel to any Committee. The Debtors request that the Court consider such notice of the Final Hearing to be sufficient notice under Bankruptcy Rule 4001(b).

40. Debtors request that the Interim Order provide that objections to the proposed Final Order (which will be filed with the Court by the Debtors no later than three (3) days before the Final Hearing), shall be in writing and served upon counsel for the Debtors, the United States Trustee, and the Committee (if then formed), no later than 4:00 p.m. EST, two (2) days prior to the Final Hearing.

NO PRIOR REQUEST

41. No previous request for the relief sought in this Cash Collateral Motion has been made to this Court in these Chapter 11 Cases.

WHEREFORE, the Debtors respectfully request that the Court (i) enter a Bridge Order in the form attached hereto as Exhibit A authorizing the immediate use of Cash Collateral on the terms and conditions set forth in the proposed Bridge Order, (ii) schedule a “first day” hearing on the proposed Interim Order on October 27, 2004 and enter an Interim Order in substantially the form attached hereto as Exhibit B authorizing the interim use of Cash Collateral on the terms and conditions set forth in the proposed Interim Order, and scheduling a Final Hearing on the Cash Collateral Motion for no later than November 23, 2004; (iii) at the Final Hearing, enter an order authorizing the continued use of Cash Collateral on the terms and conditions set forth in the proposed order to be filed by Debtors with the Court no later than three (3) days before the Final Hearing; and (iv) grant such other and further relief as is just and proper.

Respectfully Submitted,

BAKER & DANIELS

By: /s/Terry E. Hall

Attorneys for the Debtors and Debtors-in-Possession

James M. Carr (#3128-49)
Terry E. Hall (#22041-49)
Stephen A. Claffey (#3233-98)
Melissa M. Hinds (#24230-49)
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204
Telephone: (317) 237-0300
Facsimile: (317) 237-1000
jim.carr@bakerd.com
terry.hall@bakerd.com
steve.claffey@bakerd.com
melissa.hinds@bakerd.com

Wendy W. Ponader (#14633-49)
Ponader & Associates, LLP
5241 North Meridian Street
Indianapolis, Indiana 46208
Telephone: (317) 496-3072
Facsimile: (317) 257-5776
wponader@ponaderlaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served this 26th day of October, 2004, by expedited service (facsimile, e-mail, and/or overnight delivery) on the attached list.

/s/Terry E. Hall

Name and Address of Served Party

AIR TRANSPORTATION STABILIZATION BOARD, BRIAN D JACKSON, DIR OFC OF FED LEN, CFO,
FEDERAL FINANCING BANK, BRIAN.JACKSON@DO.TREAS.GOV
AIR TRANSPORTATION STABILIZATION BOARD, DEPARTMENT OF TRANSPORTATION, BERNARD
F DIEDRICH, ESQ, UNITED STATES OF AMERICA, OFFICE OF GENERAL COUNSEL,
WASHINGTON, DC 20590
AIR TRANSPORTATION STABILIZATION BOARD, EVAN BORENSTEIN, CURTIS, MALLET - PREVOST,
GOLT & MOSL, EBORENSTEIN@CM-P.COM
AIR TRANSPORTATION STABILIZATION BOARD, LACHLAN W SEWARD, SR ADVISOR TO THE
FISCAL ASSIST, LACHLAN.SEWARD@DO.TREAS.GOV
AIR TRANSPORTATION STABILIZATION BOARD, MARK R DAYTON, EXECUTIVE DIRECTOR,
MARK.DAYTON@DO.TREAS.GOV
AIR TRANSPORTATION STABILIZATION BOARD, REGIS P MILAN, ASSOCIATE DIRECTOR, U S
DEPT OF TRANSPORTATION, REGIS.MILAN@OST.DOT.GOV
AIR TRANSPORTATION STABILIZATION BOARD, STEVEN REISMAN, CURTIS, MALLET - PREVOST,
GOLT & MOSL, SREISMAN@CM-P.COM
ALEXANDER W (ALEX) PHILLIP, THE BOEING COMPANY, ALEXANDER.W.PHILLIP@BOEING.COM
AMERICAN AIRLINES, BOB ALBERGOTTI, HANES & BOONE,
ROBERT.ALBERGOTTI@HAYNESBOONE.COM
AMERICAN AIRLINES, ROSE GACILOS, AMR LEASING, INC, 4333 AMON CARTER BLVD, MD 560S,
FT. WORTH, TX 76155
AMERICAN AIRLINES, SCOTT EVERETT, HANES & BOONE,
AMR LEASING CORPORATION, ATTN: PRESIDENT, 4333 AMON CTR BLVD, MD 5605, FORT
WORTH, TX 76155
AMR LEASING CORPORATION, ATTN: VP & GENERAL COUNSEL, 4333 AMON CTR BLVD, MD
5605, FORT WORTH, TX 76155
ANN LEAVINE, GE CAPITAL AVIATION SERVICES, INC, ANN.LEAVINE@GECAS.COM
ATA AIRLINES - CREDITORS, BARRY E BELDIN, SENIOR VP, UNION PLANTERS BANK,
BARRY.BELDIN@UNIONPLANTERS.COM
ATA FINANCIAL ADVISORS, MICHAEL J KENNELLY, MANAGING DIR, HURON CONSULTING
GROUP, MKENNELLY@HURONCONSULTINGGROUP.COM
ATA FINANCIAL ADVISORS, ROBERT OGLE, HURON CONSULTING GROUP,
ROGLE@HURONCONSULTINGGROUP.COM
ATA FINANCIAL ADVISORS, THOMAS J ALLISON, GRP MANAGING DIR, HURON CONSULTING
GROUP, TALLISON@HURONCONSULTINGGROUP.COM
ATA LABOR LAWYERS, JOHN J (JACK) GALLAGHER, ESQ, PAUL, HASTINGS, JANOFISKY &
WALKER L, JACKGALLAGHER@PAULHASTINGS.COM
ATA LABOR LAWYERS, JON A GEIER, ESQ, PAUL, HASTINGS, JANOFISKY & WALKER L,
JONGEIER@PAULHASTINGS.COM
ATA LABOR LAWYERS, KATHERINE A (KATIE) TRAXLER, ESQ, PAUL, HASTINGS, JANOFISKY &
WALKER L, KATIETRAXLER@PAULHASTINGS.COM
ATA LABOR LAWYERS, MARGARET H (MEG) SPURLIN, ESQ, PAUL, HASTINGS, JANOFISKY &
WALKER L, MEGSPURLIN@PAULHASTINGS.COM
ATTORNEYS FOR ABLECO FINANCE LLC, ADAM L HIRSCH, BANKRUPTCY ASSOC, SCHULTE
ROTH & ZABEL LLP, ADAM.HIRSCH@SRZ.COM
ATTORNEYS FOR ABLECO FINANCE LLC, ANDREW R GOTTESMAN, BANKRUPTCY ASSO,
SCHULTE ROTH & ZABEL LLP, ANDREW.GOTTESMAN@SRZ.COM
ATTORNEYS FOR ABLECO FINANCE LLC, DANIELLE M DEPALMA, FINANCE ASSOC, SCHULTE
ROTH & ZABEL LLP, DANIELLE.DEPALMA@SRZ.COM
ATTORNEYS FOR ABLECO FINANCE LLC, FREDERIC L RAGUCCI, FINANCE PARTNER, SCHULTE
ROTH & ZABEL LLP, FREDERIC.RAGUCCI@SRZ.COM
ATTORNEYS FOR ABLECO FINANCE LLC, WENDY J PERRY, FINANCE ASSOC, SCHULTE ROTH &
ZABEL LLP, WENDY.PERRY@SRZ.COM
ATTORNEYS FOR AIRTRAN, HOWARD E TURNER, ESQ, SMITH, GAMBRELL & RUSSELL, LLP,
HTURNER@SGRATL.COM
ATTORNEYS FOR ATA - CONFLICT COUNSEL, JERALD ANCEL, ESQ, SOMMER BARNARD
ATTORNEYS, PC, JANCEL@SBALAWYERS.COM

Name and Address of Served Party

ATTORNEYS FOR ATA - CONFLICT COUNSEL, MARLENE REICH, ESQ, SOMMER BARNARD
ATTORNEYS, PC, REICH@SBALAWYERS.COM
ATTORNEYS FOR ATA, DAVID A. FOSTER, ESQ, BAKER & DANIELS,
ATTORNEYS FOR ATA, EDWARD E. (TED) HOLLIS III, ESQ, BAKER & DANIELS,
EDWARD.HOLLIS@BAKERD.COM
ATTORNEYS FOR ATA, JAMES M CARR, ESQ, BAKER & DANIELS, JIM.CARR@BAKERD.COM
ATTORNEYS FOR ATA, JEFFREY C NELSON, ESQ, BAKER & DANIELS,
JEFFREY.NELSON@BAKERD.COM
ATTORNEYS FOR ATA, LEAH SCHLESINGER, ESQ, BAKER & DANIELS,
LEAH.SCHLESINGER@BAKERD.COM
ATTORNEYS FOR ATA, MELISSA M (MISSY) HINDS, ESQ, BAKER & DANIELS,
MELISSA.HINDS@BAKERD.COM
ATTORNEYS FOR ATA, ROBERT K STANLEY, ESQ, BAKER & DANIELS,
ROBERT.STANLEY@BAKERD.COM
ATTORNEYS FOR ATA, SARAH B LAUGHLIN, PARALEGAL, BAKER & DANIELS,
SARAH.LAUGHLIN@BAKERD.COM
ATTORNEYS FOR ATA, STEPHEN A CLAFFEY, ESQ, BAKER & DANIELS,
STEVE.CLAFFEY@BAKERD.COM
ATTORNEYS FOR ATA, TERRY E HALL, ESQ, BAKER & DANIELS, TERRY.HALL@BAKERD.COM
ATTORNEYS FOR ATA, WENDY W PONADER, ESQ, PONADER & ASSOCIATES, LLP,
WPONADER@PONADERLAW.COM
ATTORNEYS FOR BOEING CAPITAL CORPORATION AND THE B, DOUGLAS S MACBAIN, ESQ,
PERKINS COIE LLP, DMACBAIN@PERKINSOIE.COM
ATTORNEYS FOR GE CAPITAL AVIATION SERVICES, INC, ALAN K MILLS, ESQ, BARNES &
THORNBURG LLP, ALAN.MILLS@BTLAW.COM
ATTORNEYS FOR GE CAPITAL AVIATION SERVICES, INC, S SCOTT PAREL, ESQ, WEIL, GOTSHAL
& MANGES LLP, SCOTT.PAREL@WEIL.COM
ATTORNEYS FOR GE CAPITAL AVIATION SERVICES, INC., ELIZABETH H EVANS, ESQ, WEIL,
GOTSHAL & MANGES LLP, ELIZABETH.EVANS@WEIL.COM
ATTORNEYS FOR GE CAPITAL AVIATION SERVICES, INC., RICHARD P KRASNOW, ESQ, WEIL,
GOTSHAL & MANGES LLP, RICHARD.KRASNOW@WEIL.COM
ATTORNEYS FOR GE CAPITAL AVIATION SERVICES, INC., SCOTT E COHEN, ESQ, WEIL, GOTSHAL
& MANGES LLP, SCOTT.E.COHEN@WEIL.COM
ATTORNEYS FOR U.S. DEPARTMENT OF TRANSPORTATION, DANIEL R LENIHAN, ESQ, CURTIS,
MALLET-PREVOST, GOLT & MOSL, DLENIHAN@CM-P.COM
ATTORNEYS FOR UNION PLANTERS BANK, JOHATHAN B ABELS, ESQ, DANN PECAR NEWMAN &
KLEIMAN PC, JABELS@DANNPECAR.COM
AVIATION FINANCIAL SERVICES, DECLAN KELLY/JOHN BOYLE, C/O GE CAPITAL CORP, 200 HIGH
RIDGE RD, STAMFORD, CT 06927-4900
BANK OF AMERICA, ROBERT MERRILL, M/S RI DE 03708C, ONE FINANCIAL PLAZA, PROVIDENCE,
RI 2903
BANKERS TRUST OF NEW YORK, DECLAN KELLY/JOHN BOYLE, C/O GE CAPITAL CORP, 200
HIGH RIDGE RD, STAMFORD, CT 06927-4900
BILL CERNEY, CHICAGO DEPT OF REVENUE, WCERNEY@CI.CHI.IL.US
BILL JENNINGS, GREATER ORLANDO AVIATION AUTH, BJENNINGS@GOAA.ORG
BMC, MYRTLE JOHN, 1330 E FRANKLIN AVE, EL SEGUNDO, CA 90245
BMC, TINAMARIE FEIL, 1330 E FRANKLIN AVE, EL SEGUNDO, CA 90245
BRIAN HUNT, ESQ, ATA HOLDINGS CORP, BRIAN.HUNT@IFLYATA.COM
CARLOS TRUEBA, AEROPUERTO DE CANCUN, SA DE CV, CTRUEBA@ASUR.COM.MX
CHARLES T CLEAVER, ATA HOLDINGS CORP, CHARLES.CLEAVER@IFLYATA.COM
CITIBANK NA AS AGENT FOR LENDER GRP, 2 PENNS WAY, SUITE 200, NEW CASTLE, DE 19720
CITY OF CHICAGO SFR BOND, WALTER K KNORR, CITY COMPTROLLER, CITY OF CHICAGO,
DEPT OF FINANCE, 121 NORTH LASALLE ST RM 501, CHICAGO, IL 60602
CITY OF CHICAGO, RUBIN & LEVIN, P.C., ELLIOT D. LEVIN, 500 MAROTT CENTER, 342
MASSACHUSETTS AVENUE, INDIANAPOLIS, IN 46204-2161
CODE PLUS, 2810 OLD LEE HWY STE 305, FAIRFAX, VA 22031-4376
COMMISSIONER JOHN ROBERSON, DEPARTMENT OF AVIATION, JROBERSON@OHARE.COM

Name and Address of Served Party

COUNSEL FOR WELLS FARGO FOOTHILL - POSSIBLE DIP LE, ANDREW M KRAMER, ESQ,
OTTERBOURG, STEINDLER, HOUSTON & RO, AKRAMER@OSHR.COM
CRAIG SIMON, MICHAEL LEWIS COMPANY, CRAIG.SIMON@MLCO.COM
DAVID COTTON, CFO, FLYING FOOD GROUP, DCOTTON@FLYINGFOOD.COM
DECLAN KELLY, VICE PRESIDENT, GE CAPITAL AVIATION SERVICES, INC,
DECLAN.KELLY@GECAS.COM
DEUTSCHE BANK TRUST CO AMERICAS, GRANT LEVY, C/O ILFC, 1999 AVENUE OF THE STARS
39TH FL, LOS ANGELES, CA 90067-6022
DIANE PEARSON-COLLECTIONS COORDINAT, DRIESSEN AIRCRAFT INTERIOR SYSTEMS,
DIANE.PEARSON@DRIESSENUSA.COM
DONNA COLES, GATE GOURMET, DCOLES@GATEGOURMET.COM
DVF WIRE DEPOSITORY, DECLAN KELLY, C/O GE CAPITAL CORP, 200 HIGH RIDGE RD,
STAMFORD, CT 06927-4900
ESTHER TRYBAN TELSER, SNR COUNSEL, CITY OF CHICAGO; DEPARTMENT OF LAW,
ETRYBANTELSE@CITYOFCHICAGO.ORG
FIRSTAR BANK, NA, LEGAL DEPT, 425 WALNUT ST, ML: CN-WN-08EF, CINCINNATI, OH 45069
GATX THIRD AIRCRAFT CORP, DAVID THOMPSON, C/O LASALLE BANK, P O BOX LL, CHICAGO, IN
60690-9882
GECC, DECLAN KELLY, 10 RIVERVIEW DR, DANBURY, CT 06810-6268
GEORGE SAN JOSE, SAN JOSE ADVERTISING GROUP, GSANJOSE@SJADV.COM
GEORGE VASIOS, SECURITIES AND EXCHANGE COMMISSION, VASIOSG@SEC.GOV
GILBERT D VIETS, ATA HOLDINGS CORP, GILBERT.VIETS@IFLYATA.COM
GRANT LEVY, INTERNATIONAL LEASE FINANCE CORPORA, GLEVY@ILFC.COM
INTERNAL REVENUE SERVICE, 574 N. PENNSYLVANIA STREET, ROOM 573, STOP W1665,
INDIANAPOLIS, IN 46204
INTERNAL REVENUE SERVICE, IRS INSOLVENCY GROUP 2, 5014 CHI, 230 S DEARBORN ST RM
2560, CHICAGO, IL 60604
INTERNATIONAL LEASE FINANCE CORPORA, GRANT LEVY, 1999 AVENUE OF THE STARS 39TH
FL, LOS ANGELES, CA 90067-6022
J GEORGE MIKELSONS, ATA HOLDINGS CORP, GEORGE.MIKELSONS@ATTGLOBAL.NET
JAMES E. CARLBERG, BOSE MCKINNEY & EVANS LLP, JCARLBERG@BOSELAW.COM
JAMES J JESSUP, THE BOEING COMPANY, JAMES.J.JESSUP@BOEING.COM
JAMES M PECK, BANKRUPTCY PARTNER, SCHULTE ROTH & ZABEL LLP,
JASON DANFORTH - ACCOUNT TEAM LEADE, HONEYWELL AEROSPACE SERVICES,
JASON.DANFORTH@HONEYWELL.COM
JEANNE OLLER, WILMINGTON TRUST COMPANY, JOLLER@WILMINGTONTRUST.COM
JERRY K MILES, JR , ESQ, BOEING CAPITAL CORP, LEGAL DEPT, JERRY.K.MILES@BOEING.COM
JIM HLAVACEK, ATA HOLDINGS CORP, JIM.HLAVACEK@IFLYATA.COM
JIM KUBIAK, PARTNER, KGD SYSTEMS, JIM@KGDSYSTEMS.COM
JOHN A SLOWIK, CITIGROUP GLOBAL MARKETS, INC, JOHN.SLOWIK@CITIGROUP.COM
JOHN F GRIER, CITIGROUP GLOBAL MARKETS, INC, JOHN.F.GRIER@CITIGROUP.COM
JOHN HANCOCK LEASING CORPORATION, DAVID SANTOM, C/O JOHN HANCOCK LEASING, 200
CLARENDON ST, T-33, BOSTON, MA 2117
JOHN W (JACK) SCHULTZ, ATA HOLDINGS CORP, JACK.SCHULTZ@IFLYATA.COM
JON YARD ARNASON, VEDDER PRICE, JARNASON@VEDDERPRICE.COM
JONI WILLIAMS, KELLY SCOTT AND MADISON INC, JWILLIAM@KSMMEDIA.COM
JORDAN S WELTMAN, BOEING CAPITAL CORPORATION, JORDAN.S.WELTMAN@BOEING.COM
KATHY RACER, CITIBANK, N.A., AS AGENT FOR LENDER, KATHLEEN.C.RACER@CITIGROUP.COM
KEITH RYAN, PRESIDENT, AIRCRAFT SERVICE INTERNATIONAL, KEITH.RYAN@ASIG.COM
KEVIN P. DEMPSEY, US TRUSTEE, KEVIN.P.DEMPSEY@USDOJ.GOV
KEYBANK, BARNEY FUNK, 54 STATE ST, ALBANY, NY 12207
KEYCORP LEASING, BARNEY FUNK, 54 STATE ST, ALBANY, NY 12207
LARRY TIBERIO, HAMILTON SUNDSTRAND, LARRY.TIBERO@HS.UTC.COM
LASALLE NATIONAL BANK, BARRY BELDIN, P O BOX LL, CHICAGO, IL 60690-9882

Name and Address of Served Party

LORRAINE GRAINGER, AVIATION SERVICE, AER RIAN TA SHANNON,
LORRAINE.GRAINGER@AER-RIANTA.IE
MARK KRIESCHEN, WGN AM RADIO, MKRIESCHEN@TRIBUNE.COM
MARTY SCHULTZ, PRESIDENT, SAAB AIRCRAFT OF AMERICA, LLC, MSCHULTZ@SAAIUS.COM
MICHAEL CHEN, MANAGING DIRECTOR, GE CAPITAL AVIATION SERVICES, INC,
MICHAEL.CHEN@GE.COM
MICHAEL JACKSON, GE CAPITAL AVIATION SERVICES, INC, MICHAEL.JACKSON@GECAS.COM
MICHAEL KENNEDY, VICE PRESIDENT NAT, US BANK, MICHAEL.KENNEDY@USBANK.COM
MICHAEL L KRIEDBERG, EXEC VP, GE CAPITAL AVIATION SERVICES, INC,
MICHAEL.KRIEDBERG@GECAS.COM
MIKE MCCRAY, AON RISK SERVICES, MIKE_MCCRAY@ARS.AON.COM
NANCY BRYSON, DIRECTOR, CITIGROUP GLOBAL MARKETS, INC,
NANCY.BRYSON@CITIGROUP.COM
NATIONAL CITY BANK, BINGHAM MCHALE LLP, THOMAS C. SCHERER, 2700 MARKET TOWER, 10
W. MARKET ST, INDIANAPOLIS, IN 46204-4900
PHYLISS HASEN, WELLS FARGO FOOTHILL, PHASEN@WFFOOTHILL.COM
PROVIDENT BANK, F RICHARD BLANKENSHIP, ONE NATIONAL CITY SQUARE, LOCATOR 60-
400S, INDIANAPOLIS, IN 46255
REGINALD MORRIS, ROCKWELL COLLINS INC, RDMORRIS@ROCKWELLCOLLINS.COM
RICHARD MAGURNO, AIRTRAN AIRWAYS, RICHARD.MAGURNO@AIRTRAN.COM
ROBERT MERILL, BANK OF AMERICA, ROBERT_E_MERRILL@FLEETCL.COM
ROBERT MERILL, UNION PLANTERS BANK, NA, WILLIAM.PERRY@UPBNA.COM
SCOTT NIELSEN, WELLS FARGO BANK NORTHWEST, N.A.,
SCOTT SCHERER, VP/GEN MGR, BOEING CAPITAL CORPORATION,
SEAN FRICK, ATA HOLDINGS CORP, SEAN.FRICK@IFLYATA.COM
SECURITIES AND EXCHANGE COMMISSION, SEC DIVISION OF INVESTMENT MANAGEMEN, 450
5TH STREET, NW, WASHINGTON, DC 20549
SONIA U CHAE, SECURITIES AND EXCHANGE COMMISSION, CHAES@SEC.GOV
STANLEY J GADEK, AIRTRAN AIRWAYS, STAN.GADEK@AIRTRAN.COM
STATE ST BANK AND TRUST CO OF CT NA, CORPORATE TRUST ADMIN, 225 ASYLUM ST,
HARTFORD, CT 6103
SUMMIT BANK, 750 WALNUT AVENUE, CRANFORD, NJ 07016
THERESA MARINO, BOEING COMMERCIAL AIRPLANE GRP, THERESA.C.MARIANO@BOEING.COM
TIM CRANSTON, MOORE WALLACE NORTH AMERICA INC, TIM.CRANSTON@RRD.COM
TIM GREEN, FINANCE ASSOC, SCHULTE ROTH & ZABEL LLP, TIM.GREEN@SRZ.COM
TRACY BARE, DFAS-CO / FPS / F, TRACY.BARE@DFAS.MIL
UNION PLANTERS BANK, N.A., BARRY.BELDIN@UNIONPLANTERS.COM
US BANCORP LEASING & FINANCIAL, LEGAL DEPT, 7659 SW MOHAWK ST, PO BOX 2177,
TUALATIN, OR 97062-2177
WACHOVIA BANK, STEVEN A FINKLEA, CORPORATE TRUST GROUP (DE7475), ONE RODNEY SQ,
920 KING ST, STE 102, WILMINGTON, DE 19801
WELLS FARGO BANK MINNESOTA, N.A., ATTN: CORPORATE TRUST SVCS, WF 8113,
MINNEAPOLIS, MN 55485-8113
WELLS FARGO BANK NORTHWEST, N.A., CORPORATE TRUST DEPT, 79 SOUTH MAIN ST, SALT
LAKE CITY, UT 84111
WILMINGTON TRUST, JEANNE OLLER, CORPORATE TRUST ADMIN - RISK UNIT, 1100 N MARKET
ST, WILMINGTON, DE 19890-0001
WISTY MALONE, ATA HOLDINGS CORP, SEAN.FRICK@IFLYATA.COM
YOGEN SHAH, HEXAWARE, YSHAW@HEXAWARE.COM

Subtotal for this group: 142

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