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

FIRST DAY AIRPORT FEES AND CHARGES MOTION

Hearing:	October 29, 2004 11:00 a.m. EST
Location:	U.S. Courthouse 46 E. Ohio Street, Room 310 Indianapolis, IN 46204
Telephonic Participation Dial-In:	1-877-213-2541
Passcode:	9070313#

FIRST DAY AIRPORT FEES AND CHARGES MOTION

The debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned Chapter 11 cases (the "Chapter 11 Cases"), file this Motion (the "Airport Fees Motion") for entry of bridge and final orders authorizing, but not directing, the Debtors to pay, in the ordinary course of business, as and when due, any prepetition claims or obligations for Secured Domestic Airport Landing Fees and Similar Bonded or Secured Obligations (as defined herein). The proposed form of bridge order ("Bridge Order") is attached as Exhibit A. A proposed final order will be submitted in advance of the final hearing on this Airport Fees Motion. In support of this Motion, the Debtors rely on the affidavits of J. George Mikelsons and James W. Hlavacek filed herewith in support of this Motion and the Debtors' other "first day motions," and may present additional evidence at the hearing on the Airport Fees Motion. In further support of the Motion, the Debtors respectfully state the following:

JURISDICTION

1. On October 26, 2004 (the "Petition Date"), each of the Debtors filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Bankruptcy Court"), its respective voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") commencing the above captioned Chapter 11 cases (the "Bankruptcy Cases"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have, pursuant to a separate motion, moved this Court for an order authorizing the joint administration of the Bankruptcy Cases.

2. No trustee or examiner has been appointed in these Chapter 11 Cases, and no committees have yet been appointed or designated.

3. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

4. The statutory bases for the relief requested herein are Sections 105(a), 363(b), 1107 and 1108 of the Bankruptcy Code.

5. This Airport Fees Motion is a "First Day Motion" as defined in, and allowed under, Section 4.6 of General Order No. 03-10 entered September 18, 2003 by the United States Bankruptcy Court for the Southern District of Indiana ("the Chapter 11 Procedures Order"), and will be heard at the First Day Hearing set on First Day Motions.

6. Pursuant to the Chapter 11 Procedures Order, the Court shall schedule and conduct a hearing on a First Day Motion within two business days (if possible) of the filing of the First Day Motion.

BACKGROUND

7. In 1973, J. George Mikelsons founded the precursor to ATA Airlines, Inc. ("ATA"), in Indianapolis, Indiana. Today, ATA Holdings Corp. ("ATAH") and its wholly-owned direct and indirect subsidiaries operate the tenth largest passenger airline in the United States. Operating a fleet consisting of eighty-four aircraft, ATA is a leading provider of low-cost scheduled airline services, is one of the largest commercial charter airline in the United States and is one of the largest providers of passenger airline charter services to the U.S. military. ATA currently provides scheduled service primarily from its gateway cities of Chicago-Midway and Indianapolis to popular vacation and business destinations such as Phoenix, Las Vegas, Florida, California, Mexico and the Caribbean, as well as to New York's LaGuardia Airport, Philadelphia, Denver, Dallas-Ft. Worth, Washington, D.C., Boston, Seattle, Minneapolis-St. Paul, Newark, Charlotte and Pittsburgh. ATA also provides transpacific service between the

Western United States and Hawaii. ATA*H*'s wholly-owned subsidiary, Chicago Express Airlines, Inc. ("Chicago Express") provides commuter passenger scheduled service between Chicago-Midway and the cities of Indianapolis, Dayton, Des Moines, Flint, Grand Rapids, Madison, Milwaukee, Moline, Toledo, South Bend and Fort Wayne. ATA*H*'s other subsidiaries are Ambassadair Travel Club, Inc., ATA Leisure Corp., Amber Travel, Inc., American Trans Air ExecuJet, Inc. and ATA Cargo, Inc. As of the Petition Date, the Debtors employed a staff of approximately 7,324 full- and part-time personnel, of whom approximately 3,550 were employed under collective bargaining agreements.

8. The geopolitical impact of the conflict in the Middle East and generally weak economic conditions of the past several years have adversely affected the airline industry as a whole, and have caused many airlines, including ATA and Chicago Express, to suffer massive financial losses since 2001. This trend continues in 2004, as the industry and ATA experience a very weak revenue environment and substantially increased fuel costs. These conditions have caused several air carriers, including United Airlines, American Airlines, Delta Airlines, Hawaiian Airlines, and US Airways, to seek bankruptcy protection or warn that bankruptcy may be in the offing.

9. ATA faces a competitive pricing environment that includes extraordinary fare discounting by several airlines in many of the scheduled service markets that ATA serves. At the same time, jet aviation fuel prices have escalated far beyond any price per gallon previously experienced on a sustained basis by the air carrier industry and far beyond the increases expected by ATA. In addition, the highly destructive hurricanes and tropical storms which hit Florida and the Southern coast of the United States in the third quarter of 2004 had a very severe and continuing impact on ATA's revenues as a significant portion of the scheduled service routes of ATA serve these hard-hit areas of the United States.

10. A significant portion of ATA's current leases of aircraft were negotiated with higher payments in early years in order to reduce total rental costs over the related lease terms. These large cash payments made in 2003 and 2004 resulted in substantial use of ATA's cash.

11. ATA has taken many measures to prevent the filing of the Chapter 11 Cases, including working with its three major lessors to restructure its lease obligations. ATA also has sought to reduce costs through, among other measures, negotiating labor cost reductions under its collective bargaining agreements, implementing pay reductions for its non-union employees and substantially reducing the number of employees. In addition to cutting costs, ATAH has conducted an exhaustive search for buyers for certain of ATAH's significant assets, such as the Chicago Midway operations of ATA and Chicago Express, as well as for ATA as a whole. Despite its cost-cutting efforts, Debtors will realize an overwhelming net loss for the full year of 2004. Based on current operating assumptions and market conditions, absent the initiation of these Chapter 11 Cases, ATAH projects that it would not be able to meet its cash obligations within the next 60 days, and perhaps sooner.

12. Coincident with the filing of the Chapter 11 Cases, the Debtors will ask the Court to approve a sale of "Midway Assets" to AirTran Airways, Inc. for $87.5 million or to another buyer making a higher or better offer for such assets (the "AirTran Transaction"). Debtors are discussing the procurement of adequate DIP financing from third-party lenders. Debtors intend to procure such DIP financing during the period in which the ATSB Lending Parties consent to Debtors' use of the cash collateral to support Debtors' obligations. The combination of the AirTran Transaction and a DIP Lending Facility will provide liquidity and business arrangements that will allow ATA and Chicago Express to continue normal airline

operations for the foreseeable future and provide a springboard for a successful reorganization of ATAH and the affiliated Debtors.

RELIEF REQUESTED

A. Summary of Relief

13. By this Airport Fees Motion, pursuant to Section 105(a) and 363(b) of the Bankruptcy Code, the Debtors seek the entry of an order authorizing, but not directing, the Debtors to pay secured domestic airport landing fees and other similar bonded or secured obligations, as determined by Debtors in their discretion.

B. Basis for Relief

14. Airlines typically pay fees to the airport authorities of the airports at which they land. In many cases, the obligation to pay landing fees, apron rents and terminal rents is assured by a cash deposit, a surety bond or a standby letter of credit. The surety bonds are often secured by a letter of credit and the letters of credit are often secured by cash deposits. Similarly, certain obligations to the United States Customs authorities are bonded or secured by letters of credit. Therefore, the secured airport authorities and U.S. Customs authorities will ultimately be paid notwithstanding a debtor's bankruptcy, and one claim (of the airport authority or U.S. Customs) simply will be exchanged for another claim (of the letter of credit issuer or bonding company).

15. The Debtors seek authority to pay secured prepetition fees owed to airport authorities and U.S. Customs authorities. A failure to pay these fees at the outset of the cases could be harmful to the Debtors' operations and will result in the Debtors' estates needlessly incurring additional costs as parties exercise their rights under surety bonds and letters of credit, charge fees to the Debtors and, in some instances, instigate litigation in this Court to enforce their rights.

16. The Debtors owed approximately $3,360,154 in landing fees to certain airport authorities (the "Airport Authorities") as of October 13, 2004. The Airport Authorities, designated by the initials of their respective locations, and the approximate amount owed to each as of October 13, 2004, are identified on Exhibit B attached hereto. If the Airport Fees Motion is granted, the Debtors will be authorized, but not directed, in their discretion to satisfy these prepetition obligations.

C. Applicable Authorities

17. It is well-established that a letter of credit and its proceeds are not property of the estate and that the beneficiary may draw on the letter of credit without violating the automatic stay in the customer's bankruptcy case. See Willis v. Celotex Corp., 978 F.2d 146, 150 n. 3 (4th Cir. 1992); American Bank v. Leasing Serv. Corp. (In re Air Conditioning, Inc. of Stuart), 845 F2d 293, 296 (11th Cir.) ("We agree with LSC that neither a letter of credit nor its proceeds are property of the debtor's estate."), cert. denied, 488 U.S. 993 (1988); see also Rieser v. Landis & GYR Powers, Inc. (In re Bownic Insulation Contractors, Inc.), 134 B.R. 261 (Bankr. S.D. Ohio 1991) (recognizing that performance bond funds are not estate property). The Debtors will incur fees to the bonding company if the Airport Authorities seek payment from the bond. The bonding company will then exercise its rights, if any, under letters of credit. The letters of credit are secured by cash deposits. Thus, in cases where landing fee obligations are supported by surety bonds or letters of credit, the Debtors ultimately will pay (albeit indirectly) the Airport Authority. The impact on unsecured creditors is essentially the same whether the Debtors pay the prepetition claims or whether the Airport Authorities exercise their rights under surety bonds and letters of credit, except that the fees and ongoing expenses to the estates increase needlessly.

18. Moreover, the secured prepetition fees owed to airport authorities are critical to Debtors' continued operations and the safety and comfort of its passengers.

Postpetition payments on certain prepetition debt may be allowed by a Court pursuant to Section 363(b)(1) of the Bankruptcy Code. See In re Kmart Corp, 359 F.3d 866 (7th Cir. 2004). Under 363(b)(1), a trustee, or in this case the debtor in possession, may use, sell, or lease property of the estate, other than in the ordinary course of business. Under Kmart, critical vendors may be paid if (1) such payments are, in fact, critical to the debtor's operation; (2) such payments are necessary to facilitate a reorganization; (3) other vendors will be at least as well off as they would be if such critical vendors were not paid; and (4) such payments will not diminish the amount of funds that will eventually be available for payment to other vendors. This Airport Fees Motion satisfies each of these criteria.

19. Debtors simply cannot fly unless they have the confidence that they can pay the appropriate landing fees, apron rents and terminal rents necessary to land safely and timely. Unlike in Kmart, where the only effect of not paying the prepetition claim of a vendor is the potential effect on the bottom line of the debtor and its success in reorganization, here, non-payment does not just affect the Debtors and their estates, but it also has a very real effect on Debtors' customers, and, considering the prevalence of inter-airline travel, potentially an indirect effect on other airlines connecting with the affected flights.

20. Each plane that takes off carries the lives of scores or even hundreds of people on its wings. Wings that must be maintained, fueled, cleared to land, directed around storms, and staffed by people who are trained and dedicated to protecting its passengers. The landing fees, apron rents and terminal rents are a necessary part to this operation. Clearly, Debtors' operations are critically distinct from a supermarket's operations. The inconvenience of not being able to buy eggs at Kmart cannot be compared to the very real effects on not just the Debtors, but on the public and others in the industry should the Debtors not have the authority to pay the landing fees, apron rates and terminal rents.

21. The Debtors do not request that this Court alter the statutory priorities established by the Bankruptcy Code, nor to prefer some of its creditors over others. Rather, the Debtors seek to protect very valuable estate assets -- its customers and its aircraft. The airline industry is entrusted with the very lives of its customers and the authority to pay certain prepetition.

22. Nothing contained in this Airport Fees Motion shall constitute a rejection or assumption by the Debtors, as debtors-in-possession, of any executory contract discussed herein.

NOTICE

23. The Debtors will provide, on the Petition Date, notice of this Airport Fees Motion and the First Day Hearing, by telephone, telecopy, electronic mail, overnight delivery services, hand delivery or by regular mail, to (i) the office of the United States Trustee for the Southern District of Indiana; (ii) Securities and Exchange Commission; (iii) Internal Revenue Service; (iv) the Air Transportation Stabilization Board; (v) the Debtors' thirty (30) largest general unsecured creditors (to the extent practicable); (vi) all unions representing employees of the Debtors; (vii) all secured Creditors; (viii) any indenture trustees; and (ix) any party who has filed an appearance and served same on the Debtors prior to service (the "Initial Notice Parties").

COORDINATION WITH UNITED STATES TRUSTEE

24. Prior to the Petition Date, the Debtors' counsel conferred with the United States Trustee concerning the intent to file this Airport Fees Motion.

NO PRIOR REQUEST

25. No previous request for the relief requested herein has been made to this Court in these Chapter 11 Cases.

WHEREFORE, the Debtors respectfully request that the Court grant the Airport Fees Motion, enter the Bridge Order and, thereafter, the Final Order, and grant the Debtors all other just and proper relief.

Respectfully Submitted,

BAKER & DANIELS

By: /s/Terry E. Hall

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing First Day Airport Fees and Charges Motion was served this 26th day of October, 2004, by expedited service (facsimile, e-mail, and/or overnight delivery) on the attached list.

/s/Terry E. Hall

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