PLAN EXHIBIT F

NEW FLEET NOTE B

SECURED NON-RECOURSE PROMISSORY NOTE

$1,000,000.00 Dated as of _____ __, ____

FOR VALUE RECEIVED, the undersigned, ATA Airlines, Inc. (the "Debtor"), hereby promises to pay, on or before _____ ___, _____ **[INSERT DATE THREE YEARS FROM NOTE ISSUANCE]**, to the order of Fleet National Bank ("Fleet" or together with its successors and assigns, the "Holder") at c/o Bank of America, One Financial Plaza, 8th Floor, Providence, Rhode Island, 02903, or at such other place as the Holder may designate from time to time, the principal sum of One Million and 00/100 Dollars ($1,000,000.00), together with interest on the unpaid principal amount hereof at the applicable rate and on the dates set forth below. All payments hereunder shall be made in lawful money of the United States and in immediately available funds.

This Note is entered into in connection with that certain Order Approving Second and Final Stipulation with Fleet National Bank Regarding Aircraft Bearing Tail Numbers N162AT and N163AT and Fixing of Unsecured Claims entered in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division on October 6, 2005, and is secured by that certain L-1011 aircraft bearing U.S. Registration Number N163AT.

Interest on the unpaid principal balance hereof shall accrue at a per annum rate equal to ten percent (10%). Interest due hereunder shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed, unless otherwise specified herein. If there shall occur any default under the terms of this Note (a "Default") the interest rate shall automatically increase, without notice, to thirteen percent (13%).

Subject to prepayments of principal or accrued interest permitted hereunder, this Note shall be repaid in scheduled monthly installments of principal and interest in the amount of $32,267.19 beginning on _____ ___, ____ **[INSERT DATE BEING 1 MONTH AFTER NOTE ISSUANCE]** and on the same day of each calendar month thereafter, with a final payment of all outstanding principal and interest due and payable on the maturity date of this Note, such amount and installments to be reduced appropriately in connection with any prepayment of principal or accrued interest permitted hereunder. All payments shall be applied first to interest due hereunder at the applicable rate set forth above and the balance thereof shall be applied on account of the principal of this Note.

If a Default occurs, then in addition to all other amounts recoverable by Holder, Holder shall be entitled to receive from Debtor all costs and expenses including, without limitation, reasonable attorneys' fees, incurred by Holder in exercising its remedies in enforcing and collecting this Note.

Upon the occurrence of a Default, the entire principal balance hereof plus accrued and unpaid interest thereon shall, at the option of the Holder, mature and become immediately due and payable.

Principal payments submitted in funds not available until collected shall continue to bear interest until collected. If any payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Illinois, the due date thereof shall be extended to the next succeeding business day, and interest shall be payable thereon at the rate specified during such extension. Any payment received later than 2:00 p.m. on any business day shall be deemed received on the next succeeding business day.

Regardless of any provisions contained in this Note, Holder shall never be entitled to contract for, charge, reserve, retain, receive, collect or apply, as interest on the obligations due hereunder, any amount in excess of the highest lawful rate and, in the event that the Holder ever receives, collects, or applies, as interest, any such excess, such amount which would be excessive interest shall be applied to the reductions of the unpaid principal balance of the obligations due hereunder, and if the principal balance of the obligations due hereunder is paid in full, any remaining excess shall be forthwith paid to Debtor.

Debtor and all endorsers hereto each hereby waive presentment, protest and demand, notice of protest, notice of demand and notice of dishonor and nonpayment of this Note and any and all lack of diligence or delays in collection or enforcement of this Note, and expressly agree that (i) no single or partial exercise by Holder of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy, and (ii) this Note, or any payment hereunder, may be extended from time to time. Debtor and all endorsers hereto each expressly consent to the release of any party liable for the obligation secured by this Note, the release of any of the security of this Note, the acceptance of any other security therefor, or any other indulgence or forbearance whatsoever, all without notice to any party and without affecting the liability of Debtor and any endorsers hereof. No default shall be waived by Holder except in writing.

The principal and all accrued interest hereunder may be prepaid by the Debtor in part or in full at any time without premium or penalty.

Notwithstanding any other provision of this Note, Debtor has no personal liability or obligation under this Note and upon the occurrence of a Default all amounts payable under this Note shall be payable solely from the proceeds received by the Holder from the Holder's right, title and interest in and to the collateral securing this Note; provided, however, that nothing herein contained shall limit, restrict or impair the right of the Holder to accelerate the maturity of this Note upon a Default, or to bring suit and obtain a judgment against the Debtor on this Note for the sole purpose of realizing upon the collateral securing this Note.

This Note is valid, binding and enforceable in accordance with its provisions, and no conditions exist to the legal effectiveness of this Note. This Note has been delivered at Holder's main office. This Note shall be governed and construed in accordance with the laws of the State of Illinois, in which state it shall be performed, and shall be binding upon Debtor and its successors and permitted assigns.

Holder may at any time transfer or assign this Note and Holder's rights in any collateral securing this Note.

DEBTOR AND HOLDER, BY ITS ACCEPTANCE HEREOF, EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS NOTE OR ANY OTHER DOCUMENT RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS NOTE AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Secured Non-Recourse Promissory Note

This Secured Non-Recourse Promissory Note is signed and delivered by Debtor as of the date first set forth above.

ATA AIRLINES, INC.

By:_____
Its:_____

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