

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

In re:) Chapter 11
)
Chicago Express Airlines, et al.¹) Case No. 04-19866
) (Jointly Administered)
Debtors.)

MOTION FOR PAYMENT OF ADMINISTRATIVE CLAIM

Comes now the Evansville-Vanderburgh Airport Authority District, by counsel, Paul J. Wallace of the firm of Bowers Harrison, LLP, Evansville, Indiana, and would show the Court the following:

1. Each of the Debtors filed their Voluntary Petitions for Relief under Chapter 11 of Title 11 of the United States Code (11 U.S.C. § 101, et seq., as amended), on October 26, 2004 in the United States Bankruptcy Court of the Southern District of Indiana, Indianapolis Division.
2. Thereafter, the Debtors continued to operate their businesses as “Debtor-in-Possession” under the jurisdiction of the Bankruptcy Court.
3. After said filings, on the 10th day of January, 2005, the Debtor entered into an Air Transportation Services Agreement (the “Contract”) with the Movant and another

¹ The Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassadors Travel Club, Inc. (04-19869), ATA Leisure Corp. (04-19870), Amber Travel, Inc. (04-19871), American Trans Air Execujet, Inc. (04-19872), ATA Cargo, Inc. (04-19873), and Chicago Express Airlines, Inc. (04-19874)

airport authority district. A true and correct copy of the Contract is attached hereto and marked Exhibit "A" and incorporated herein by reference.

4. Paragraph Twenty-eight (28) of the Contract provides, in part, "If Agreement is terminated by Chicago Express within three (3) months after the initial start of turbo prop service without good cause, Chicago Express agrees to pay an Early Termination Fee and not to exceed \$50,000.00 to EVAAD and \$50,000.00 to SJAAD . . . "

5. The service contracted for in Exhibit "A" was terminated by Chicago Express on March 28, a period of less than three (3) months after the initial start of the turbo prop service.

6. The service was terminated without good cause as defined in the Contract.

7. Movant is entitled to payment of an administrative claim in the amount of Fifty Thousand Dollars (\$50,000.00) under 11 U.S.C. § 503.

WHEREFORE, Movant prays for an order of this Court directing the payment to it of Fifty Thousand Dollars (\$50,000.00) and for such other and further relief as is just in the premises.

Date: April 1, 2005

Respectfully submitted,

BOWERS HARRISON, LLP

BY: /s/ Paul J. Wallace

Paul J. Wallace, # 989-82
25 N.W. Riverside Drive, 2nd Floor
P.O. Box 1287
Evansville, Indiana 47706-1287
Phone: (812) 426-1231
Fax: (812) 464-3676

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was serviced on this 1st day of April, 2005, by electronic mail, facsimile, hand delivery or overnight mail on the Core Group, 2002 List, Appearance List, and affected counter-parties.

/s/ Paul J. Wallace

Paul J. Wallace, #989-82

Bowers Harrison LLP

25 N.W. Riverside Dr., 2d Fl.

P.O. Box 1287

Evansville, Indiana 47706-1287

Telephone: (812) 426-1231

Fax: (812) 464-3676