

Exhibit A

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

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

**BRIDGE ORDER AUTHORIZING DEBTORS' USE OF CASH COLLATERAL,
(II) PROVIDING ADEQUATE PROTECTION AND (III) SCHEDULING AN
INTERIM HEARING ON FURTHER USE OF CASH COLLATERAL**

Upon the Debtors' First Day Cash Collateral Motion (the "Cash Collateral Motion"),¹ wherein the Debtors moved this Court for, among other things, the entry of a bridge order authorizing the Debtors' use of cash collateral on an emergency basis (the "Bridge Relief"), and after notice and a hearing on the Bridge Relief, the Court finds, subject to the terms and conditions hereof, that (i) the Bridge Relief requested in the Cash Collateral Motion is in the best interests of the Debtors, their estates and their creditors; (ii) the Bridge Relief requested in the Cash Collateral Motion is necessary to provide the Debtors with sufficient cash to continue normal operations and to preserve the going concern value of their businesses until the hearing on the interim order (as defined below); (iii) for purposes of the Bridge Relief due and proper notice has been given, and no other or further notice is necessary with respect to the Bridge Relief; and (iv) upon the record herein, after due deliberation thereon, good and sufficient cause exists for the granting of the Bridge Relief as set forth herein.

THEREFORE:

THE COURT HEREBY FINDS AND CONCLUDES THAT:

Background

A. On October 26, 2004 (the "Petition Date"), the Debtors commenced these chapter 11 cases (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").

B. 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

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Cash Collateral Motion.

Code. No trustee or examiner has been appointed in the Chapter 11 Cases, and no official committee of unsecured creditors or other statutory committee (an "Official Committee") has been formed as of the hearing on the Bridge Relief.

C. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334 and S.D. Ind. L.R. 83.8, over the Chapter 11 Cases, and over the persons and property affected hereby. Consideration of the Cash Collateral Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are sections 105, 361, 363 and 507 of the Bankruptcy Code and Bankruptcy Rule 4001 (a), (b) and (d). Venue of the Chapter 11 Cases in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

The ATSB Loan and Cash Collateral

D. 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 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 Tranche B Lender participated a portion of the Tranche B Loan to certain participants, including, but not limited to, AFS Investments XII, Inc. and International Lease Finance Corporation. Hereinafter, all participants in the Tranche B Loan

shall be referred to as the "Tranche Loan B Participants." The Lenders, the Tranche B Loan Participants, the Agents and the Air Transportation Stabilization Board (the "ATSB") are collectively referred to hereinafter as the "ATSB Lender Parties."

E. 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 as of November 20, 2002 (the "Subsidiary Guarantee").

F. The ATSB Loan is collateralized pursuant to a certain Mortgage and Security Agreement, dated as of November 20, 2002 (the "Security Agreement"). The collateral 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, including a portion of the cash in the bank accounts of ATA (collectively, the "Pre-

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

Petition Collateral").³ Citibank serves as the collateral agent (the "Collateral Agent") for the ATSB Lender Parties.

G. The Appraised Collateral consists of certain spare parts and 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), constitute "cash collateral" under Section 363(a) of the Bankruptcy Code.

H. The Pledged Accounts consist of essentially all of ATA's "Accounts" (as defined in the Security Agreement) and the proceeds thereof 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 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

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.

after the Petition Date from payment or collection of the Pledged Accounts shall constitute "cash collateral" under Section 363(a) of the Bankruptcy Code.

I. In accordance with Section 552(b) of the Bankruptcy Code, the Pre-Petition Collateral includes, without limitation, all proceeds, products and profits of the Pre-Petition Collateral, whether existing before or after the commencement of the Chapter 11 Cases. "Available Cash" shall consist of ATA's cash and Cash Equivalents that are property of ATA's estate, and that are free of liens of any party (other than liens in favor of the ATSB Lender Parties) but exclusive of cash being held by ATA for the purpose of providing for the payment of taxes, government charges and employee-related taxes and charges (the "Trust Funds")⁴. The

⁴ For the avoidance of doubt, the term Trust Funds as used in this Bridge Order includes (a) federal income tax withholding and backup withholding tax, employment taxes, transportation excise taxes and security related charges, including (i) federal payroll withholding taxes, as described in Sections 3101, 3111 and 3402 of the Internal Revenue Code; (ii) federal Unemployment Tax Act taxes, as described in Chapter 23 of Subtitle C of the Internal Revenue Code; (iii) federal air transportation excise taxes, as described in Sections 4261 and 4271 of the Internal Revenue Code; (iv) federal security charges, as described in Title 49 of the Code of Federal Regulations of 2002 (referred to in this definition as the "CFR"), Chapter XII, Part 1510; (v) federal Animal and Plant Health Inspection Service of the United States Department of Agriculture ("APHIS") user fees, as described in 21 U.S.C. § 136a (2002) and 7 CFR § 354.3; (vi) federal Immigration and Naturalization Service (INS) fees, as described in 8 CFR Part 286; (vii) federal customs taxes as described in 19 U.S.C. § 58c; and (viii) federal jet fuel taxes as described in Sections 4091 and 4092 of the Internal Revenue Code collected on behalf of and owed to the federal government, (b) any and all state and local income tax withholding, employment taxes and related charges and fees and similar taxes, charges and fees, including, but not limited to, state and local payroll withholding taxes, unemployment and supplemental unemployment taxes, disability taxes, workman's or workers' compensation charges and related charges and fees that are analogous to those described in Subtitle C of the Internal Revenue Code and that are described in or are analogous to Chapter 23 of Title 19 Delaware Code Annotated (2002) (referred to in this definition as "D.C.A.") collected on behalf of and owed to state and local authorities, agencies and entities, (c) Passenger Facility Fees and Charges as described in 49 U.S.C. § 40117 (2002) and Title 14 of the CFR, Subchapter 1, Part 158 collected on behalf of and owed to various administrators, institutions, authorities, agencies and entities and (d) voluntary and/or other non-statutorily required employee payroll deductions, whether authorized by the employee, imposed by court order, agreed to pursuant to collective bargaining arrangement or otherwise, including (i) employee contributions made for the purpose of participating in any employer-sponsored retirement plan as described and defined in Section 401(k) of the Internal Revenue Code (including repayment of any 401(k) related loans made to the employee but excluding any funds matched and/or contributed by the employer on behalf of any employee), (ii) employee payments made for the purpose of participating in any employer-sponsored medical, dental or related health plan, (iii) employee payments made for the purpose of satisfying periodic union dues, (iv) employee payments made for the purpose of purchasing United States Savings Bonds, (v) employee payments made for the purpose of making deposits to an account at or making repayment of an extension of credit from an employer-associated credit union, (vi) employee payments made for the purpose of purchasing life, accident, disability or other insurance, (vii) employee payments made for the purpose of participating in any employer-sponsored cafeteria plan as described and defined in Section 125 of the Internal Revenue Code, (viii) employee-directed donations to charitable organizations and (ix) levies, garnishments and other attachments on employee compensation (as

ATSB Lender Parties contend, and the Debtors acknowledge and agree, that as of the Petition Date, substantially all of the Available Cash is the proceeds, products and profits of other Pre-Petition Collateral of the ATSB Lender Parties.

J. The Debtors acknowledge and agree that ninety-five percent (95%) of the Available Cash held on the Petition Date (the "Petition Date Cash Collateral") together with any cash or Cash Equivalent proceeds of the Pre-Petition Collateral received after the Petition Date shall constitute "cash collateral" under Section 363(a) of the Bankruptcy Code (the "Cash Collateral"). The Debtors acknowledge and agree that on the Petition Date ATA had no less than \$27,800,000 in Available Cash of which no less than \$26,500,000 was Petition Date Cash Collateral.

K. As of September 30, 2004, the Collateral Value (as calculated under the Loan Agreement) of the Appraised Collateral was not less than \$50,000,000. The value of the Appraised Collateral has not changed since September 30, 2004. On the Petition Date, the value of the Pledged Accounts aggregated not less than \$40,000,000. The Debtors acknowledge and agree that approximately \$5,400,000 of aviation fuel that the Debtors purchased on or around October 22, 2004 on a forward basis, including all rights associated therewith, constitutes proceeds of the ATSB Lender Parties' Pre-Petition Collateral and therefore is part of the ATSB Lender Parties' Pre-Petition Collateral.

L. On the Petition Date, the outstanding principal balance on the ATSB Loan was approximately \$139,900,000 plus accrued but unpaid interest (together with all fees,

described in Sections 6305 and 6331 of the Internal Revenue Code, in Section 4913 of Title 10 of D.C.A. or in any analogous provision of other applicable federal, state or local law) collected on behalf of any Governmental Authority or any other Person authorized to receive funds of the type described in this clause (d).

charges, expenses accrued or to accrue, and which are payable in accordance with the Loan Agreement, the "ATSB Loan Obligations").

M. The Debtors acknowledge and agree that (i) the ATSB Loan and the ATSB Loan Obligations constitute legal, valid and binding obligations of the Debtors, enforceable in accordance with the terms of the Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (ii) no offsets, defenses or counterclaims exist to the currently outstanding ATSB Loan Obligations, and (iii) no portion of the ATSB Loan Obligations is subject to avoidance, subordination or disallowance pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

N. The Debtors further acknowledge and agree that proceeds received after the Petition Date from the payment or collection of Pledged Accounts will constitute Cash Collateral under section 363(a) of the Bankruptcy Code.

O. The Debtors acknowledge and agree that the ATSB Lender Parties also possess valid, perfected, and enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code) first priority liens and security interests, not subject to avoidance or subordination, in collateral in addition to the Cash Collateral.

P. An immediate need exists for the Debtors to have access to the Cash Collateral in order to continue their operations, meet their payroll and other necessary, ordinary course business expenditures, acquire goods and services, administer and preserve the value of their estates, maintain adequate access to cash in amounts customary and necessary for companies of this size in this industry to maintain customer and vendor confidence, pursue a restructuring transaction and progress toward successful emergence from the Chapter 11 Cases. The ability of the Debtors to finance their operations by way of working capital requires their access to their cash resources, the absence of which would immediately and irreparably harm the

Debtors, their estates, and their creditors. The Debtors require these cash resources to operate their businesses, to preserve the confidences of vendors, suppliers and customers, and to preserve the going concern value of their businesses.

Q. The Debtors have requested, pursuant to section 363(c) of the Bankruptcy Code, that the ATSB Lender Parties consent to the Debtors' use of Cash Collateral and use, sale and lease of other Pre-Petition Collateral pursuant to the terms and conditions of this Bridge Order (as defined below) during the Bridge Cash Collateral Period (as defined below). The Debtors acknowledge and agree that the ATSB Lender Parties are entitled to adequate protection pursuant to sections 361 and 363(e) of the Bankruptcy Code with respect to the Cash Collateral and the other Pre-Petition Collateral, including, without limitation, compensation to such ATSB Lender Parties for any loss or diminution in the value of the Cash Collateral or other Pre-Petition Collateral resulting from the Debtors' use of the Cash Collateral, the use, sale or lease of other Pre-Petition Collateral and the imposition of the automatic stay during the Bridge Cash Collateral Period.

R. Prior notice of the hearing (the "Bridge Hearing") for the entry of the Bridge Order and the relief requested in the Cash Collateral Motion, was given by telecopy, electronic mail, overnight delivery service, hand delivery or regular mail, to (i) the office of the United States Trustee for the Southern District of Indiana, (ii) Citibank as Collateral Agent, Agent, and Tranche B Lender and counsel, (iii) the Tranche A Lenders and counsel, (iv) the ATSB as guarantor of the Tranche A Loan and counsel, (v) the United States Department of Justice, and (vi) the office of the United States Attorney for the Southern District of Indiana (the "Bridge Notice Parties"). Requisite, due and proper notice has been provided in accordance with Bankruptcy Rule 4001, which notice is sufficient for all purposes under the Bankruptcy Code and no other notice need be provided for entry of this Bridge Order.

S. The Debtors have requested immediate entry of this order approving the Bridge Relief (the "Bridge Order") pursuant to Bankruptcy Rule 4001(b)(2), and the undersigned ATSB Lender Parties have consented to such relief. Good and sufficient cause has been shown for the entry of this Bridge Order.

NOW, based upon the Cash Collateral Motion of the Debtors and the record before this Court with respect to the Cash Collateral Motion made by the Debtors, and good cause appearing therefor,

IT IS ORDERED, ADJUDGED AND DECREED that:

(1) The Cash Collateral Motion is GRANTED with respect to the Bridge Relief.

Period of Bridge Relief

(2) Any provision of the Bankruptcy Code or the Bankruptcy Rules notwithstanding, this Bridge Order shall take effect immediately upon signature and shall remain in effect until 8:00 p.m. (Central Standard Time) on October 29, 2004, or the entry or denial of an interim order authorizing the Debtors continued use of Cash Collateral (such period being referred to as the "Bridge Cash Collateral Period").

Authorized Use of Cash Collateral

(3) The Debtors are hereby authorized to use Cash Collateral during the Bridge Cash Collateral Period, subject to the conditions and limitations set forth herein.

(4) The Debtors may use Cash Collateral during the Bridge Cash Collateral Period to pay the ordinary and reasonable expenses of operating their businesses, including, without limitation, payroll and benefit expenses. The Debtors may also utilize Cash Collateral during the Bridge Cash Collateral Period to make payments authorized under other orders entered by this Court.

**Adequate Protection for ATSB Lender Parties
for Debtors' Use of Cash Collateral**

(5) On account of the Debtors' use of Cash Collateral, their use, sale or lease of the other Pre-Petition Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, in each case during the Bridge Cash Collateral Period, the ATSB Lender Parties are hereby granted the following adequate protection pursuant to sections 361 and 363(e):

(a) The Debtors hereby grant, assign and pledge to the Collateral Agent, for the ratable benefit of the ATSB Lender Parties, valid, perfected and enforceable liens and security interests (the "Replacement Liens") in (i) all property owned or leased by any of the Debtors as of the Petition Date in which the Collateral Agent does not already hold a valid, enforceable and perfected lien or security interest and the proceeds therefrom, (ii) all property which becomes part of the Debtors' estates on or after the Petition Date and the proceeds therefrom other than "Excluded Assets" (as defined below) (collectively (i) and (ii), the "Replacement Collateral"),⁵ which property shall include, without limitation, any interests any

⁵ Notwithstanding any other term or provision of this Bridge Order, the Replacement Collateral shall not, for the avoidance of doubt, include (i) any assets which are governed by trust agreements and do not constitute property of the Debtors' estates, (ii) passenger facility charges ("PFCs") collected by the Debtors or the Debtors' agents pursuant to 49 U.S.C. § 40117 and 14 C.F.R. part 158, whether or not such PFCs are held in a trust account; (iii) passenger inspection user fees ("User Fees") collected by the Debtors or the Debtors' agents pursuant to 21 U.S.C. § 136a, 8 U.S.C. § 1356, and/or 19 U.S.C. § 58c, whether or not such User Fees are held in a trust account; (iv) security service fees ("Security Service Fees") collected by the Debtors or the Debtors' agents pursuant to 49 C.F.R. part 1510, whether or not such Security Service Fees are held in a trust account; (v) any deposit or reserve delivered by a Debtor to a Section 1110 Beneficiary (as defined below) in connection with the purchase, financing or lease of a Section 1110 Asset (as defined below); provided, that (a) notice to the ATSB Lender Parties shall be required before the Debtors deliver any such deposit or reserve after the Petition Date, pursuant to a pre-petition Section 1110 Agreement (as defined below) (it being understood that the Debtors' failure to provide notice to the ATSB Lender Parties of the delivery of any such required deposit or required reserve shall not be a condition to such delivery, prevent such delivery, or affect the efficacy of such delivery, of such required deposit or required reserve, but may constitute an event of default under section 10 hereof), and (b) the Replacement Liens attach automatically to any reversionary or residual interest any Debtor may have in any such deposit or reserve upon the satisfaction of the obligations secured thereby; and (vi) any third party assets that are subject to a valid consignment or bailment under the law of the applicable jurisdiction. To the extent that the Debtors are required by applicable statute or regulation, or order of the Court, to segregate any of such PFCs, User Fees or Security Service Fees, the Debtors shall comply with such requirements and shall not

Debtor has in (A) the BATA Accounts and the Excluded Equipment Rents Accounts, (B) any accounts receivable generated by the Debtors on or after the Petition Date (other than Card Receivables), and (C) any cash or Cash Equivalents acquired by the Debtors on or after the Petition Date, which cash or Cash Equivalents shall be deemed Cash Collateral and subject to the protections of section 363 of the Bankruptcy Code; provided, however, that such Replacement Liens shall not extend or apply to any interest of the Debtors in (i) any aircraft or engine (other than the Aircraft Collateral), including all parts substitutions, renewals and replacements of, improvements, accessions and accumulations incident to each such aircraft or engine to the extent any such asset constitutes equipment within the scope of section 1110(a) of the Bankruptcy Code (all of the foregoing, other than the Aircraft Collateral, being referred to as "Section 1110 Assets"); (ii) any other assets with respect to which the granting of any such Replacement Lien would cause a default, directly or indirectly, of any Section 1110 Agreement (as defined below), other than a default arising from a negative pledge or similar provision in any such Section 1110 Agreement with respect to otherwise unencumbered property; (iii) deposits of cash and Cash Equivalents, made by the Debtors in the ordinary course of business, of the type described in clause (iii) of the definition of "Permitted Encumbrances" in the Loan Agreement; provided, further, that (A) the Replacement Liens shall attach automatically to any reversionary or residual interest the Debtors may have in such deposits upon the satisfaction of the obligations secured by such deposits, and (B) such deposits shall not constitute Available Cash for the purposes of this Bridge Order. The Excluded Assets are (i) any retainers paid or deposited before the Petition Date by Debtors to or with their professionals for professional services and

commingle any such funds or amounts with the Available Cash and shall hold such funds in separate accounts. For the avoidance of doubt, any such funds described in clauses (i) through (v) above shall not constitute Cash Collateral or Available Cash for the purposes of this Bridge Order.

expense reimbursement in connection with these Chapter 11 Cases; provided, however, that the Replacement Liens attach automatically to any reversionary or residual interest any Debtor may have in such retainer; (ii) any avoidance or other actions or recoveries thereon under Sections 544 through 550 of the Bankruptcy Code or similar actions or recoveries under applicable state law; (iii) any Trust Funds; and (iv) Card Receivables.⁶ For the avoidance of doubt, the Replacement Liens conveyed hereunder shall attach to all of the Pre-Petition Collateral and all proceeds and replacements thereof, including, without limitation, any of the Pre-Petition Collateral which constitutes Section 1110 Assets. The Replacement Liens granted hereunder shall be limited in amount to the aggregate diminution in value of the interests of the ATSB Lender Parties in the Pre-Petition Collateral and Cash Collateral during the Bridge Cash Collateral Period (the "Bridge Replacement Value").

(b) The Replacement Liens granted under this Bridge Order shall be valid, perfected, and enforceable against the Replacement Collateral as of the Petition Date without further filing or recording of any document or instrument or the taking of any further actions, and shall not be subject to dispute, avoidance or subordination as to the Bridge Replacement Value.

(c) The Replacement Liens granted hereunder shall be subject and subordinate in priority to any liens, security interests and other encumbrances, existing as of the Petition Date, or which attach to the Replacement Collateral after the Petition Date, that are valid, perfected, enforceable and unavoidable and that are otherwise senior to the pre-petition liens in favor of the ATSB Lender Parties.

⁶ For the avoidance of doubt, Card Receivables shall not include any reversionary or residual rights or interests the Debtors may have under the credit card processing agreements.

(d) The ATSB Loan Obligations are hereby granted and entitled to status as an administrative expense claim (the "Super-Priority Claim") pursuant to section 507(b) of the Bankruptcy Code, with priority over all other administrative expense claims. Such Super-Priority Claim shall be limited in amount to the Bridge Replacement Value.

Additional Provisions Governing Rights of the Parties

(6) The Debtors' ability to use Cash Collateral will terminate immediately upon the expiration of the Bridge Order as provided in section 2 hereof, other than due to the entry of an Interim Order.

(7) This Bridge Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon execution thereof.

NOTICE OF INTERIM HEARING

(8) Following entry of this Bridge Order, the Debtors shall immediately provide notice of the Cash Collateral Motion, and a copy of this Bridge Order and notice of the Interim Hearing, by mail to each of the Initial Notice Parties and the Debtors' thirty (30) largest unsecured creditors to the extent practicable and, without duplication, to (i) parties who have filed a request for service prior to such date, and (ii) counsel to all unions representing employees of the Debtors. Such notice shall constitute good and sufficient notice of the Interim Hearing.

(9) The Interim Hearing to consider the Cash Collateral Motion with respect to the Interim Order shall be held on October __, 2004 at __.m., at the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division, 116 U.S. Courthouse, 46 E. Ohio St., Indianapolis, IN 46204 before the Honorable _____, United States Bankruptcy Judge.

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