SO ORDERED: October 29, 2004.

Basil H. Lorch III
United States Bankruptcy Judge

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

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

ORDER AUTHORIZING THE DEBTORS TO (A) ASSUME EXECUTORY CONTRACTS RELATING TO AIRLINE INDUSTRY "CLEARINGHOUSE" OPERATIONS AND (B) HONOR ALL OBLIGATIONS CLEARING AND RELATED TO SUCH AGREEMENTS IN THE ORDINARY COURSE OF BUSINESS

Upon the motion filed October 26, 2004 (the "Clearinghouse Motion"),[1] wherein the Debtors and debtors-in-possession in the above-captioned cases moved this Court for an order pursuant to section 365(a) of the Bankruptcy Code (a) authorizing the Debtors to immediately assume the contracts set forth on Exhibit 1 attached hereto, and, (b) authorizing, but not directing, the Debtors to honor all certain Obligations in the ordinary course of business, and (c) modifying the automatic stay of section 362(a) of the Bankruptcy Code to the extent (but only to the extent) necessary to enable the Debtors and their counterparties to participate in routine billings and settlements in accordance with established industry practices under the Assumed Contracts and otherwise; the Court finds that (i) it has jurisdiction over the matters raised in the Clearinghouse 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 Clearinghouse Motion is in the best interests of the Debtors, their estates and their creditors; (iv) proper and adequate notice of the Clearinghouse Motion and the hearing thereon has been given and that no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Clearinghouse Motion is GRANTED.

2. The contracts set forth on Exhibit 1 attached hereto are assumed by the Debtors under section 365 of the Bankruptcy Code effective as of the date of this Order (the "Assumed Contracts"), and the Debtors shall promptly cure any monetary defaults (if any) under the Assumed Contracts and shall honor all obligations relating to the Assumed Contracts in the ordinary course of business. Except as may be otherwise agreed upon by the Debtors, the Debtors have provided adequate assurance of future performance under the Assumed Contracts

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

as required under section 365(b) of the Bankruptcy Code, without requiring any further action. The Debtors shall give notice of this Order to the counterparties to the Assumed Contracts within three (3) business days of entry of this Order. The Debtors have agreed to provide adequate assurances as follows:

a. to ARC according to Attachment A;

b. to IATA by the payment of $90,000 in equal installments over sixty (60) days with all such amounts held as deposit to secure postpetition obligations of Debtors to IATA; and

c. to BSP Mexico by the holdback of $200,000 in equal weekly installments over sixty (60) days with such amounts held as deposit to secure postpetition obligations of Debtors to BSP Mexico.

3. The Debtors are also authorized, but not directed, to continue honoring, performing, and exercising their respective rights and obligations (whether prepetition or postpetition) in the ordinary course of business and in accordance with the terms of the contracts from which the Obligations arise in the ordinary course of business; provided, however, that such honoring, performing, or exercising of such rights and obligations shall not give rise to administrative claims solely as a result of the entry of this Order.

4. The automatic stay of section 362(a) of the Bankruptcy Code is hereby modified to the extent (but only to the extent) necessary to enable the counterparties to the Assumed Contracts, and the counterparties to the contracts from which the Prepetition Obligations arise, to participate in the routine billings and settlements in accordance with the terms of such contracts in the ordinary course of business.

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

6. Notwithstanding Rule 6006(d) of the Federal Rules of Bankruptcy Procedure, this Order shall take effect immediately upon entry.

7. The entry of this Order is conditional. Any party-in-interest may object to the entry of this Order within ten (10) days after the date of entry, except that the United States Trustee and any statutory committee appointed in these cases shall have fifteen (15) days after the date of entry to object. If any such objection is timely filed, the objection shall be heard at the next regularly scheduled omnibus hearing date. At the hearing, the Court may vacate this Order, modify it or make it final. If no timely objection is filed, this Order shall become final at the conclusion of such objection period without further order of this Court. This Order shall remain in effect notwithstanding any objection until further order of this Court. The modification or vacation of this Order shall not impair any action taken pursuant to it prior to its modification or vacation.

###

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
Indianapolis, Indiana 46204
Telephone: (317) 237-0300
Facsimile: (317) 237-1000
jim.carr@bakerd.com
terry.hall@bakerd.com
steve.claffey@bakerd.com
melissa.hinds@bakerd.com

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:

Debtors' Counsel
United States Trustee
Secured Lenders
Thirty Largest Unsecured Creditors

EXHIBIT 1

1. IATA Standard Agreement for First and Final Interline Billing;

2. IATA Counterindemnity Agreement Governing BSP Membership;

3. IATA Clearing House Membership (Member of the Airlines Clearing House);

4. IATA Pro-Rate Agency Agreement;

5. Multilateral Interline Traffic Agreement – Passenger;

6. Multilateral Interline Traffic Agreement – Cargo Interline Traffic Participation;

7. Multilateral Interline Traffic Agreement – Passenger (MITA One-Way);

8. Interline Cargo Claims Agreement;

9. Multilateral Agreements for Passenger and Cargo Interline Service Charges – United States;

10. Amended and Restated Universal Air Travel Plan Participation Agreement;

11. IATA Currency Clearing Service;

12. All BSP regions to which ATA is currently a participant;

13. All CASS regions to which ATA is currently a participant;

14. Cargo Network Services Corp. Agreements;

15. The Air Traffic Conference Interline Traffic Agreement – Passenger;

16. The Air Traffic Conference Interline Air Cargo Procedures Agreement;

17. The International Air Transport Association Airlines Clearing House, Inc. Interclearing House Agreement;

18. The Agreement Relating to the Settlement of Interline Accounts through Airlines Clearing House, Inc.;

19. ARC Carrier Services Agreement;

20. ARC Agent Reporting Agreement;

21. ARC Corporate Travel Department Reporting Agreement;

22. ATPCO Agreements; and

23. Agreement Establishing Associate Memberships in the Airlines Clearing House, Inc. for the Settlement of Interline Accounts (the "ACH Associate Membership Agreement").

SUPPLEMENT
TO
CARRIER SERVICE AGREEMENT

This Supplement is made and entered into this _____ day of _____ 2004 by and between Airlines Reporting Corporation ("ARC"), a Delaware corporation, and ATA Airlines, Inc. ("the Carrier"), a _____ corporation.

WHEREAS, the parties hereto are parties to that certain Carrier Services Agreement (and all attachments and supplementary agreements thereto (the "Carrier Agreement"), and

WHEREAS, the Carrier has deemed it necessary to seek protection of Chapter 11 of Title 11 of the Bankruptcy Code by filing a petition in the United States Bankruptcy Court for the Southern District of Indiana on October 26, 2004 (the "Petition Date") to seek an orderly restructuring of its business; and

WHEREAS, the Carrier's integrity with ARC and, more importantly, with travel agents and corporate travel departments are vital to the Carrier's successful reorganization; and

WHEREAS, the Carrier seeks to adequately protect ARC for the continued orderly processing and settlement of sales and refunds made by travel agents and corporate travel departments; and

THE PARTIES, in consideration of the mutual promises contained herein, hereby agree as follows:

1. ARC shall withhold from the Carrier's net disbursement on October 27, 2004 up to the sum of Five Hundred Thousand Dollars ($500,000.00), and then the sum of Five Hundred Thousand Dollars ($500,000.00) on the disbursement date of November 3, 2004, and Five Hundred Thousand Dollars ($500,000.00) on the disbursement date of November 10, 2004, and Three Hundred Thousand Dollars ($300,000.00) on the disbursement date of

November 17, 2004 or such sum on each disbursement date thereafter until a total of One Million Eight Hundred Thousand Dollars (the "Standing Reserve") ($1,800,000.00) is withheld. ARC will disburse in the normal course to the Carrier any balance of each net disbursement after each withholding recited above is made. All monies withheld by ARC will continue to be the funds and property of Carrier subject to any right to set off against or recoup therefrom amounts owing by Carrier to ARC under the Carrier Agreement.

2. After the Standing Reserve has been established, ARC will remit one hundred percent (100%) of the weekly net cash disbursements due the Carrier in the normal course of business.

3. Adjustments to the full Standing Reserve may be mutually agreed to by the parties commencing on the fourth (4^{th}) Monday following the withholding of the full Standing Reserve described in Paragraph 1 above and every other Monday thereafter.

4. Not withstanding any termination of this Supplement in accordance with paragraph 8 below, ARC shall not be obligated to relinquish possession of the Standing Reserve until all claims for refunds have been processed or until forty-five (45) days after the termination date whichever first occurs unless otherwise mutually agreed to by the parties.

5. Except as expressly supplemented hereby, the Carrier Agreement shall continue in full force and effect in accordance with the provisions thereof. By entering into this amendment, Carrier has not in any form or fashion be deemed to have assumed the Carrier Agreement which Carrier Agreement remains subject to assumption or rejection by Carrier with the approval of the Bankruptcy Court pursuant to § 365 of the Bankruptcy Code.

6. ARC and the Carrier represent and warrant that the person executing this Supplement on their behalf is authorized to sign this Supplement and bind them to the terms hereof.

7. This Supplement may be signed in counterpart copies, each of which shall be deemed to be an original document, and all of which shall together be deemed to constitute a single document.

8. Notwithstanding anything to the contrary set forth in the Carrier Agreement, the insolvency or financial condition of the Carrier as of the Petition Date and the commencement of the Chapter 11 case shall not be deemed a default under the Carrier Agreement. This Supplement shall terminate upon the earlier to occur of the following: (a) the cessation of operations by the Carrier; (b) the appointment of a trustee, examiner or any other person authorized by the bankruptcy court to operate the Carrier's business or liquidate its assets; (c) the conversion of the Carrier's chapter 11 case to a case under chapter 7 of the Bankruptcy Code; (d) the termination of the Carrier Agreement; (e) the mutual written consent of the parties hereto; or (f) on the date the confirmation of a Chapter 11 Plan becomes effective.

9. Upon termination pursuant to paragraph 8 above, the provisions of the Carrier Agreement will control with respect to the parties obligations thereunder.

IN WITNESS WHEREOF, each of the parties hereto have executed this Supplement as of the date set forth above.

ATA Airlines, Inc.

By: _____

Title: _____

AIRLINES REPORTING CORPORATION

By: _____

Title: _____

BAE SYSTEMS

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

CERTIFICATE OF SERVICE

The following entities were served by first class mail on Nov 03, 2004.
db ATA Holdings Corp., 7337 W Washington St, Indianapolis, IN 46231-1328
aty +Adrienne Go Go, Deputy City Attorney, P.O. Box 8097, San Francisco, CA 94128-8097
aty +Barry Macey, Macey Swanson and Allman, 445 N. Pennsylvania Street, Ste 401, Indianpaolis, IN 46204-1659
aty +Ben T. Caughey, Ice Miller, One American Square, Box 82001, Indianapolis, IN 46282-0200
aty +Brian A. Jennings, Perkins Coie LLP, 1201 Third Avenue, 48th Flr, Seattle, WA 98101-3029
aty +Carren Shulman, Heller Ehrman White & McAuliffe, LLP, 120 West 45th Street, New York, NY 10036-4041
aty +Chris L. Dickerson, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606-1220
aty +David H. Kleiman, Dann Pecar Newman & Kleiman, Box 82008, 1 American Sq # 2300, Indianapolis, IN 46282-0020
aty +Deborah Carusoat, Dale & Eke, 9100 Keystone Xing Ste 400, Indianapolis, IN 46240-2100
aty +Dennis O'Dea, Heller Ehrman White & McAuliffe, LLP, 120 West 45th Street, New York, NY 10036-4041
aty +Douglas W. Jessop, Jessop & Company, PC, 303 East 17th Ave, #930, Denver, CO 80203-1262
aty +Edward B. Hopper, II, Stewart & Irwin PC, 251 E Ohio St Suite 1100, Indianapolis, IN 46204-2142
aty Elliott D. Levin, Rubin & Levin, 342 Massachusetts Ave Suite 500, Indianapolis, IN 46204-2161
aty +Eric C. Redman, Bator Redman Bruner Shive & Ludwig, 151 N Delaware St Ste 1106, Indianapolis, IN 46204-2573
aty +Frederick W. Dennerline, III, Fillenwarth Dennerline Groth & Towe, Ste 204, 1213 N. Arlington Ave, Indianapolis, IN 46219-3238
aty +Gary Lynn Hostetler, Hostetler & Kowalik, P.C., 101 West Ohio Street, Suite 2100, Indianapolis, IN 46204-4211
aty +Grant Levy, International Lease Finance Corporation, 10250 Constellation Blvd, 34th Flr, Los Angeles, CA 90067-6234
aty +Gregory G. Hesse, 1445 Ross Ave, Ste 3200, Dallas, TX 75202-2785
aty +James A. Knauer, Kroger Gardis & Regas, 111 Monument Cir Ste 900, Indianapolis, IN 46204-5125
aty +James E. Coston, Coston & Lichtman, 407 S. Dearborn, Ste 600, Chicago, IL 60605-1115
aty James M. Carr, Baker & Daniels, 300 N Meridian St Ste 2700, Indianapolis, IN 46204-1782
aty +Jay P. Kennedy, Kroger Gardis & Regas, 111 Monument Cir Ste 900, Indianapolis, IN 46204-5125
aty Jeanette L. Thomas, Perkins Coie, LLP, 1120 NW Couch Street, 10th Flr, Portland, OR 97209-4128
aty +Jeannette Eisan Hinshaw, Bose, McKinney & Evans LLP, 135 N. Pennsylvaia, Suite 2700, Indianapolis, IN 46204-4407
aty +Jeffrey J. Graham, Sommer Barnard Attorneys, PC, One Indiana Square, Suite 3500, Indianapolis, IN 46204-2023
aty +Jeffrey K. Milton, Milbank, Tweed, Hadley & McCloy, LLP, 1 Chase Manhattan Plaza, New York, NY 10005-1401
aty +Jeffrey L. Hunter, Office of U.S. Attorney, Suite 2100, 10 West Market, Indianapolis, IN 46204-1986
aty Jeffrey L. Logston, Kroger Gardis & Regas, LLP, 111 Monument Circle, Ste 900, Indianapolis, IN 46204-5125
aty +Jon B. Abels, Dann Pecar Newman & Kleiman, 1 American Sq Ste 2300, Box 82008, Indianapolis, IN 46282-0018
aty +Lee Marable, Airport Legal Services, 8500 Pena Blvd, Ste 9810, Denver, CO 80249-6205
aty +Melissa M. Hinds, Baker & Daniels, 300 N Meridian St Ste 2700, Indianapolis, IN 46204-1782
aty +Michael A. Axel, KeyBank National Assoc., 127 Public Square, Cleveland, OH 44114-1221
aty +Niquelle R. Allen, Ice Miller, One American Square Box 82001, Indianapolis, IN 46282-0200
aty +Orenstein & Associates, PC, 325 N. St. Paul Street, Ste 2340, Dallas, TX 75201-3890
aty +Randy C Eyster, Feiwell & Hannoy, P.C., 251 North Illinois Street, Suite 1700, Indianapolis, IN 46204-1944
aty Randy C. Eyster, Feiwell & Hannoy, PO Box 44141, 251 N Illinois #1700, Indianapolis, IN 46244-0141
aty +Richard J. Swanson, Macey Macey & Swanson, 445 N Pennsylvania St Ste 401, Indianapolis, IN 46204-1659
aty +Rosa R. Orenstein, 325 N. St. Paul Street, Ste 2340, Dallas, TX 75201-3890
aty +Sandra Landron, Heller Ehrman White & McAuliffe, LLP, 120 West 45th Street, New York, NY 10036-4041
aty Sandra Perkins, Dallas/Fort Worth International Airport, Legal Dept, P.O. Box 619428, DFW Airport, TX 75261-9428
aty Steven M. Hedberg, Perkins Coie LLP, 1120 NW Couch Street, 10th Flr, Portland, OR 97209-4128
aty +Terry E Hall, Baker & Daniels, 300 N Meridian St Ste 2700, Indianapolis, IN 46204-1782
aty +Thomas C. Scherer, Bingham McHale LLP, 10 W Market St Ste 2700, Indianapolis, IN 46204-2982
aty +Timothy R. Pohl, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606-1220
aty +Toby L. Gerber, Fulbright & Jaworski, LLP, 2200 Ross Ave, Ste 2800, Dallas, TX 75201-2784
aty +Wendy D. Brewer, Barnes & Thornburg, 11 S Meridian Street, Indianapolis, IN 46204-3535
aty +Whitney L. Mosby, 10 West Market Street, #2700, Indianapolis, IN 46204-2982
aty +Wilbur F. Foster, Milbank, Tweed, Hadley & McCloy, LLP, 1 Chase Manhattan Plaza, New York, NY 10005-1401

The following entities were served by electronic transmission.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****
aty Randy C. Eyster2
cr Air Line Pilots Association, International
cr America West Holdings Corporation
cr Association of Flight Attendants
cr Beal Savings Bank
cr City and County of San Francisco
cr City of Chicago
cr Dallas/Fort Worth International Airport Board

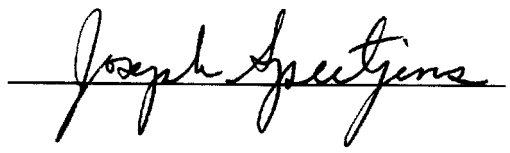
***** BYPASSED RECIPIENTS (continued) *****

cr	Denver International Airport
cr	Fever Basketball Corporation
cr	Flying Food Group, LLC
cr	General Electric Capital Corp., including GE Engin
cr	General Electric Capital Corporation
cr	Goodrich Corpration
cr	Govco Inc./Citibank, NA/Citicorp North America, In
cr	Greater Orlando Aviation Authority
cr	Indianapolis Airport Authority
cr	International Air Transport Association
cr	International Lease Finance Corporation
cr	KeyCorp Leasing, a/k/a Key Equipment Finance, a di
cr	National City Bank of Indiana
cr	Pacers Basketball Corporation
cr	Rolls-Royce North America, Inc.
cr	The Boeing Company, Boeing Capital Corporation, BC
cr	Union Planters Bank
cr	United States of America
cr	Wachovia Bank, N.A.

TOTALS: 27, * 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: Nov 03, 2004 **Signature:**