



SO ORDERED: April 19, 2005.

A handwritten signature in black ink, reading "Basil H. Lorch III".

Basil H. Lorch III
United States Bankruptcy Judge

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

In re:)	Chapter 11
)	
ATA Holdings Corp., et al., ¹)	Case No. 04-19866
)	(Jointly Administered)
Debtors.)	

**ORDER APPROVING MOTION ON SHORTENED AND LIMITED
NOTICE TO APPROVE ATSB LENDERS SETTLEMENT AGREEMENT**

This matter came before the Court on the Motion on Shortened and Limited Notice to Approve ATSB Lenders Settlement Agreement (the "Motion")² filed by the debtors and debtors-in-possession (the "Debtors") in the above-captioned cases (the "Chapter 11 Cases"). In the Motion, the Debtors asked that this Court approve a settlement agreement (the "Settlement Agreement") among the Debtors, the Official Committee of Unsecured Creditors (the "Committee") and the ATSB Lender Parties, which would, *inter alia*, (i) allow the claims of the

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).

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in Exhibit A hereto.

ATSB Lenders under Sections 502 and 506 of the Bankruptcy Code, (ii) resolve the obligations of ATA Airlines, Inc. under Section 1110 of the Bankruptcy Code with respect to the Appraised Collateral that comprise a portion of the Pre-Petition Collateral pledged to the ATSB Lenders, (iii) provide for the consent of the ATSB Lenders to the Debtors' use of the ATSB Lenders' cash collateral through June 15, 2005, and (iv) set forth certain provisions with regard to adequate protection of the ATSB Lenders' interest in the Pre-Petition Collateral.

The Motion provided for the approval of a settlement agreement in substantially the form of the Settlement Agreement attached as Exhibit 1 to the Motion. The revised form of the Settlement Agreement, attached hereto as Exhibit A, reflects slight modifications and clarifications as a result of further discussions and negotiations among the Debtors, the Committee and the ATSB Lenders (the "Modifications").

No objections to the Motion were filed. This Court, having reviewed the Motion, the Settlement Agreement, all pleadings and affidavits filed to date, and having heard the arguments of counsel and evidence presented at a hearing on April 18, 2004 (the "Hearing"), and being otherwise duly advised, now GRANTS the Motion (except to the extent modified herein), it appearing to the Court that it has been made for good cause. Accordingly,

THE COURT HEREBY FINDS THAT:

1. The notice of the Motion is sufficient and complies with Fed. R. Bankr. P. 2002 and General Order 03-10 and no other or further notice of the Motion, including the Modifications, is necessary.
2. Attached hereto as Exhibit A is the Settlement Agreement among the Debtors, the Committee and the ATSB Lender Parties.

3. Good cause exists for approving the Settlement Agreement under Sections 363, 502 and 506 of the Bankruptcy Code and Fed. R. Bankr. P. 4001(b) and (d) and 9019.

4. The Settlement Agreement resolves key issues among the Debtors, the Committee and the ATSB Lender Parties and clarifies the estates' and each of their parties-in-interests' relationships with the ATSB Lender Parties so that the parties may proceed with Plan negotiations. The resolution of such issues is critical to the Debtors' successful reorganization and in the best interests of the Debtors, their creditors and other parties-in-interest.

5. The Debtors, the Committee and the ATSB Lender Parties engaged in extensive good faith, arm's length negotiations in formulating the Settlement Agreement.

6. The settlement of the ATSB Lenders' claims are fair and reasonable, based on the Court's analysis of (i) the probability of the Debtors' success in potential litigation of these issues, (ii) the likely difficulty in collection, (iii) the complexity of the potential litigation with the attendant expense, inconvenience and delay, and (iv) the paramount interests of the estates and creditors of the Debtors.

7. The terms and conditions of the Settlement Agreement are fair, reasonable and the best available under the circumstances and reflect the Debtors' exercise of prudent business judgment.

8. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to the Motion pursuant to Fed. R. Bankr. P. 9014. To the extent any of the foregoing findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

NOW, THEREFORE, IT IS HEREBY ORDERED:

A. The Motion is hereby GRANTED with the modifications provided for herein, and all objections thereto that were not resolved and withdrawn at or before the Hearing are hereby OVERRULED.

B. The Settlement Agreement, and all transactions contemplated therein, are approved in all respects, and the Debtors are authorized to enter into the Settlement Agreement with the Committee and the ATSB Lender Parties. The Debtors are authorized to make any payments provided for in the Settlement Agreement.

C. The ATSB Lenders shall have allowed claims against such Debtors in the amounts set forth in the Settlement Agreement and with such lien and administrative priority as is set forth therein.

D. Except to the extent explicitly set forth in the Settlement Agreement, each of the Debtors, the Committee and the ATSB Lender Parties reserves any and all rights such party may have as to all other matters or issues arising in the Chapter 11 Cases, including, without limitation, proposing, supporting or opposing a Plan in any, or all, of the Chapter 11 Cases; provided, that the Debtors, the Committee and the ATSB Lender Parties shall not support or propose any Plan in any of the Chapter 11 Cases that contains provisions inconsistent with the terms and conditions of the Settlement Agreement. The Settlement Agreement is without prejudice to, *inter alia*, the ATSB Lender Parties' rights under the Bankruptcy Code, including, without limitation, rights under Section 362 of the Bankruptcy Code or otherwise, to move for relief from the automatic stay in the event the ATSB Lender Parties have a good faith belief that their interest in the Pre-Petition Collateral is not adequately protected and that the value of the

Replacement Liens and the Super-Priority Claim are insufficient to adequately protect the ATSB Lender Parties.

E. This Order and the Settlement Agreement are binding on all parties in the Chapter 11 Cases, and shall also be binding on any subsequent Chapter 11 or Chapter 7 trustee who may be appointed in these Chapter 11 Cases or any succeeding Chapter 7. This Order and the Settlement Agreement shall survive any dismissal of one or more of the Chapter 11 Cases.

F. This Order shall constitute the Court's findings of fact and conclusions of law and shall take effect, and be fully enforceable, immediately upon execution.

G. This Court shall retain jurisdiction to hear and determine all matters arising from implementation of this Order.

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Distribution:

Debtors' Counsel

United States Trustee

Secured Lenders

Thirty Largest Unsecured Creditors

ATSB LENDERS SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), dated as of March 15, 2005, is entered into by and among the ATSB Lender Parties (as defined below in paragraph A.), the Official Committee of Unsecured Creditors (the "Committee") and the Debtors¹ (each, a "Party," and collectively, the "Parties").

RECITALS

A. ATA Airlines, Inc. f/k/a American Trans Air, Inc. ("ATA") obtained a \$168,000,000 term loan (the "ATSB Loan") under that certain 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"). 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. The participants in the Tranche B Loan shall hereinafter be referred to as the "Tranche B Loan Participants" (collectively with the Tranche A Lenders and the Tranche B Lender, the "Lenders"). Citibank serves as the agent for the Lenders (the "Agent") and as the collateral agent under the ATSB Loan (the "Collateral Agent"). Citicorp North America, Inc. serves as administrative agent to Govco (collectively with the Agent and the Collateral Agent, the

¹ The Debtors are the following entities: ATA Holdings. Corp., ATA Airlines, Inc., Ambassadors Travel Club, Inc., ATA Leisure Corp., Amber Travel, Inc., American Trans Air Execujet, Inc., ATA Cargo, Inc. and Chicago Express Airlines, Inc.

"Agents"). The Lenders and the Air Transportation Stabilization Board (the "ATSB") are referred to together as the "ATSB Lenders," and collectively with the Agents, the "ATSB Lender Parties". BearingPoint, Inc. serves as the loan administrator to the ATSB Loan ("Loan Administrator").

B. As authorized by the Air Transportation Safety and System Stabilization Act, the ATSB guaranteed repayment of the Tranche A Loan (\$148,500,000) 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 (other than ATA) (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").

C. Pursuant to that certain Mortgage and Security Agreement dated as of November 20, 2002 (the "Security Agreement"), the ATSB Loan is collateralized in certain pre-petition collateral of ATA, including (i) the "Appraised Collateral" (as defined in the Security Agreement), (ii) the "Pledged Accounts" (as defined in the Security Agreement), (iii) the "Pledged Equipment" (as defined in the Security Agreement) and (iv) the proceeds of the foregoing, including substantially all of ATA's cash in ATA's bank accounts on hand as of the Petition Date (collectively, the "Pre-Petition Collateral"). The Pre-Petition Collateral is more fully described in the "Loan Documents" (as defined in the Loan Agreement).

² The Loan Agreement was entered into by and among ATA, the Other Guarantors, the Lenders, the ATSB, the Agents and the Loan Administrator.

D. On October 26, 2004 (the "Petition Date"), each of the Debtors commenced a Chapter 11 case (each, a "Chapter 11 Case," and collectively, the "Chapter 11 Cases") by filing a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Indiana (the "Court"). The Chapter 11 Cases have been procedurally consolidated under *In re ATA Holdings Corp., et al.* Case No. 04-19866 (Bankr. S.D. Ind.).

E. On the Petition Date, the outstanding balance on the ATSB Loan was \$140,564,059.75³ including accrued but unpaid interest (together with all fees, charges, expenses accrued or to accrue, and which are payable to the ATSB Lender Parties in accordance with the Loan Agreement, the "ATSB Loan Obligations").

F. The ATSB Lenders and the Debtors negotiated the Interim Order Authorizing Debtors' Use of Cash Collateral and Use, Sale and Lease of Other Pre-Petition Collateral, So Ordered on October 29, 2004, and the ATSB Lenders, the Debtors and the Committee negotiated the Second Interim and Final Order Authorizing Debtors' Use of Cash Collateral and Use, Sale and Lease of Other Pre-Petition Collateral, So Ordered by the Court on December 10, 2004, as amended and supplemented (the "Cash Collateral Order"), which provides for the Debtors' continued use of the ATSB Lender Parties' cash collateral and use, sale and lease of the other Pre-Petition Collateral on an interim basis in the Chapter 11 Cases, adequate protection of the ATSB Lender Parties, and memorializing certain agreements and stipulations regarding the outstanding amount of the ATSB Loan, the amount and type of the Pre-Petition Collateral and the validity, priority and enforceability of the Pre-Petition Liens (as defined below in paragraph

³ As of the Petition Date, this figure consists of:
Tranche A outstanding principal amount ---- \$123,661,607.14
Tranche A accrued but unpaid interest ----- \$450,028.71
Tranche B outstanding principal amount----- \$16,238,392.86

1.) in the Pre-Petition Collateral held by the Collateral Agent for the ratable benefit of the ATSB Lenders.

G. On December 6, 2004, the Tranche A Lenders made a demand on the ATSB for payment under the ATSB Guarantee Agreement. On February 4, 2005, the ATSB paid the Tranche A Lenders pursuant to the ATSB Guarantee Agreement, and was subrogated to the position of the Tranche A Lenders.

H. The Committee disputed the valuation of the Pre-Petition Collateral as of the Petition Date.

I. The Committee has fulfilled its duties to its creditor constituencies by investigating the validity, enforceability and perfection of the Pre-Petition Liens (as defined below in paragraph 1.) in the Pre-Petition Collateral and the value of the Pre-Petition Collateral as of the Petition Date.

J. The Debtors, the Committee and the ATSB Lenders hereby stipulate and agree that, as of the Petition Date, the Pre-Petition Collateral had a value of \$110,000,000.

K. The Parties have engaged in good faith settlement negotiations in an effort to resolve the issues between them with regard to the validity, enforceability and perfection of the Pre-Petition Liens and the value of the Pre-Petition Collateral as of the Petition Date without prolonged, protracted and expensive litigation.

L. In furtherance of the Debtors' efforts to reorganize and confirm one or more plans of reorganization (each, a "Plan") in the Chapter 11 Cases, the Parties seek to confirm the portion of the ATSB Loan Obligations that shall be deemed "secured" under the Bankruptcy Code and resolve any dispute by and among the Parties as to the secured and unsecured nature of the ATSB Lenders' claims.

Tranche B accrued but unpaid interest ----- \$214,031.04

NOW, THEREFORE, intending to be legally bound hereby and in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Validity and Priority of Pre-Petition Liens. The ATSB Lender Parties, the Committee and the Debtors hereby stipulate and agree that, as of the Petition Date, the Collateral Agent held perfected, valid, binding, enforceable (other than in respect of the stay of enforcement arising from Section 362 of the Bankruptcy Code) and unavoidable first-priority liens and security interests in the Pre-Petition Collateral for the ratable benefit of the ATSB Lenders (the "Pre-Petition Liens"), which are not subject to challenge on any legal or equitable ground.⁴

2. Secured Claim.

a. Amount of Secured Claim. The ATSB Lenders shall have an allowed, secured claim against ATA in respect of the ATSB Loan Obligations in the amount of \$110,000,000, subject to reduction only as provided in paragraphs 4. and 8. hereof (the "Secured Claim"). The Secured Claim is not subject to counterclaim, offset, avoidance, subordination or disallowance by any Party for any reason whatsoever.

b. Treatment of Secured Claim. The Plan for ATA shall provide for the then-outstanding amount of the Secured Claim to be satisfied by a secured note (a "Note") issued by ATA, payment in full, such other treatment as the ATSB Lenders agree in their sole discretion or such other treatment as satisfies the requirements of Section 1129(b)(2)(A) of the Bankruptcy

⁴ For the avoidance of doubt, the ATSB Lender Parties, the Debtors and the Committee stipulate and agree that on the Petition Date, the following assets, without limitation, were subject to the Pre-Petition Liens: (i) the Pledged Accounts, (ii) the Fuel Funds (as defined in the Cash Collateral Order) and (iii) a certain amount of "Petition Date Cash Collateral" (as defined in the Cash Collateral Order). The Debtors and the ATSB Lender Parties stipulate and agree that the amount of Petition Date Cash Collateral is no less than \$28,300,000, however, the Committee reserves its rights to assert that the amount of Petition Date Cash Collateral is as little as, but no less than, \$26,856,813.70.

Code. It is agreed that the ATSB Lenders, the Committee and the Debtors shall each use its best efforts to negotiate the amortization schedule and other terms, conditions, covenants, representations and warranties of such Note beginning not less than thirty (30) days prior to the filing of any Plan in ATA's Chapter 11 Case.

3. Unsecured Claims.

a. Super-Priority Claim. Subject and subordinate only to the Carve-Out (as defined in the Cash Collateral Order), and any debtor-in-possession financing, acceptable in form and substance to the ATSB Lenders, the ATSB Lenders shall have an allowed, super-priority administrative expense claim, pursuant to Section 507(b) of the Bankruptcy Code, with priority over all other administrative expense claims in the Chapter 11 Cases, against ATA (the "Super-Priority Claim") in an amount equal to the aggregate diminution from and after the Petition Date of the Secured Claim in the amount of the diminution of the ATSB Lender Parties' interests in the Pre-Petition Collateral from the use, sale or lease of such collateral and the imposition of the automatic stay pursuant to Section 362 of the Bankruptcy Code.

b. Amount of ATA Unsecured Claim. The ATSB Lenders shall have an allowed, general unsecured claim against ATA in its Chapter 11 Case in respect of the remaining outstanding portion of the ATSB Loan Obligations in the amount of \$30,564,059.75 (the "Deficiency Claim"), plus the aggregate amount due to the ATSB Lender Parties (individually and collectively) under the applicable Loan Documents in respect of their pre- and post- Petition Date legal fees and expenses as shall be subsequently agreed among the Parties⁵ (the "Legal Expense Reimbursement," and together with the Deficiency Claim, the "ATA Unsecured Claim"). The ATA Unsecured Claim is not subject to counterclaim, offset, avoidance,

⁵ In the event the Parties have not agreed upon the aggregate amount of the Legal Expense Reimbursement, any Party may file a motion with the Court seeking a resolution of this issue.

subordination or disallowance by any Party for any reason whatsoever, except as expressly set forth herein.

c. Amount of ATAH Unsecured Claim. The ATSB Lenders shall have an allowed, general unsecured claim against ATAH in its Chapter 11 Case in respect of the ATAH Guarantee of the ATSB Loan Obligations in an amount equal to the sum of the Secured Claim and the ATA Unsecured Claim (the "ATAH Unsecured Claim"). The ATAH Unsecured Claim is not subject to counterclaim, offset, avoidance, subordination or disallowance by any Party for any reason whatsoever, except as expressly set forth herein.

d. Amount of Guarantor Unsecured Claims. The ATSB Lenders shall have an allowed, general unsecured claim against each of the ATAH Subsidiaries in its respective Chapter 11 Case in respect of the Subsidiary Guarantee of the ATSB Loan Obligations in an amount equal to the sum of the Secured Claim and the ATA Unsecured Claim (collectively, the "Guarantor Unsecured Claims," collectively with the ATA Unsecured Claim, the Super-Priority Claim and the ATAH Unsecured Claim, the "Unsecured Claims," and collectively with the Secured Claim, the "Claims"). The Guarantor Unsecured Claims are subject to challenge by the Committee pursuant to Sections 544 and 548 of the Bankruptcy Code, but not subject to any other form of counterclaim, offset, avoidance, subordination or disallowance by any Party. Further, any such challenge pursuant to Sections 544 or 548 of the Bankruptcy Code of the Guarantor Unsecured Claims must be brought within ninety (90) days of the date on which the Approval Order (as defined below in paragraph 9.a.) is entered

e. Treatment of Unsecured Claims. Unless otherwise agreed by the ATSB Lender Parties, the Unsecured Claims (other than any Guarantor Unsecured Claims, if any, avoided pursuant to Sections 544 or 548) shall be afforded the same treatment under the Plan(s)

as is afforded to all other allowed, general unsecured claims, other than "convenience class claims" under such Plan(s).

4. Adequate Protection Payments.

a. Quarterly Payments. On the first business day of each quarter, beginning with the second quarter of 2005 (upon the entry of the Approval Order (as defined below in paragraph 9.a.)), ATA shall pay \$2,300,000 to the Agent for the benefit of the ATSB Lenders (each, an "Quarterly Payment") as partial adequate protection of the ATSB Lenders' interests in the Pre-Petition Collateral. Upon the payment of each Quarterly Payment, the Secured Claim shall be reduced by the amount of such Quarterly Payment.

b. Section 9(m) Payment. Pursuant to Section 9(m) of the Cash Collateral Order, ATA shall pay \$4,500,000 to the Agent for the benefit of the ATSB Lenders (the "Section 9(m) Payment") on, or before, the earlier of (i) December 31, 2005, and (ii) the effective date of a Plan in ATA's Chapter 11 Case. Upon the payment of the Section 9(m) Payment, the Secured Claim shall be reduced by the amount of such Section 9(m) Payment.

5. Use of Cash Collateral. Upon the entry of an Approval Order (as defined below in paragraph 9.a.), the ATSB Lender Parties consent to extend the period during which the Debtors may use, sell and lease the Cash Collateral, under the terms of the Cash Collateral Order, as modified by this Agreement and the cash collateral stipulation attached hereto as **Exhibit 1**; provided, that the ATSB Lenders and the Debtors agree to acceptable financial covenant levels for a "minimum cash balance" of Available Cash and certain other mutually-agreeable metrics.

6. Use of Other Pre-Petition Collateral.

a. Section 1110(b) Agreement. This Agreement shall constitute an agreement under Section 1110(b) of the Bankruptcy Code allowing the Debtors to use, sell and lease the Appraised Collateral (as defined in the Cash Collateral Order, but subject to paragraph 8. hereof) so long as the Debtors timely make each and every payment to the Agent required under paragraphs 4.a., 4.b. and 8. hereof.

b. Use of Pledged Equipment. The Debtors may use, sell and lease the Pledged Equipment (as defined in the Cash Collateral Order, but subject to paragraph 8. hereof) for so long as the Debtors timely make each and every payment to the Agent required under paragraphs 4.a., 4.b. and 8. hereof.

7. Challenge Rights.

a. Challenge Deadline for Pre-Petition Liens. The ATSB Lenders and the Committee hereby stipulate and agree that that Challenge Deadline, pursuant to Section 12(b) of the Cash Collateral Order, shall be deemed to have expired as of the date upon which the Approval Order (as defined below in paragraph 9.a.) is entered by the Court, and the Committee, the Debtors⁶ and any creditors or parties-in-interest in the Chapter 11 Cases shall be forever barred from challenging, in any way, the validity, enforceability and perfection of the Pre-Petition Liens, the value of the Pre-Petition Collateral or the Claims (other than the Committee's right to challenge the Guarantor Unsecured Claims in accordance with Sections 544 and 548 of the Bankruptcy Code as set forth in paragraph 3.d. hereof).

b. Challenge of Diminution Claim. Section 7(a) notwithstanding, the Committee reserves the right to challenge the amount, and only the amount, of any diminution

⁶ For the avoidance of doubt, the entry of the Approval Order notwithstanding, the Debtors have waived their right to challenge the Pre-Petition Liens pursuant to the entry of the Cash Collateral Order.

claim asserted by the ATSB Lenders within thirty (30) days of the Committee receiving notice in writing that the ATSB Lenders are asserting a diminution claim.

8. Asset Sales. In connection with any sale, transfer or other disposition of property inside or outside the ordinary course of the Debtors' various businesses (each, an "Asset Sale"), the Debtors shall remit to the Agent, for the benefit of the ATSB Lenders within three (3) business days of the Debtors' receipt thereof: (i) 100% of the Net Cash Proceeds of the Pre-Petition Collateral transferred in connection with such Asset Sale, and (ii) 100% of the Net Cash Proceeds of the "Replacement Collateral" (as defined in the Cash Collateral Order) transferred in connection with such Asset Sale, if the ATSB Lenders have a demonstrable diminution claim, up to the value of the ATSB Lenders' Replacement Lien (as defined in the Cash Collateral Order) in such Replacement Collateral. Upon the Debtors remitting funds to the Agent pursuant to this paragraph 8., the ATSB Lenders' Secured Claim shall be reduced by the amount of the funds so remitted. As used in this Agreement, the term "Net Cash Proceeds" shall mean, with respect to any Asset Sale, the cash proceeds of such Asset Sale, net of payments to satisfy any indebtedness or any other obligation outstanding at the time of such Asset Sale which indebtedness or other obligation is secured by a valid and duly perfected Senior Lien on or Senior Security Interest in the property or assets transferred, the term "Senior Lien" shall mean any perfected and enforceable lien which lien is senior in priority to the Pre-Petition Liens and the Replacement Liens, and the term "Senior Security Interest" shall mean any perfected and enforceable security interest which security interest is senior in priority to the Pre-Petition Liens and the Replacement Liens.

9. Approval and Implementation of Agreement.

a. Approval Order. The effectiveness of this Agreement is conditioned upon the entry of a final, non-appealable order of the Court incorporating (by reference or otherwise) the terms and conditions of this Agreement and which order contains nothing inconsistent with this Agreement (the "Approval Order"). The Approval Order shall be subject in both form and substance to the prior written approval of the ATSB Lenders, which approval may be withheld or delayed at the discretion of the ATSB Lenders.

b. Entry of Approval Order. Upon execution of this Agreement, the Parties shall cooperate and use their reasonable efforts to obtain Court approval of this Agreement and shall take no actions inconsistent therewith. In the event the Approval Order has not been entered by the earlier of (i) May 1, 2005, or (ii) such time as an event of default under the Cash Collateral Order occurs, this Agreement may be deemed to be null and void, at the option of the ATSB Lenders, and upon the exercise of such option no Party hereto shall have any obligation to any other Party arising out of this Agreement (except as otherwise provided herein).

10. No Support for Inconsistent Plan. The Parties shall not support or propose any Plan in any of the Chapter 11 Cases in any of the Chapter 11 Cases that contains provisions inconsistent with the terms and conditions of this Agreement.

11. Acknowledgments of the Parties.

a. Acknowledgment of the ATSB Lenders. Each of the ATSB Lenders acknowledges that it: (x) has relied on its own independent investigation, and has not relied on any information or representations furnished by any other Party or representative or agent thereof in determining whether or not to enter into this Agreement; (y) has conducted its own due diligence under applicable law in connection therewith, as well as undertaken the opportunity to

review information, ask questions and receive satisfactory answers concerning this Agreement; and (z) possesses the knowledge, experience and sophistication to allow it to fully evaluate and accept the merits and risks of entering into the transactions contemplated by this Agreement.

b. Acknowledgment of the Debtors. Each of the Debtors acknowledges that it: (x) has relied on its own independent investigation, and has not relied on any information or representations furnished by any other Party or representative or agent thereof in determining whether or not to enter into this Agreement; (y) has conducted its own due diligence under applicable law in connection therewith, as well as undertaken the opportunity to review information, ask questions and receive satisfactory answers concerning this Agreement; and (z) possesses the knowledge, experience and sophistication to allow it to fully evaluate and accept the merits and risks of entering into the transactions contemplated by this Agreement.

c. Acknowledgment of the Committee. The Committee acknowledges that it: (x) has relied on its own independent investigation, and has not relied on any information or representations furnished by any other Party or representative or agent thereof in determining whether or not to enter into this Agreement; (y) has conducted its own due diligence under applicable law in connection therewith, as well as undertaken the opportunity to review information, ask questions and receive satisfactory answers concerning this Agreement; and (z) possesses the knowledge, experience and sophistication to allow it to fully evaluate and accept the merits and risks of entering into the transactions contemplated by this Agreement.

12. Releases. As of the effective date of any Plan incorporating the terms and conditions of this Agreement, the following releases shall become effective and fully enforceable:

a. Debtors' Release of the ATSB Lender Parties. The Debtors, for themselves, their successors and assigns, hereby waive, release and forever discharge the ATSB Lender Parties (solely in their respective capacities as ATSB Lender Parties, and not in any other capacity) and each of their past, present and future officers, directors, partners, members, employees, agents (including, without limitation, the Loan Administrator and its advisors in the Chapter 11 Cases, including, without limitation, Lazard Freres & Co. LLC, as financial advisor to the ATSB Lender Parties), advisors, counsel and servants (collectively, the "Released Parties") from any and all claims, obligations, demands, actions, causes of action and liabilities, of whatsoever kind and nature, character and description, whether in law or equity, whether sounding in tort, contract or under other applicable law, whether known or unknown, and whether anticipated or unanticipated, of or to any of the Debtors, which the Debtors and their successors and assigns ever had, now have or may ever have, arising from any pre-Petition Date event, transaction, matter, circumstance or fact in any way arising out of, arising as a result of, related to, with respect to or in connection with or based in whole or in part on any transaction claim or cause of action related to the Loan Documents; provided, however, that the Debtors do not hereby waive, release or discharge the Released Parties from any of their obligations under this Agreement. To clarify, the above shall not effect a release or discharge of any person or release, waive or prejudice any claim if and to the extent an applicable claim arises from one or more acts, omissions, or occurrences of one or more Released Parties acting in a capacity other than as a lender, agent for a lender or lenders, participant, loan administrator, financial advisor or guarantor with respect to the Tranche A Loan or the Tranche B Loan.

b. Committee's Release of ATSB Lender Parties. The Committee, for itself, its successors and assigns, hereby waives, releases and forever discharges the Released Parties

from any and all claims, obligations, demands, actions, causes of action and liabilities, of whatsoever kind and nature, character and description, whether in law or equity, whether sounding in tort, contract or under other applicable law, whether known or unknown, and whether anticipated or unanticipated, of or to the Committee, which the Committee and its successors and assigns ever had, now have or may ever have, arising from any pre-Petition Date event, transaction, matter, circumstance or fact in any way arising out of, arising as a result of, related to, with respect to or in connection with or based in whole or in part on any transaction claim or cause of action related to the Loan Documents; provided, however, that the Committee does not hereby waive, release or discharge the Released Parties from (x) any of their obligations under this Agreement, (y) the Committee's ability to challenge the Guarantor Unsecured Claims under Sections 544 and 548 of the Bankruptcy Code pursuant to paragraph 3.d. hereof or (z) the Committee's challenge rights pursuant to paragraph 7.b. hereof. To clarify, the above shall not effect a release or discharge of any person or release, waive or prejudice any claim if and to the extent an applicable claim arises from one or more acts, omissions, or occurrences of one or more Released Parties acting in a capacity other than as a lender, agent for a lender or lenders, participant, loan administrator, financial advisor or guarantor with respect to the Tranche A Loan or the Tranche B Loan.

13. Lazard Engagement Letter. As additional adequate protection, the Debtors are authorized and directed to execute the engagement letter of Lazard Freres & Co. LLC ("Lazard"), as financial advisor to the ATSB Lenders, as amended and supplemented, in the form attached hereto as **Exhibit 2**, confirming, *inter alia*, the Debtors' payment, contribution and indemnity obligations thereunder. Such contribution and indemnity obligations, moreover, shall survive the expiration of the engagement letter. The Debtors' obligation to pay a monthly fee of

\$200,000 (plus reasonable expenses) to Lazard Freres & Co. LLC, as financial advisor to the ATSB Lenders, for the benefit of the ATSB Lenders shall continue until the earlier of: (x) the effective date of a plan of reorganization in the Debtors' Chapter 11 Cases, or (y) such time as the ATSB Lenders have received relief from the stay imposed pursuant to Section 362 of the Bankruptcy Code with respect to half, in terms of value, of the Appraised Collateral and Pledged Equipment then in the possession of ATA. For the avoidance of doubt, no payments (whether before or after the Petition Date) by the Debtors to Lazard, for the benefit of the ATSB Lenders, shall be deducted from, or otherwise reduce, the amount of the Claims.

14. Notice. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter, if transmitted by facsimile or telecopier with confirmation of receipt; (iii) when mailed by certified mail, return receipt requested, postage prepaid; or (iv) when sent by overnight courier; in each case, to the addresses set forth on **Exhibit 3** attached hereto, or to such other addresses as a Party may from time to time specify by notice to the other Party given pursuant hereto.

15. Good Faith. The Parties and their respective agents, advisors and employees have acted in good faith in negotiating, consenting and agreeing to this Agreement. The negotiation of the terms and provisions of this Agreement have been conducted at arm's length, and the Debtors believe such terms and conditions are fair and reasonable under the circumstances and reflect the Debtors' exercise of reasonable business judgment consistent with the Debtors' fiduciary duties.

16. Reservation of Rights. Except to the extent explicitly set forth in this Agreement, each of the Parties reserves any and all rights such Party may have as to all other matters or issues arising in the Chapter 11 Cases, including, without limitation, proposing, supporting or opposing a Plan in any, or all, of the Chapter 11 Cases. Any other provision of this Agreement notwithstanding, this Agreement is without prejudice to any right of the ATSB Lender Parties to assert any rights they have under the Bankruptcy Code, including, without limitation, rights under Section 362 of the Bankruptcy Code or otherwise, to move for relief from the automatic stay in the event the ATSB Lender Parties have a good faith belief that their interest in the Pre-Petition Collateral is not adequately protected and that the value of the Replacement Liens and the Super-Priority Claim are insufficient to adequately protect the ATSB Lender Parties.

17. Cooperation; Further Assurances. The Parties agree to execute and deliver such instruments, and take such further actions as the other Parties may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms and conditions of this Agreement.

18. No Third Party Rights. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to confer upon or give any person, firm, corporation, partnership, association or other entity any rights or remedies under or by reason of this Agreement, other than the Parties and their successors and permitted assigns, and any successor to, or representative of, the Debtors' estates appointed pursuant to a Plan (or any other plan incorporating the terms and conditions of this Settlement Agreement proposed under any other Chapter of the Bankruptcy Code) confirmed by the Court; provided, that the provisions of

paragraphs 12.a. and 12.b. above shall inure to the benefit of the Released Parties as third party beneficiaries of and to this Agreement.⁷

19. Binding Effect. Subject to the approval of the Court, this Agreement constitutes a legal, valid and binding obligation enforceable against each of the Parties, in accordance with the terms hereof. This Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns.

20. Merger of Agreement. This Agreement contains the sole and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions with respect to the settlement memorialized herein and the terms hereof.

21. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases, as the case may be, contained in this Agreement, shall not be affected thereby to the extent that the intent of the Parties can be carried out in the absence thereof.

22. Modification. This Agreement may not be changed, modified or altered in any manner, except in a written instrument between the Parties that refers specifically to this Agreement.

23. Governing Law; Jurisdiction. This Agreement and the Parties' rights and duties hereunder will be governed by and construed, enforced and performed in accordance with the law of the state of New York, without giving effect to principles of conflicts of laws that would

⁷ For the avoidance of doubt, the Tranche Loan B Participants are Parties to this Agreement.

require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Court shall have exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Court. If and to the extent that the Chapter 11 Cases are closed or dismissed, the courts of the state of New York and the United States District Court located in the borough of Manhattan in New York City shall have exclusive jurisdiction over this Agreement and any such claims.

24. Rule of Construction. This Agreement has been jointly drafted by the Parties at arm's length and each Party has had ample opportunity to consult with independent legal counsel. No provision or ambiguity in this Agreement shall be resolved against any Party solely by virtue of its participation in the drafting of this Agreement.

25. Captions and Headings. The captions, headings and titles in this Agreement are inserted only as a matter of convenience and for reference and in no way define or limit the scope of this Agreement, and shall not be used in construing this Agreement.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. Facsimile signatures shall be treated in all manner and respects as an original signature.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Air Transportation Stabilization Board

by: _____
Name:
Title:

Citibank, N.A., as Tranche B Lender

by: _____
Name:
Title:

Official Committee of Unsecured Creditors

by: _____
Name:
Title:

ATA Holdings Corp.

by: _____
Name:
Title:

ATA Airlines, Inc.

by: _____
Name:
Title:

Ambassadors Travel Club, Inc.

by: _____
Name:
Title:

ATA Leisure Corp.

by: _____
Name:
Title:

Amber Travel, Inc.

by: _____
Name:
Title:

American Trans Air Execujet, Inc.

by: _____
Name:
Title:

ATA Cargo, Inc.

by: _____
Name:
Title:

Chicago Express Airlines, Inc.

by: _____
Name:
Title:

Exhibit 1
Form of Cash Collateral Stipulation

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

In re:)	Chapter 11
)	
ATA Holdings Corp., ¹)	Case No. 04-19866
)	(Jointly Administered)
Debtors.)	
)	

**NINTH STIPULATION AND REQUEST FOR EXTENSION OF
FINAL ORDER AUTHORIZING CASH COLLATERAL USE AND
PROVIDING OPPORTUNITY FOR OBJECTION**

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), the Air Transportation Stabilization Board (the "ATSB") and the Lenders² (together with the ATSB, the "ATSB Lenders") hereby submit this Ninth Stipulation and Request for Extension of Final Order Authorizing Cash Collateral Use and Providing Opportunity for Objection (this "Stipulation"), and jointly request that the Court enter an order extending the period during which the Debtors may use the ATSB Lenders' cash collateral and other collateral subject to the terms and conditions of the Second Interim and Final Order Authorizing Debtors' Use of Cash Collateral and Use, Sale and Lease of Other Pre-Petition Collateral, So Ordered on December 10, 2004 (the "Cash Collateral Order"), as modified by this Stipulation, until the earliest of (i) the close of business on June 15, 2005, (ii) the occurrence of any event of default set forth in Section 10 of the Cash Collateral Order or (iii) such time as that certain ATSB

¹ The Debtors are the following entities: ATA Holding Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassador 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).

² All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Cash Collateral Order (as hereinafter defined).

Exhibit 1

Lenders Settlement Agreement, dated as of March 15, 2005 (the "Settlement Agreement"), shall be materially breached³ or rendered null and avoid (such period, the "Ninth Extended Period").

In respect of the debtor-in-possession financing facility entered into between certain of the Debtors and Southwest Airlines Co. (the "Southwest DIP"), the Debtors and the ATSB Lenders stipulate and agree that this Stipulation expressly modifies the Cash Collateral Order such that the occurrence of an event of default under the terms of the Southwest DIP, or the order approving the Southwest DIP, shall be an event of default under the Cash Collateral Order, unless Southwest Airlines Co. waives such an event of default within five (5) days of the occurrence of such event of default; provided, that the Debtors must (i) notify the ATSB Lenders of the occurrence of any event of default under the Southwest DIP, or the order approving the Southwest DIP, within two (2) business days of the occurrence of such event of default, and (ii) provide the ATSB Lenders with a copy of any notice of default received by any Debtor with respect to the Southwest DIP, or the order approving the Southwest DIP, within two (2) business days of receiving such notice of default.

The ATSB Lenders stipulate that any amendment to the Southwest DIP, which amendment is approved according to the terms of the Southwest DIP, is acceptable to the ATSB Lenders.

The Debtors and the ATSB Lenders stipulate and agree that the Revised Exhibit "D" attached hereto sets forth the required "minimum cash balance" of Available Cash at the relevant dates during the Ninth Extended Period; provided, that the Debtors and the ATSB

³ For the avoidance of doubt, a material breach of the Settlement Agreement shall be deemed to include, without limitation, any failure by the Debtors to make any payment required pursuant to paragraphs 4.a., 4.b. and 8. of the Settlement Agreement by the scheduled date of such payment.

Exhibit 1

Lenders, acting together, may amend the required "minimum cash balance" of Available Cash during the Ninth Extended Period by filing a stipulation to such effect with the Court; provided, further, that such amended "minimum cash balance" of Available Cash is acceptable to the Official Committee of Unsecured Creditors.

The Debtors and the ATSB Lenders further stipulate and agree that this Stipulation shall clarify the Cash Collateral Order to make clear that the ATSB Lenders shall not be liable for any liability for the failure, if any, by the Debtors or their management to comply with applicable authority governing the collection, maintenance, segregation or remittance of Trust Funds.

The Debtors and the ATSB Lenders further stipulate and agree that the Cash Collateral Order is clarified such that the Debtors may not enter into any Asset Sale or Restructuring Transaction (without the written consent of the ATSB Lenders) where the consideration to be received by the Debtors is in a form other than cash. The foregoing sentence supplements, but does not supersede, any requirement or obligation in the Cash Collateral Order regarding an Asset Sale or Restructuring Transaction.

The Debtors and the ATSB Lenders further stipulate and agree that Section 9(a) of the Cash Collateral Order is amended such that, as of the date hereof, the Debtors shall pay a monthly fee of \$200,000 (plus reasonable expenses) to Lazard Freres & Co. LLC, as financial advisor to the ATSB Lenders, for the benefit of the ATSB Lenders and that the payment of such monthly fee shall continue until the earlier of: (x) the effective date of a plan of reorganization in the Debtors' Chapter 11 Cases, or (y) such time as the ATSB Lenders have received relief from the stay imposed pursuant to Section 362 of the Bankruptcy Code with respect to half, in terms

Exhibit 1

of value, of the Appraised Collateral (as defined in the Cash Collateral Order) and Pledged Equipment (as defined in the Cash Collateral Order) then in the possession of ATA Airlines, Inc. All such payments and all previous payments by the Debtors to Lazard Freres & Co. LLC (whether before or after the Petition Date), shall constitute adequate protection payments and shall not be applied to reduce the principal amount of the ATSB Loan Obligations or the claims of the ATSB Lenders.

The Debtors and the ATSB Lenders further stipulate and agree that the last sentence of Section 9(m) of the Final Order is replaced in its entirety by the following:

As used in this Final Order, the term "Net Proceeds" shall mean, with respect to any Asset Sale or Restructuring Transaction, the cash proceeds of such Asset Sale or Restructuring Transaction, net of payments to satisfy any indebtedness or any other obligation outstanding at the time of such Asset Sale or Restructuring Transaction which indebtedness or other obligation is secured by a valid and duly perfected Senior Lien on or Senior Security Interest in the property or assets sold, the term "Asset Sale" shall mean any sale, transfer or other disposition of property outside the ordinary course of the Debtors' various businesses, the term "Senior Lien" shall mean any perfected and enforceable lien which lien is senior in priority to the Pre-Petition Liens and the Replacement Liens, and the term "Senior Security Interest" shall mean any perfected and enforceable security interest which security interest is senior in priority to the Pre-Petition Liens and the Replacement Liens.

The ATSB Lenders consent to the use by the Debtors of their cash collateral and other collateral through the Ninth Extended Period, subject to the terms and conditions of the Cash Collateral Order and this Stipulation. Notwithstanding the consensual use of cash collateral and other collateral as provided in this Stipulation, nothing herein shall be deemed to waive any rights or objections of the Official Committee of Unsecured Creditors to the findings, terms and conditions of the Cash Collateral Order.

Exhibit 1

This Stipulation, if approved, shall be effective immediately upon entry.

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Exhibit 1

Except as expressly provided herein, the terms and conditions of the Cash Collateral Order shall remain in full force and effect during the Ninth Extended Period.

Stipulated and Agreed:

BAKER & DANIELS

By: /s/James M. Carr
James M. Carr (#3128-49)
300 North Meridian Street
Suite 2700
Indianapolis, IN 46204
Tel: (317) 237-1190
Fax: (317) 237-8326

Attorneys for the Debtors and Debtors-in-Possession

U.S. DEPARTMENT OF JUSTICE

By: /s/ Brendan Collins
Andrea Horowitz Handel
Brendan Collins
Commercial Litigation Branch
Civil Division
U.S. Department of Justice
P. O. Box 875
Ben Franklin Station
Washington, D. C. 20044
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-and-

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Daniel R. Lenihan
Andrew M. Thau
CURTIS, MALLET-PREVOST, COLT & MOSLE LLP
101 Park Avenue
New York, New York 10178-0061
Tel: (212) 696-6000

Attorneys for the Air Transportation Stabilization Board

Exhibit 1

By: /s/James A. Knauer
James A. Knauer
KROGER, GARDIS & REGAS
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Indianapolis, IN 46204-5125
Tel: (317) 692-9000

-and-

Wilbur F. Foster, Jr.
Jeffrey K. Milton
MILBANK, TWEED, HADLEY & M^cCLOY LLP
1 Chase Manhattan Plaza
New York, NY 10005-14132
Tel: (212) 530-5000

Attorneys for the Tranche B Lender

No Objection:

By: /s/Lisa Beckerman
John W. Ames
C.R. Bowles, Jr.
GREENEBAUM DOLL & MCDONALD, PLLC
3500 National City Tower
101 South Fifth Street
Louisville, KY 40202
Tel: (502) 589-4200

-and-

Lisa Beckerman
AKIN, GUMP, STRAUSS, HAUER & FELD LLP
590 Madison Avenue
New York, NY 10022-4616
Tel: (212) 872-8012

Attorneys for the Official Committee of Unsecured Creditors

Exhibit 1

Revised Exhibit "D"

During the Ninth Extended Period, the Debtors are required to maintain:

- (i) Available Cash on any day in an amount not less than \$29,815,904 (the amount of Available Cash on the Petition Date); and
- (ii) at least 85% of the Available Cash amount forecasted at each week end in the Debtors' thirteen-week cash forecast dated April 5, 2005, as follows:

Week Ending	Available Cash	85% of Available Cash
4/15/05	\$63,477,565	\$53,955,931
4/22/05	\$71,693,315	\$60,939,318
4/29/05	\$64,935,421	\$55,195,108
5/6/05	\$62,531,283	\$53,151,591
5/13/05	\$54,098,378	\$45,983,621
5/20/05	\$57,719,324	\$49,061,426
5/27/05	\$51,564,153	\$43,829,530
6/3/05	\$49,796,694	\$42,327,190
6/10/05	\$43,324,106	\$36,825,490
6/17/05	\$47,329,496	\$40,230,072

For the avoidance of doubt, if at any time during the Ninth Extended Period, the Debtors' Available Cash falls below \$29,815,904 at the end of any day, it shall constitute an event of default under the Cash Collateral Order.

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

In re:)	Chapter 11
)	
ATA Holdings Corp., ¹)	Case No. 04-19866
)	(Jointly Administered)
Debtors.)	
)	

**ORDER APPROVING NINTH STIPULATION AND
REQUEST FOR EXTENSION OF FINAL ORDER AUTHORIZING
CASH COLLATERAL USE AND PROVIDING OPPORTUNITY FOR OBJECTION**

This matter is before the Court on the Ninth Stipulation and Request for Extension of the Final Order Regarding Cash Collateral Use (the "Stipulation") filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") and the ATSB Lenders on April 18, 2005. Debtors and the ATSB Lenders filed the Stipulation evidencing their agreement to jointly request that the Court enter an order to extend (i) the period during which Debtors may use the ATSB Lenders' cash collateral and other collateral subject to the Cash

¹ The Debtors are the following entities: ATA Holding Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassadair 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).

Exhibit 1

Collateral Order,² as expressly modified and clarified by the Stipulation, until the end of the Ninth Extended Period.

The Court, having reviewed the Stipulation, and being otherwise duly advised, now APPROVES the Stipulation, it appearing to the Court that the request has been made for good cause. Accordingly,

IT IS HEREBY ORDERED that:

a. The Stipulation is approved subject to its terms.

###

Requested by:

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
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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

Distribution:

Core Group

² All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Stipulation.

Exhibit 2
Lazard Engagement Letter

As of October 1, 2004

BEARINGPOINT, INC.
1676 International Drive
McLean, VA 22102-4828

AIR TRANSPORTATION STABILIZATION BOARD
1120 Vermont Avenue, NW
Suite 970
Washington, DC 20005

CITIBANK, N.A.
Agency & Trust
111 Wall Street, Floor 14, Zone 3
New York, NY 10043

AMERICAN TRANS AIR, INC.
ATA HOLDINGS CORP.
7337 West Washington Street
Indianapolis, IN 46231 USA

Ladies and Gentlemen:

This letter agreement (the "Agreement") confirms the terms under which BearingPoint, Inc., as Loan Administrator (the "Loan Administrator") acting on behalf of and for the benefit of the Air Transportation Stabilization Board (the "ATSB") and Citibank, N.A., (together with the ATSB, the "Creditors") has, under the terms of the Loan Agreement referred to below and pursuant to the written request to enter into this Agreement by the Creditors to the Loan Administrator dated as of the date hereof, engaged Lazard Freres & Co. LLC (the "Investment Banker") as its financial adviser with respect to a possible Restructuring (as defined below), a possible Business Combination (as defined below), and such other financial and investment banking matters related to the Company (as defined below) which the Loan Administrator, the Creditors and the Investment Banker may agree in writing during the term of this engagement.

For purposes hereof, the terms (i) the "Company" means ATA Airlines, Inc. (formerly American Trans Air, Inc.), ATA Holdings Corp. and any entity party to the Subsidiary Guarantee (as defined in the Loan Agreement), and shall also include any successor to or assignee of all or substantially all of the assets and/or business of ATA Airlines, Inc., ATA Holdings Corp. or any entity party to the Subsidiary Guarantee, and (ii) the "Loan Agreement" means that certain Loan Agreement dated as of November 20, 2002, as amended, among the Company, Govco Incorporated, as Primary Tranche A Lender, Citibank, N.A., as Alternate Tranche A Lender, Tranche B Lender, Collateral Agent and Agent, Citicorp North America, Inc., as Govco Administrative Agent, the ATSB and the Loan Administrator. In connection with performing its services for the Creditors and the Loan Administrator hereunder, the Investment Banker may utilize the services of one or

more of its affiliates, in which case references herein to the Investment Banker shall include such affiliates.

- I. Scope of Services. The Investment Banker, as financial adviser to the Creditors, shall perform the following advisory and related and like services, as reasonably requested by the Creditors or the Loan Administrator:
- a. to the extent appropriate and feasible, review and analyze the business, operations, cash flows, properties, assets and liabilities, financial condition and prospects of the Company;
 - b. assist in the determination of an appropriate capital structure for the Company;
 - c. assist (with the help of other professionals, as needed) in the determination of a range of values for the Company, its assets and operations (as a whole or segments thereof) on a going concern basis, and the range of values of the Company's assets on a liquidation basis;
 - d. as necessary and within the Investment Banker's expertise, provide written and oral testimony concerning the services provided hereunder in proceedings before the United States Bankruptcy Court for the _____ Division (the "Bankruptcy Court") in such forms and with such qualifications as determined appropriate by the Investment Banker;
 - e. attend meetings of the Creditors relating to and advise on possible Restructurings or Business Combinations of the Company, and attend due diligence meetings with the Company;
 - f. review and provide an analysis of all proposed restructuring plans (as the same may be modified from time to time, a "Plan") proposed by any party;
 - g. review and provide an analysis of any new securities, other consideration or other inducements to be offered and/or issued under any proposed Plan;
 - h. assist the Creditors and/or participate in negotiations with the Company;
 - i. assist the Creditors in preparing documentation within the Investment Banker's area of expertise required in connection with any proposed Plan;
 - j. advise and assist the Creditors in evaluating any potential financing by the Company;
 - k. assist the Creditors in identifying and evaluating candidates and proposals for a potential Business Combination, advise the

Creditors in connection with and participating in negotiations, and aid in the consummation of a Business Combination;

- l. when and as requested by the Creditors, render reports to the Creditors as the Investment Banker deems appropriate under the circumstances;
- m. participate, to the extent reasonably requested by the Creditors, in hearings before the Bankruptcy Court, with respect to the matters upon which the Investment Banker has provided advice; and
- n. provide the Creditors with other general restructuring advice relating to the Company.

For purposes of this Agreement, the term "Restructuring" shall mean any recapitalization, reorganization, refinancing or restructuring of all or a portion of the Company's existing debt or other obligations that is achieved, without limitation, through a solicitation of waivers and consents, rescheduling of maturities, change in interest rates, repurchase, settlement or forgiveness, modification or amendment of terms, conversion of debt into equity, an exchange offer or issuance of new securities, sale or disposition of assets, securities or other interests, or other similar transaction or series of transactions, or the sale by the Company of any of its assets.

For purposes of this Agreement, the term "Business Combination" shall mean any transaction or series of related transactions involving, directly or indirectly, (i) an acquisition, merger, consolidation, or other business combination pursuant to which the business or assets of the Company are sold or combined with another company or any of such company's subsidiaries, (ii) the acquisition by a buyer (which term shall include a "group" of persons as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), of equity interests or options, or any combination thereof constituting a controlling interest in the then outstanding stock of the Company or possessing a controlling interest in the then outstanding voting power of the Company, (iii) any other purchase or acquisition by a third party of all or a significant portion of the assets of the Company; or (iv) the formation of a joint venture or partnership by the Company with a third party or an investment by a third party in the Company that has the effect of transferring a controlling or significant minority interest in the Company to such third party.

For purposes of the foregoing definition of Restructuring and Business Combination, the term "Company" shall also include any entity formed, used or invested in to consummate a transaction.

In rendering its services to the Loan Administrator and the Creditors hereunder, the Investment Banker is not assuming any responsibility for the Loan Administrator's or the Creditors' underlying business decision to consent (or not to consent) to any Restructuring, Business Combination or other transaction proposed by the Company. The Creditors and the Loan Administrator agree that the Investment Banker shall not have any obligation or responsibility to provide accounting, audit, "crisis management," or business consultant services for the

Company and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements, or to provide any fairness opinions. The Investment Banker will not as part of any aspect of this engagement, undertake any independent appraisal of any of the assets or liabilities of the Company or any counterparties to a transaction, or advise on any issues of solvency. The Creditors and the Loan Administrator confirm that they will rely on their own counsel, accountants and other similar expert advisors for legal, accounting, tax and other similar advice.

The Creditors shall use their reasonable efforts to cause the Company and any counter party to (i) make available to the Investment Banker all material information concerning the business, assets, operations, financial condition and prospects of the Company or the counter party, as the case may be, and (ii) provide access to its officers, directors, employees, counsel and other advisors and agents as the Investment Banker deems appropriate in connection with the services to be performed for the Creditors hereunder. The Loan Administrator and the Creditors recognize and confirm that in advising the Loan Administrator and the Creditors and completing its engagement hereunder, the Investment Banker will be using and relying on publicly available information and on data, material and other information furnished to the Investment Banker by the Company, the Creditors, the Loan Administrator and other parties. It is understood that in performing under this engagement, the Investment Banker may assume and rely upon the accuracy and completeness of, and is not assuming any responsibility for independent verification of, such publicly available information and the other information so furnished. The Investment Banker will treat any non-public information furnished to it confidentially and, unless required by subpoena or other valid legal process or as contemplated by this engagement, will not disclose to any third party (other than the Investment Banker's counsel) any non-public information. The Investment Banker will not use such confidential information for any purpose other than pursuant to its engagement hereunder.

Nothing in this Agreement is intended to obligate or commit the Investment Banker or any of its affiliates to provide any services other than those set forth above. The Investment Banker agrees that it will not provide services to any third party in connection with the Company's bankruptcy proceedings, including without limitation any purchaser in a Business Combination or party to any Restructuring, without the Creditors' prior written consent. For the avoidance of doubt, the foregoing shall not restrict any of the Investment Banker's broker-dealer or asset management activities, which are separated by information walls.

II. Compensation. The Investment Banker's compensation for services rendered under this Agreement will consist of the following cash fees:

- A. Monthly Advisory Fee. A monthly financial advisory fee of \$250,000 per calendar month (the "Monthly Advisory Fee"), which shall be due and paid on the first business day of each month during the term of this engagement, which fee shall be payable through the month of December 2004 (acknowledging that the Company has already paid the October and November monthly fees).

B. No fee payable to any other person, by the Creditors, the Loan Administrator, the Company or any other party, shall reduce or otherwise affect any fee payable hereunder to the Investment Banker. The Creditors shall pay or cause to be paid fees or expenses payable to the Investment Banker pursuant to this Agreement.

III. Out-of-Pocket Expenses. In addition to any fees payable to the Investment Banker hereunder, the Investment Banker shall be reimbursed on a monthly basis for its travel, document production and other reasonable out-of-pocket expenses (including without limitation the reasonable fees and expenses of counsel retained by the Investment Banker with any of the Creditors' prior written consent) incurred in connection with, or arising out of the Investment Banker's activities under or contemplated by this engagement.

IV. Indemnification and Limitation of Liability. The Loan Administrator and the Creditors each agree that none of the Investment Banker, its affiliates and controlling persons and each of their directors, officers, members or employees, or any of their respective successors or assigns (collectively, the "Indemnified Persons") shall be liable to the Loan Administrator or any of the Creditors for any actions, damages, claims, liabilities, costs, expenses or losses (collectively, "Losses") in any way arising out of or relating to this engagement or the performance or non-performance of the services hereunder, except to the extent that such Losses have resulted from such Indemnified Person's gross negligence or willful misconduct. Each of the Company, the Loan Administrator and the Creditors agrees that the Investment Banker is retained hereunder as a permitted subcontractor to the Loan Administrator pursuant to the Loan Agreement and all Indemnified Persons are entitled to the full benefit afforded to the Loan Administrator (as if for such purposes only any such Indemnified Person were the Loan Administrator) pursuant to the terms of Section 8.2 and Section 8.3 of the Loan Agreement, which are an integral part of this Agreement, are incorporated by reference herein, and shall survive any termination or completion of the Investment Banker's engagement hereunder, except that none of the Indemnified Persons will be deemed to have the duties set forth in Section 8.1 or Article VIII of the Loan Agreement and except that the indemnification provisions therein shall apply to all Losses arising in any way arising out of or relating to this engagement or the performance or non-performance of the services hereunder, whether or not any services were taken or omitted at the request of a Requesting Party (as defined in the Loan Agreement). In addition, if for any reason indemnification hereunder or under Section 8.3 of the Loan Agreement is held unenforceable (other than by reason of gross negligence or willful misconduct of an Indemnified Person), then the Company agrees to contribute to the loss, claim, damage, liability or expense for which such indemnification is held unenforceable in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, in the matters contemplated by our engagement as well as the relative fault with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations; provided, however, that, to the extent permitted by applicable law, in no event shall any Indemnified Persons contribute an aggregate amount in excess of the aggregate fees actually paid to the Investment Banker for our investment banking services. NOTWITHSTANDING

ANY OTHER PROVISION HEREIN, IN THE LOAN AGREEMENT, OR IN ANY OTHER AGREEMENT BETWEEN OR AMONG ANY OF THE PARTIES TO THE CONTRARY, NEITHER THE LOAN ADMINISTRATOR NOR ANY OF THE CREDITORS SHALL BE OBLIGATED TO INDEMNIFY THE INVESTMENT BANKER FOR ANY ACTIONS, CLAIMS, LIABILITIES, COSTS OR LOSSES IN CONNECTION WITH THE ENGAGEMENT OF THE INVESTMENT BANKER CONTEMPLATED HEREBY. THE COMPANY ACKNOWLEDGES THAT, IN LIGHT OF THE FOREGOING SENTENCE, IT HAS ASSUMED AND AGREED TO PAY THE FULL AMOUNT OF ANY INDEMNIFICATION OBLIGATIONS OF ANY INDEMNIFIED PERSONS TO THE EXTENT DESCRIBED ABOVE. The terms of this Section IV will survive any termination or expiration of this Agreement, the Loan Agreement, any cash collateral period and the Company's chapter 11 cases.

- V. Termination. This Agreement and the Investment Banker's engagement hereunder may be terminated by either the Creditors or the Investment Banker at any time, with or without cause, upon written notice thereof to the other party or parties; provided, however, that (a) termination of the Investment Banker's engagement hereunder shall not affect the continuing obligations and agreements of the parties under paragraphs IV, V, VI, VIII, IX and XI hereof and (b) any termination of the Investment Banker's engagement hereunder shall not affect the Company's obligation to pay any fees accrued and to reimburse expenses incurred prior to such termination.
- VI. Independent Contractor. The Investment Banker has been retained under this Agreement as an independent contractor with no agency or fiduciary relationship to the Company, the Creditors or the Loan Administrator or to any other party. The advice (oral or written) rendered by the Investment Banker pursuant to this Agreement is intended solely for the benefit and use of the Creditors and the Loan Administrator in considering the matters to which this Agreement relates, and the Creditors and the Loan Administrator agree that such advice may not be relied upon by any other person or entity, used for any other purpose or reproduced, disseminated, quoted or referred to at any time (other than in a format acceptable to Investment Banker in connection with any proceedings in the Bankruptcy Court) in any manner for any purpose, nor shall any public references to the Investment Banker be made by the Loan Administrator, the Creditors or the Company (other than in connection with any proceedings in the Bankruptcy Court), without the prior written consent of the Investment Banker.
- VII. Credit. The Creditors and the Loan Administrator agree that the Investment Banker shall have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Creditors hereunder.

- VIII. Choice of Law; Jurisdiction. This Agreement shall be deemed to be made in New York. This Agreement and all controversies arising from or relating to performance of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to such state's rules concerning conflicts of laws that might provide for any other choice of law. The Loan Administrator, the Creditors (other than the ATSB) and the Investment Banker hereby irrevocably consent to personal jurisdiction in the Supreme Court of the State of New York in New York County, Commercial Part, or any Federal court sitting in the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions contemplated hereby which is brought by or against any such persons, and hereby waives any objection to venue with respect thereto, and hereby agree that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court, and that such courts shall have exclusive jurisdiction over any claims arising out of or relating to such agreements or transactions; provided that in the during the pendency of the Company's proceedings under chapter 11 of the Bankruptcy Code, any claims in respect of the Company's obligations in respect of this Agreement shall be heard and determined by the Bankruptcy Court. The Loan Administrator, the Creditors (other than the ATSB) and the Investment Banker hereby irrevocably consent to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth below, such service to become effective ten (10) days after such mailing. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT OR CONDUCT IN CONNECTION WITH THE INVESTMENT BANKER'S ENGAGEMENT IS HEREBY WAIVED (OTHER THAN BY THE ATSB).
- IX. Successors and Assigns. This Agreement shall be binding upon the Investment Banker, the Loan Administrator, the Creditors and the Company and their respective successors and assigns. This Agreement is not intended to confer any rights upon the Company or any shareholder, creditor, owner or partner of the Company, or any other person or entity not a party hereto (other than as referred to in paragraph IV and the provisions incorporated by reference therein). The Company's obligations hereunder are joint and several.
- X. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes in entirety any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

- XI. Authority; Retention in Insolvency Proceedings. Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and the transactions contemplated hereby. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate or other action on the part of such party, has been duly executed and delivered by such party and constitutes a legal, valid and binding Agreement of such party, enforceable in accordance with its terms. Without limiting the generality of the foregoing, ATA Airlines, Inc. further confirms that it has requisite power to enter into this Agreement and the transactions contemplated hereby on behalf of the Company. The Company, the Creditors and the Investment Banker each agree to use their respective best efforts to cause the terms of this Agreement to be approved by the Bankruptcy Court.
- XII. Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to, be an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding Agreement between the Investment Banker, on the one hand, and the Loan Administrator, the Creditors and the Company, on the other hand.

Very truly yours,

LAZARD FRERES & CO. LLC

By: 

Name: David Kurtz

Title: Managing Director

ACCEPTED AND AGREED TO:

ATA Airlines, Inc., Borrower, on behalf of the Company

By: 

Name: Gilbert F. Viets

Title: Exec. V.P. & Chief Restructuring Officer

BEARINGPOINT, INC.
As Loan Administrator

By: Timothy F. Kenney
Name: Timothy F. Kenney
Title: MANAGING DIRECTOR

AIR TRANSPORTATION STABILIZATION BOARD

By: Mark R. Dayton
Name: Mark R. Dayton
Title: Executive Director

CITIBANK, N.A.,
as Alternate Tranche A Lender, Tranche B Lender, Collateral Agent and Agent

By: Margaret A. Blake
Name: Margaret A. Blake
Title: Vice President & Managing Director

As of January 1, 2003

BEARINGPOINT, INC.
1676 International Drive
McLean, VA 22102-4828

AIR TRANSPORTATION STABILIZATION BOARD
1120 Vermont Avenue, NW
Suite 970
Washington, DC 20005

CITIBANK, N.A.
Agency & Trust
111 Wall Street, Floor 14, Zone 3
New York, NY 10043

AMERICAN TRANS AIR, INC.
ATA HOLDINGS CORP.
7337 West Washington Street
Indianapolis, IN 46231

Ladies and Gentlemen:

Reference is made to the engagement letter between BearingPoint, Inc. (the "Loan Administrator"), acting on behalf of and for the benefit of the Air Transportation Stabilization Board ("ATSB") and Citibank, N.A. (together with ATSB, the "Creditors"), the Creditors, American Trans Air, Inc. and ATA Holdings Corp., on the one hand, and Lazard Frères & Co. LLC ("Lazard"), on the other hand, dated October 1, 2004, pursuant to which Lazard was engaged as the Creditor's investment banker with respect to matters related to the Company (the "Engagement Letter"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Engagement Letter.

We hereby confirm the understanding among the Loan Administrator, the Creditors, the Company and Lazard that paragraph IIA of the engagement letter is amended to strike the words "which fee shall be payable through the month of December 2004" so that the Company will pay Lazard the

Monthly Advisory Fee through March 31, 2005 or such later date as may be agreed to by the Company in writing.

Except to the extent provided above, the Engagement Letter remains in full force and effect. If the foregoing correctly sets forth the understanding between us, please so indicate on the enclosed signed copy of this letter in the space provided therefore and return it to us, whereupon this letter shall constitute a binding agreement among us.

Very truly yours,

LAZARD FRERES & CO. LLC

By 
Blake O'Dowd
Managing Director

AGREED TO AND ACCEPTED
as of the date first above written:


BEARINGPOINT, INC., as Loan Administrator

By 

AIR TRANSPORTATION STABILIZATION BOARD

By 

CITIBANK, N.A.,
As Alternate Tranche A Lender, Tranche B Lender, Collateral Agent and Agent

By 

AMERICAN TRANS AIR, INC., on behalf of the Company

By 

As of April 1, 2005

BEARINGPOINT, INC.
1676 International Drive
McLean, VA 22102-4828

AIR TRANSPORTATION STABILIZATION BOARD
1120 Vermont Avenue, NW
Suite 970
Washington, DC 20005

CITIBANK, N.A.
Agency & Trust
111 Wall Street, Floor 14, Zone 3
New York, NY 10043

ATA AIRLINES, INC.
ATA HOLDINGS CORP.
7337 West Washington Street
Indianapolis, IN 46231

Ladies and Gentlemen:

Reference is made to the engagement letter between BearingPoint, Inc. (the "Loan Administrator"), acting on behalf of and for the benefit of the Air Transportation Stabilization Board ("ATSB") and Citibank, N.A. (together with ATSB, the "Creditors"), the Creditors, ATA Airlines, Inc. f/k/a American Trans Air, Inc. and ATA Holdings Corp., on the one hand, and Lazard Frères & Co. LLC ("Lazard"), on the other hand, dated October 1, 2004, pursuant to which Lazard was engaged as the Creditor's investment banker with respect to matters related to the Company, as amended (the "Engagement Letter"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Engagement Letter.

We hereby confirm the understanding among the Loan Administrator, the Creditors, the Company and Lazard that paragraph IIA of the Engagement Letter is further amended so that (i) effective upon and starting April 1, 2005 the Monthly Advisory Fee shall be \$200,000 and (ii) the Company will pay Lazard the Monthly Advisory Fee through termination of the Engagement Letter.

Except to the extent provided above, the Engagement Letter remains in full force and effect. If the foregoing correctly sets forth the understanding between us, please so indicate on the enclosed signed copy of this letter in the space provided therefore and return it to us, whereupon this letter shall constitute a binding agreement among us.

Very truly yours,

LAZARD FRERES & CO. LLC

By _____
Blake O'Dowd
Managing Director

AGREED TO AND ACCEPTED
as of the date first above written:

BEARINGPOINT, INC., as Loan Administrator

By _____

AIR TRANSPORTATION STABILIZATION BOARD

By _____

CITIBANK, N.A.,
As Tranche B Lender, Collateral Agent and Agent

By _____

ATA AIRLINES, INC., on behalf of the Company

By _____

Exhibit 3
Notice Addresses

If to the Debtors:

ATA Airlines, Inc.
7337 West Washington Street
Indianapolis, IN 46231
Attn: John G. Denison
Telephone No.: _____
Telecopier No.: _____

With a copy to:

Baker & Daniels
300 N. Meridian Street
Suite 2700
Indianapolis, IN 46204
Attn: James M. Carr, Esq.
Telephone No.: 317-237-0300
Telecopier No.: 317-237-1000

If to the ATSB:

Air Transportation Stabilization Board
1120 Vermont Avenue
Suite 970
Washington, D.C. 20005
Attn: Executive Director
Telephone No.: 202-622-3550
Telecopier No.: 202-622-3420

With a copy to:

United States Department of the Treasury
1500 Pennsylvania Avenue, N.W.
Washington, D.C. 20220
Attn: Deputy Assistant Secretary for Government Financial Policy
Telephone No.: 202-622-7073
Telecopier No.: 202-622-0387

With a copy to:

United States Department of Justice
Commercial Litigation Branch
Civil Division
P.O. Box 875

Exhibit 3

Ben Franklin Station
Washington, DC 20044
Attn: Brendan Collins, Esq.
Andrea Horowitz Handel, Esq.
Telephone No.: 202-616-2231 (Collins)
Telephone No.: 202-307-0358 (Handel)
Telecopier No.: 202-307-0494 (Collins)
Telecopier No.: 202-514-9163 (Handel)

With a copy to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
101 Park Avenue
New York, NY 10178-0061
Attn: Daniel R. Lenihan, Esq.
Steven J. Reisman, Esq.
Telephone No.: 212-696-6000
Telecopier No.: 212-697-1559

If to the Tranche B Lender or to the Agent:

Citibank, N.A.
2 Penns Way, Suite 200
New Castle, DE 19720
Attn: Onat Acet – Global Loan Operations
Telephone No.: 312-894-6088
Telecopier No.: 212-994-0849

With a copy to:

Citibank, N.A.
388 Greenwich Street
20th Floor
New York, NY 10013
Attn: Barbara Kobelt
Telephone No.: 212-816-1063
Telecopier No.: 212-826-0263

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, NY 10005
Attn: Wilbur F. Foster, Jr., Esq.
Drew Fine, Esq.
Telephone No.: 212-530-5000

Exhibit 3

Telecopier No.: 212-530-5219

If to the Collateral Agent:

Citibank, N.A.
111 Wall Street 14th Floor/Zone 3
New York, NY 10005
Attn: Edward C. Morrelli
Telephone No.: 212-657-6086
Telecopier No.: 212-657-3862

With a copy to:

Citibank, N.A.
111 Wall Street 14th Floor/Zone 3
New York, NY 10005
Attn: Fernando Moreyra
Telephone No.: 212-657-0955
Telecopier No.: 212-657-3862

If to the Committee:

Akin, Gump, Strauss, Hauer & Feld LLP
590 Madison Avenue
New York, NY 10022-2524
Attn: Lisa G. Beckerman, Esq.
Telephone No.: 212-872-1000
Telecopier No.: 212-872-1002

Enterprise Systems Incorporated
11487 Sunset Hills Road
Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

District/off: 0756-1
Case: 04-19866

User: cathy
Form ID: pdfOrder

Page 1 of 1
Total Served: 1

Date Rcvd: Apr 20, 2005

The following entities were served by first class mail on Apr 22, 2005.
aty +Terry E Hall, Baker & Daniels, 300 N Meridian St Ste 2700, Indianapolis, IN 46204-1782

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

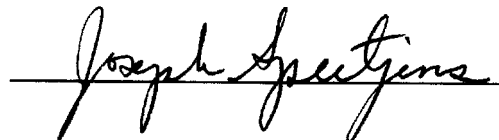
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

First Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 22, 2005

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.