

EXHIBIT 9

**INSTRUCTIONS TO SUBSCRIPTION FORM FOR
RIGHTS OFFERING IN CONNECTION WITH
THE FIRST AMENDED JOINT CHAPTER 11 PLAN FOR REORGANIZING
DEBTORS
[Class 6 Beneficial Holder Form]**

**The Subscription Expiration Date is 4:00 p.m. (prevailing Eastern time)
on January 23, 2006, unless extended by the Debtors.**

To Qualified Holders:¹

On December 12, 2005, ATA Holdings Corp., ATA Airlines, Inc., ATA Leisure Corp. ATA Cargo, Inc. and American Trans Air Execujet, Inc., as debtors and debtors-in-possession (collectively, the "Reorganizing Debtors"), filed the First Amended Joint Chapter 11 Plan for Reorganizing Debtors (as it may be amended, the "Plan of Reorganization") and the Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan for Reorganizing Debtors (as it may be amended, the "Disclosure Statement"). Pursuant to the Plan of Reorganization, each Qualified Holder as of the Voting Record Date has the right to subscribe for Rights Offering New Shares of New Holding Company based on such Qualified Holder's Rights Participation Claim Amount and, to the extent the Rights Offering is not fully subscribed, additional Rights Offering New Shares to which such Qualified Holder elects to subscribe in Item 2c of the attached Subscription Form. See Article VII of the Plan of Reorganization and Section IX of the Disclosure Statement for a complete description of the Rights Offering. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan of Reorganization.

This material is being sent to you as the beneficial owner of all or part of an Allowed Class 6 Claim held by a broker, dealer, commercial bank, trust company or other nominee (a "Nominee") for your account. **The exercise of your Subscription Rights can be made only through your Nominee as the holder of the Allowed Class 6 Claim and pursuant to your instructions.** If you are a Qualified Holder and you would like to participate in the Rights Offering, please follow the instructions below to complete and return the attached Subscription Form, Accredited Investor Certification and Certificate of U.S. Citizenship (collectively the "Subscription Documents") and any required payment to your Nominee with ample time to permit the Nominee to process your election to participate in the Rights Offering and submit a Master Nominee Subscription Form to the Disbursing Agent on or before the Subscription Expiration Date set forth above.

¹ Qualified Holder means a Person(s) who holds Allowed Class 6 Claims and (i) who qualifies as of the Subscription Commencement Date as an "accredited investor" as that term is defined in Rule 501 (a) of Regulation D promulgated under the Securities Act and (ii) who is a U.S. Citizen.

Questions. If you have any questions about the Subscription Documents or the subscription procedures described herein, please contact your Nominee or the Disbursing Agent - The BMC Group, Attention: Stephenie Kjontvedt at 212-310-5909 or Kevin Martin 310-321-5541.

If the Disbursing Agent does not receive the Master Nominee Subscription Form and payment from your Nominee by the Subscription Expiration Date, your Subscription Right will terminate and be cancelled.

To subscribe for Rights Offering New Shares pursuant to the Rights Offering:

1. **Insert** in Item 1 of the attached Subscription Form, the aggregate dollar amount of the Rights Participation Claim held by the Nominee that is beneficially owned by you.
2. **Calculate** in accordance with Item 2a of the attached Subscription Form your Pro Rata Share of Rights Offering New Shares to which you are entitled to subscribe in connection with your Basic Subscription Rights.
3. **Complete** Item 2b of the attached Subscription Form, indicating the whole number of Rights Offering New Shares for which you wish to subscribe, and the total Subscription Price, in connection with your Basic Subscription Rights.
4. **Complete** Item 2c of the attached Subscription Form, indicating the aggregate dollar amount of additional Rights Offering New Shares, if any, for which you commit to subscribe in connection with your Supplemental Subscription Rights.
5. **Provide** for payment in accordance with Item 3 of the attached Subscription Form.
6. **Read and Complete** the certification in Item 4 of the attached Subscription Form.
7. **Return the Subscription Documents and Applicable Payment (If Not by Wire Transfer) to your Nominee in the envelope provided. Do not fax Subscription Documents..**

**SUBSCRIPTION FORM FOR
RIGHTS OFFERING IN CONNECTION WITH
THE FIRST AMENDED JOINT CHAPTER 11 PLAN
FOR REORGANIZING DEBTORS**

SUBSCRIPTION EXPIRATION DATE

**The Subscription Expiration Date is 4:00 p.m. (prevailing Eastern time)
on January 23, 2006, unless extended by the Debtors.**

**Please consult the Plan of Reorganization and accompanying Disclosure Statement for
additional information with respect to this Subscription Form.**

Item 1. Rights Participation Claim Amount. Pursuant to the Plan of Reorganization, each Qualified Holder as of the Voting Record Date is entitled to subscribe for its Pro Rata Share of Rights Offering New Shares and such additional Rights Offering New Shares to which such Qualified Holder elects to subscribe for herein. A Qualified Holder is a holder of an Allowed Class 6 Claim who (a) is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act and (b) is a U.S. Citizen. Pro Rata Share of Rights Offering New Shares means the ratio (expressed as a percentage) of such Qualified Holders' Rights Participation Claim Amount, as determined as of the Subscription Expiration Date, to \$1,100,000,000. For purposes of this Subscription Form, the Rights Participation Claims Amount held by your Nominee is:

- (i) if such Claim is Allowed, the amount of each Allowed Class 6 Claim;
- (ii) if such Claim is on the Rights Offering Claim Amount List, the amount, if any, of such Claim set forth on such list in the column entitled "Rights Offering Claim Amount," unless you have obtained an order of the Bankruptcy Court at least five (5) days prior to the Subscription Expiration Date, otherwise determining the amount of the Claim for purposes of the Rights Offering; and
- (iii) other than in the circumstances described in (i) and (ii) above, the amount is zero.

Rights Participation Claim Amount Held by Nominee:

\$ _____

Indicate below, the aggregate dollar amount of the above Rights Participation Claim Amount that is beneficially owned by you. This amount should be the aggregate principal amount of any bonds, rights participation claims, securities or other instruments, held by the Nominee for your account, with respect to which the Claim relates. If you do not know the amount of the Rights Participation Claim which you beneficially own, contact your Nominee.

\$ _____
(Aggregate Beneficial Ownership)

Item 2.

2a. Calculation of Pro Rata Share of Rights Offering New Shares. To calculate the maximum number of Rights Offering New Shares for which you may subscribe in connection with your Basic Subscription Rights, complete the following:

(Aggregate Beneficial Ownership from Item 1 above divided by \$1,100,000,000)	x	2,500,000	=	(Pro Rata Share of Rights Offering New Shares) Round Down to Nearest Whole Number
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2b. Basic Subscription Right Subscription Amount. By filling in the following blanks, you are agreeing to purchase in connection with your Basic Subscription Rights the number of Rights Offering New Shares specified below (specify a whole number of Rights Offering New Shares not greater than the figure in Item 2a), at a price of \$10.00 per share, on the terms and subject to the conditions set forth in the Plan of Reorganization.

(Indicate number of Rights Offering New Shares you elect to purchase)	x	\$10.00	=	\$ (Subscription Purchase Price)
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2c. Supplemental Subscription Right Subscription Amount. In the event the Rights Offering is not fully subscribed following the exercise of the Basic Subscription Rights, indicate below the maximum dollar amount (specified as a whole number in \$500,000 increments), if any, of additional Rights Offering New Shares you commit to subscribe for in connection with your Supplemental Subscription Rights. By filling in the following blank, you are agreeing to purchase the number of additional Rights Offering New Shares (rounded down to the nearest whole share) determined by dividing your aggregate dollar amount by the per share price of \$10.00, on the terms and subject to the conditions set forth in the Plan of Reorganization.

\$ (Aggregate Dollar Amount of Additional Rights Offering New Shares)

Item 3. Payment for Subscription. In order to exercise the Subscription Rights, each Qualified Holder must: (i) return this duly completed Subscription Form, the Accredited Investor Certification and the Certificate of U.S. Citizenship (collectively, the "Subscription Documents") to its Nominee with ample time to permit the Nominee to process your election to participate in the Rights Offering and submit a Master Nominee Subscription Form to the Disbursing Agent on or before 4:00 p.m. (prevailing Eastern time) on the Subscription Expiration Date; and (ii) pay to the Nominee (for the account of New ATA Holdings) on or before the Subscription Expiration Date such Qualified Holder's Subscription Purchase Price (equal to the sum of the Subscription

Purchase Price indicated in Item 2b and the dollar amount indicated in Item 2c) via wire transfer or by delivery of a bank or cashier's check to the Nominee along with the Subscription Documents. For payment instructions, please contact your Nominee.

If, on or prior to the Subscription Expiration Date, the Disbursing Agent for any reason does not receive from your Nominee both the Master Nominee Subscription Form evidencing your exercise of Subscription Rights and your payment in an amount equal to your applicable Subscription Purchase Price, you will be deemed to have relinquished and waived your right to participate in the Rights Offering. The payments made in accordance with the Rights Offering will be deposited and held by the Disbursing Agent in a trust account, or similarly segregated account or accounts which will be separate and apart from the Disbursing Agent's general operating funds and any other funds subject to any Lien or any cash collateral arrangements and which segregated account or accounts will be maintained for the purpose of holding the money for administration of the Rights Offering until the Effective Date, or such other later date, at the option of the Reorganized Companies, but not later than twenty (20) days after the Effective Date. The Disbursing Agent will not use such funds for any other purpose prior to such date and will not encumber or permit such funds to be encumbered with any Lien or similar encumbrance.

Your Pro Rata Share of Rights Offering New Shares will be recalculated on the Subscription Expiration Date to account for any allowances or disallowances, as applicable, of Allowed Class 6 Claims and each properly exercising Qualified Holder under the Rights Offering will only be entitled to purchase the amount so calculated on such date pursuant to your Basic Subscription Rights. Any amounts paid by you in excess of the amount authorized to be purchased will be refunded, without interest, as soon as reasonably practicable after the Effective Date.

If, as a result of subsequent allowances of Allowed Class 6 Claims for purposes of participating in the Rights Offering or otherwise, or, if as a result of the exercise of Supplemental Subscription Rights, more than all of the Rights Offering New Shares have been subscribed for, then the amount of New Shares subscribed for by each properly exercising Qualified Holder shall be reduced to the number of Rights Offering New Shares. In the event any such reduction is required, such reduction shall be applied first against the Rights Offering New Shares subscribed for in connection with Supplemental Subscription Rights and then, to the extent necessary, against the Rights Offering New Shares subscribed for in connection with Basic Subscription Rights. Rights Offering New Shares otherwise issuable to properly exercising Qualified Holders in connection with Supplemental Subscription Rights will be reduced on a pro rata basis based upon the dollar amount of Initially Unsubscribed Rights Offering New Shares that each Qualified Holder participating in the Supplemental Subscription Rights committed to purchase to the aggregate dollar amount of Initially Unsubscribed Rights Offering New Shares that all the Qualified Holders committed to purchase. Rights Offering New Shares otherwise issuable to properly Qualified Holders in connection with Basic Subscription Rights will be reduced on a pro rata basis based upon the number of Rights Offering New Shares properly subscribed for by such Qualified Holder. The difference between the price actually paid by an exercising Qualified Holder and the amount of the Subscription Purchase Price with respect to the Rights

Offering New Shares that such Qualified Holder is entitled to acquire after giving effect to the foregoing cut backs, if any, shall be refunded, without interest, as soon as reasonably practicable after the Effective Date.

Item 4. Subscription Certifications. I certify that (i) I am the Qualified Holder, or the authorized signatory of the Qualified Holder, and (ii) I am, or such Qualified Holder is, entitled to participate in the Rights Offering. This certification is not an admission as to the ultimate allowed amount of such Allowed Class 6 Claim.

Date: _____

Name of Qualified Holder: _____

Social Security or Federal Tax I.D. No.: _____

(Optional)

Signature: _____

Name of Person Signing: _____

(If other than the Qualified Holder)

Title (if corporation, partnership, or LLC): _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email address: _____

(Optional)

PLEASE NOTE: NO SUBSCRIPTION RIGHT WILL BE VALID UNLESS A PROPERLY COMPLETED AND SIGNED SUBSCRIPTION FORM, ACCREDITED INVESTOR CERTIFICATION AND CERTIFICATE OF U.S. CITIZENSHIP ALONG WITH PAYMENT OF YOUR TOTAL SUBSCRIPTION PURCHASE PRICE ARE RECEIVED BY THE NOMINEE AND PROCESSED WITH THE DISBURSING AGENT ON OR BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 23, 2006. Payment of an amount insufficient to cover the stated subscription will be treated as subscriptions to purchase the number of Rights Offering New Shares to the extent of the payment made (excluding fractional shares). Overpayments will be refunded, without interest. IF THE PLAN OF REORGANIZATION IS NOT CONFIRMED, ALL PAYMENTS IN RESPECT OF THE RIGHTS OFFERING WILL BE REFUNDED, WITHOUT INTEREST.

ACCREDITED INVESTOR CERTIFICATION

The information contained herein is being furnished to New ATA Holdings, Inc. ("New ATA Holdings") in order to enable New ATA Holdings to determine my suitability as an investor in connection with the proposed offer and sale of common stock of New Holding Company (the "Rights Offering New Shares") in the Rights Offering.

I hereby certify that I am an "accredited investor" as the term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, because I satisfy one or more of the criteria listed below.

Please INITIAL or CHECK whichever of the following statements, (a) - (o), is applicable to you:

- _____ (a) The undersigned certifies that the undersigned has an individual net worth,¹ or the undersigned's spouse and the undersigned have a joint net worth, in excess of \$1,000,000.
- _____ (b) The undersigned certifies that the undersigned had an individual income² in excess of \$200,000 in each of calendar years 2005 and 2004, and the undersigned reasonably expects to have an individual income in excess of \$200,000 in calendar year 2006.
- _____ (c) The undersigned certifies that the undersigned had joint income³ with the undersigned's spouse in excess of \$300,000 in each of the calendar years

¹ For purposes of this form, "net worth" (except as otherwise specifically defined) means the excess of total assets at fair market value, including home and personal property, over total liabilities, including mortgage and income taxes on unrealized appreciation of assets.

² For purposes of this form, "individual income" means "adjusted gross income" as reported for Federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amount (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) any deduction claimed for depletion under Section 611 et seq. of the Code, and (iii) any amount by which capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

³ For purposes of this form, "joint income" means "adjusted gross income" for a person and his or her spouse as reported for Federal income tax purposes, increased by the following amount: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Code, and (ii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iii) any amount by which capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

2005 and 2004, and the undersigned reasonably expects to have joint income with the undersigned's spouse in excess of \$300,000 in calendar year 2006.

- _____ (d) The undersigned certifies that the undersigned is a director or executive officer of New Holding Company.
- _____ (e) The undersigned certifies that the undersigned is a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) thereof, whether acting in an individual or fiduciary capacity.
- _____ (f) The undersigned certifies that undersigned is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- _____ (g) The undersigned certifies that the undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- _____ (h) The undersigned certifies that the undersigned is an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) thereof.
- _____ (i) The undersigned certifies that the undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.
- _____ (j) The undersigned certifies that the undersigned is a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5,000,000;
- _____ (k) The undersigned certifies that the undersigned is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) thereof, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self directed plan, with investment decisions made solely by persons that are accredited investors.
- _____ (l) The undersigned certifies that the undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940, as amended.

- _____(m) The undersigned certifies that the undersigned is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.
- _____(n) The undersigned certifies that the undersigned is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.
- _____(o) The undersigned certifies that the undersigned is an entity in which all of the equity owners are accredited investors.

The information certified to above shall be true and correct on and as of the date my Subscription Form is accepted by New ATA Holdings in connection with the above-referenced Rights Offering of Rights Offering New Shares as if made on and as of such date and if there should be any change in such information prior to such date, I will immediately notify New ATA Holdings.

Very truly yours,

(Signature of Investor)

(Name of Investor)

(Signature of Co-Subscriber)

(Name of Co-Subscriber)

DATED:_____

CERTIFICATE OF U.S. CITIZENSHIP

The undersigned hereby certifies under penalty of perjury that he/she/it is a citizen of the United States under the laws of the United States of America as defined in Title 49 US Code, section 40102(15) (the relevant portions of which are set forth below), in accordance with applicable precedent of the U.S. Department of Transportation. This certification is given in connection with the undersigned's subscription for Rights Offering New Shares in the Rights Offering which is a part of the First Amended Joint Chapter 11 Plan for the Reorganizing Debtors.

(Signature of Investor)

(Name of Investor)

(Signature of Co-Subscriber)

(Name of Co-Subscriber)

Dated:_____

"Citizen of the United States" means--

- (A) an individual who is a citizen of the United States;
- (B) a partnership each of whose partners is an individual who is a citizen of the United States; or
- (C) a corporation or association organized under the laws of the United States or a State, the District of Columbia, or a territory or possession of the United States, of which the president and at least two-thirds of the board of directors and other managing officers are citizens of the United States, which is under the actual control of citizens of the United States, and in which at least 75 percent of the voting interest is owned or controlled by persons that are citizens of the United States.

49 U.S.C. Section 40102(a)(15). In addition, the U.S. Department of Transportation has interpreted subsection (B) to permit any entity other than an individual to be a partner so long as the entity is a citizen of the United States.