

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 GRANTING AMENDED MOTION ON SHORTENED NOTICE OF ATA
AIRLINES, INC. TO REJECT EXECUTORY CONTRACT WITH SABRE, INC.**

This matter is before the Court upon the Amended Motion On Shortened Notice Of ATA Airlines, Inc. To Reject Executory Contract With Sabre, Inc. (the "Amended Motion").² The Court finds that (i) it has jurisdiction over the matters raised in the Amended Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Amended Motion is in the best interests of the Debtors, their estates and their creditors; (iv) proper and adequate notice of the Amended Motion and 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).

hearing thereon has been given and that no further notice is necessary; and (v) good and sufficient cause exists for the granting of the relief requested in the Amended Motion after having given due deliberation upon the Amended Motion and all of the proceedings had before the Court in connection with the Amended Motion. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Amended Motion is GRANTED as the actions contemplated are within the sound business judgment of ATA.
2. The Licensed Software Agreement is rejected, with such rejection being effective immediately upon entry of this Order.
3. This Order in no way affects or prejudices the right of ATA to require performance by Sabre pursuant to the Hosted Software Agreement or any other agreement contained in Work Order No. 1 or other Work Orders.
4. ATA retains the right to seek authority from the Court to reject or assume any remaining agreements including, but not limited to, the Master Agreement and the Hosted Software Agreement.
5. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

###

² Certain terms not defined herein shall have the meaning ascribed to such terms in the Amended Motion.

Requested by:

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

Distribution:

Core Group
2002 List
Appearance List
Sabre