

Exhibit A

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 ON MOTION FOR AUTHORITY TO ASSUME AGREEMENTS ANCILLARY
TO AIRCRAFT LEASE AGREEMENT WITH GATX THIRD AIRCRAFT
CORPORATION AND FOR APPROVAL OF AMENDMENT**

This matter is before the Court upon the Motion For Authority To Assume Agreements Ancillary To Aircraft Lease Agreement With GATX Third Aircraft Corporation And For Approval Of Amendment filed by ATA Airlines, Inc. ("ATA") and ATA Holdings Corp. ("ATAH") (the "Motion")². The Court finds that (i) it has jurisdiction over the matters raised in

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

the 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 Motion is in the best interests of the Debtors, their estates and their creditors; (iv) proper and adequate notice of this Motion 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 Motion after having given due deliberation upon the Motion and all of the proceedings had before the Court in connection with the Motion. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.
2. ATA and ATAH are authorized to assume the Ancillary Agreements.
3. Assumption of the Ancillary Agreements represents a sound exercise of ATA's and ATAH's business judgment.
4. ATA and ATAH have provided adequate assurance of future performance under the Ancillary Agreements.
5. Provided that ATA has complied with the terms of the Stipulation, ATA and ATAH shall not be obligated to cure any outstanding defaults under the Ancillary Agreements, and GATX has waived any claims related thereto.
6. The Amendment is approved.
7. Entry into the Amendment by ATA and ATAH is a sound exercise of their business judgment.

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Requested by:

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