

EXHIBIT A

Proposed Confidentiality Agreement

November __, 2004

ADDRESS

Re: Confidentiality agreement (the "Agreement") executed pursuant to the "Bid Procedures" approved in the chapter 11 cases that are administratively consolidated as In re ATA Holdings Corp. et al., Case No. 04-19866 (BHL) in the United States Bankruptcy Court for the Southern District of Indiana (the "Court") (the "Chapter 11 Cases")

Dear _____:

In this Agreement, the words "you", "your" and " _____ " refer to _____ [insert the legal name of the "Potential Bidder"]. In connection with your consideration of a possible transaction (the "Transaction") with one or more of ATA Holdings Corp., and/or its subsidiaries (collectively and individually, the "Company") that are debtors in the Chapter 11 Cases, the Company is prepared to make available to you certain information and documents that you may request concerning the Company, its plans, operations, assets and obligations and financial information related to those plans, operations, assets and obligations, which are non-public, confidential, and proprietary in nature. You may wish to make available to the Company information relating to your business, operations, plans and assets which is non-public, confidential, and proprietary in nature, as well.

Each of you and the Company is referred to herein as a "party," and collectively as the "parties" to this Agreement. The term "Representative(s)" as applied to a party or one or more of the Notice Parties¹ means the respective members, directors, officers, employees, agents or advisors including, without limitation, attorneys, accountants, consultants, bankers and financial advisors and other representatives or advisors of such party or one or more of the Notice Parties, who have a need to receive the Evaluation Material. "Evaluation Material" means any non-public, confidential and/or proprietary documents or information provided by a party (or its Representative(s)) (a "Provider"), including, without limitation, not only written information, but

¹ Capitalized terms used in this paragraph shall have the meaning given to them in the Emergency Motion To Establish (A) Procedures For Approval Of Transaction, (B) A Break-Up Fee, And (C) Forms Of Notice (the "Bid Procedures Motion") or in the Bid Procedures.

any information transferred orally, visually, electronically, or by any other means to the other party pursuant to this Agreement. Subject to the "Exceptions" set forth below and as a condition to a Provider providing any Evaluation Material to a "Recipient", the parties mutually agree to treat all Evaluation Material in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth for a period of three years from the date of this Agreement.

The term "Evaluation Material" does not include any document or information (collectively, "Information") which (a) is or becomes generally available to the public other than as a result of a disclosure of such Information by the Recipient or its Representative(s) in violation of this Agreement, (b) was rightfully in the Recipient's possession prior to receipt from the Provider, as evidenced by written record and other than through prior disclosure by the Provider, (c) becomes available to the Recipient on a non-confidential basis from a source other than the Provider or its Representative(s), provided that such source is not known by the Recipient to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Provider with respect to such Information.

During the Confidentiality Period and subject to the Exceptions set forth below, each Recipient agrees that it and its Representative(s) shall use the Evaluation Material received from a Provider solely for the purpose of evaluating a potential Transaction proposed or to be proposed pursuant to the Bid Procedures, that the Evaluation Material received by a Recipient will be kept confidential and that the Recipient will not disclose any of the Evaluation Material in any manner whatsoever; provided however, that (a) a Recipient may make any disclosure of Evaluation Material as to which the Provider gives its prior written consent; (b) any of such Evaluation Material may be disclosed to a Recipient's Representative(s) who need such Evaluation Material for the purpose of evaluating a possible Transaction and who shall, prior to receiving Evaluation Material, provide to the Provider a written confirmation of their agreement to maintain the confidentiality of the Evaluation Material as required by the terms of this Agreement (which written confirmation shall be provided to interested parties upon written request); (c) a Recipient may make any disclosure of such Evaluation Material to any other party or person that has a contractual obligation to the Provider to keep all of such Evaluation Material confidential and such disclosure does not violate such contractual obligation (and to the Representative(s) of such Provider if covered by such contractual obligation); and (d) a Recipient may make any disclosure of Evaluation Material, if required by law, to any regulatory agency or court that has jurisdiction over the Recipient, provided that, if so required to disclose any Evaluation Material to any such regulatory agency, the Recipient must disclose only the part of the Evaluation Material as the Recipient may reasonably determine in good faith is required by law to be disclosed by the Recipient, and provided further that the Recipient first notifies the Provider in writing as soon as reasonably possible prior to disclosure so that the Provider has a reasonable opportunity to secure confidential protection of such information.

Without limiting the generality of the foregoing, a Recipient shall not, nor shall a Recipient permit its Representative(s) to, without prior written consent, file with the Court or any other court or governmental agency any motion, pleading or other document that discloses or refers to any Evaluation Material, except as contemplated by clause (d) of the immediately preceding sentence or in the Exceptions set forth below. The parties shall advise their respective Representative(s) that receive Evaluation Material pursuant to this Agreement of the terms of this Agreement and of such Representative's obligations concerning the confidentiality of all such Evaluation Material hereunder and the proper use thereof, and the Recipient shall be responsible for any actions by its Representative(s) that are inconsistent with the terms hereof. In any event, each party shall be responsible for any breach of this Agreement by its Representative(s) and the parties agree, at their sole expense to take all reasonable measures to restrain their respective Representative(s) from prohibited or unauthorized disclosure or use of the Evaluation Material.

If Evaluation Material is to be filed with the Court, whether in a pleading or memoranda or otherwise, it shall be filed in a sealed envelope marked with the case name and number and the title of the paper which contains the Evaluation Material. The party submitting the filing shall file any necessary motion and take all other appropriate steps necessary to ensure that any Evaluation Material filed with the Court remains sealed and is not made public. If the Court thereafter disallows the filing under seal, the Provider shall have three business days to obtain an order from a court of competent jurisdiction that such information may be filed under seal. Nothing contained herein shall preclude (a) Recipient from exercising any rights it may have to seek to obtain through compulsory legal process information of the type received by Recipient hereunder or (b) the Provider from asserting any rights they may have to (i) require any matter raised by any such legal process to be resolved by the Court, (ii) seek to have any information required to be disclosed pursuant to any such legal process to be subject to confidentiality restrictions, or (iii) otherwise oppose any such action by Recipient.

Notwithstanding the foregoing, you acknowledge that any Evaluation Material provided to the Company, as a Recipient, may be provided, pursuant to the Bid Procedures, to the Notice Parties (including such Notice Parties' Representative(s)). The Evaluation Material shall be (a) kept confidential by any of the Notice Parties (and their Representatives) to which it is provided, (b) used only for the purposes of evaluating a Potential Bidder, a Qualified Bidder, a bid submitted by a Potential Bidder or Qualified Bidder or a proposed Transaction and (c) used by such Notice Parties only in their capacities as Notice Parties under the Bid Procedures. If and to the extent Evaluation Material provided by you becomes relevant and material to any issue or dispute regarding the Bid Procedures, Debtors or the Notice Parties may file copies of such Evaluation Material with the Court or offer such Evaluation Material as evidence with respect to such dispute; however, before making any such filing or offer, the applicable Debtors or Notice Parties shall confer with you to the extent reasonably practicable regarding the possibility of filing or offering such Evaluation Material under seal, redacting portions or taking other action to protect you from the disclosure of non-public, confidential or proprietary information to the

extent reasonably practicable and consistent with the need to file or offer such Evaluation Material. The provisions of this paragraph are referred to herein as the "Exceptions."

In the event that any Recipient or its Representative(s) is requested or required to disclose any of the Evaluation Material in response to questions, interrogatories, requests for information or documents in legal proceedings, or a subpoena, civil investigative demand or other similar process, the Recipient shall provide the Provider with prompt written notice of any such request or requirement so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Provider, the Recipient nonetheless is legally compelled to disclose Evaluation Material in or to any tribunal, the Recipient may, without liability hereunder, disclose in or to such tribunal that portion of the Evaluation Material which is legally required to be disclosed. Nothing contained herein shall limit (a) any rights of a party under the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the local rules of the Court or under other applicable law to (i) seek to obtain information from the other party or (ii) contest the status of any information as Evaluation Material, in the Court or any courts in which appeals or other applications for review of orders or judgments of the Court may be made or, subsequent to the closing of the Chapter 11 Cases and in the absence of any provision in a confirmed plan of reorganization or an order of the Court retaining jurisdiction for the purposes of applying and enforcing this Agreement, in any other court of competent jurisdiction or (b) a party's right to oppose any such action. Nothing contained herein shall preclude (a) a party from exercising any rights it may have to obtain information through legal process or (b) a party from asserting any rights it may have to (i) require any matter raised by any such legal process to be resolved by the Court, (ii) seek to have any information required to be disclosed pursuant to any such legal process to be subject to confidentiality restrictions, or (iii) otherwise oppose any such action by a party.

Each party hereby acknowledges that it is aware and will advise its Representative(s) that United States securities laws may prohibit any person who has material, non-public information concerning this evaluation from purchasing or selling securities of a company which may be a party to a transaction of the type contemplated by this Agreement or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

If either party decides that it does not wish to proceed with a proposed Transaction, such party shall promptly inform the other party in writing. In that case, or at any time upon the written request of the Provider for any reason, a Recipient and its Representative(s) will destroy all documents (and all copies thereof) furnished pursuant hereto, and destroy any extracts, documents, memoranda, notes, compilations or other writings based on or which contain any part of the Evaluation Material. In the event of such a decision or request, all other Evaluation Material shall be destroyed, the limited right to use the Evaluation Material shall cease, and no copy thereof shall be retained. Notwithstanding the destruction of the Evaluation Material, the

parties and their Representative(s) will continue to be bound by the obligations of confidentiality, non-use and other obligations hereunder.

Each party understands and acknowledges that neither a Provider nor its Representative(s) make any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material provided by it to the Recipient except to the extent any such representations and warranties are written. Only those representations or warranties that are made in a final definitive agreement regarding any Transaction contemplated thereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect with respect to any such Transaction.

Each of the parties agree that unless and until a definitive written agreement regarding a Transaction between the parties has been executed, neither party will be under any legal obligation of any kind whatsoever with respect to such a proposed Transaction by virtue of this Agreement or any subsequent oral communications, except for the matters specifically agreed to herein. The Company will not be under any legal obligation of any kind under a definitive written agreement unless and until the Court authorizes the Company to execute such a definitive agreement. For purposes of this paragraph, the term "definitive agreement" does not include any executed letter of intent or any other preliminary written agreement that by its terms contemplates a further definitive agreement, nor does it include any written or verbal acceptance of any offer or bid that may be made in the future.

Unless otherwise agreed to by the Company in writing, all (a) communications regarding any possible Transaction, (b) requests for additional information, (c) requests for tours or meetings, or asset property examinations, and (d) discussions or questions regarding procedures, will be submitted or directed exclusively to: Mr. Gilbert Viets, Chief Restructuring Officer of the Company or Tom Allison or Mike Kennelly of Huron Consulting Group. Unless otherwise agreed to by you in writing, all (a) communications regarding any possible Transaction, (b) requests for additional information, (c) requests for meetings, and (d) discussions or questions regarding procedures, will be submitted or directed exclusively to: _____

It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by either party or any of its Representative(s) and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Specifically, the non-breaching party shall be entitled to a temporary restraining order, or a preliminary or final injunction without the necessity

of posting any bond or undertaking in connection therewith to restrain the breaching party from such violations or threatened violations. Such remedies shall not be deemed to be the exclusive remedies for a breach by a party of this Agreement but shall be in addition to all other remedies available at law or equity to the other party. You agree that you are subject to the jurisdiction and venue of the Court presiding over the Chapter 11 Cases for purposes of enforcing obligations and resolving any disputes under this Agreement. This Agreement is executed pursuant to the Bid Procedures and is governed, to the extent applicable, thereby.

If the Provider has reasonable grounds to believe that the Recipient has used the Evaluation Material for unauthorized purposes or has disclosed such information to unauthorized persons, the Provider has the right to demand the immediate return of all Evaluation Material, including all copies thereof, and require their return within five (5) calendar days of such demand.

The Recipient agrees to indemnify and hold harmless the Provider from and against any action, claim, or proceeding and any costs, expenses, or other liabilities arising therefrom (including, without limitation, reasonable attorneys' fees and expenses), as and when incurred, as result of the unauthorized disclosure by the Recipient or any of its Representatives of the Evaluation Material.

This Agreement is not assignable by either party to any person or entity, including by operation of law, without the prior written consent of the other party, and any assignment without such written consent shall be null and void; *provided, however*, that the obligations under this Agreement shall be binding on the respective successors and assigns of the parties. This Agreement may not be modified nor any provision herein waived except by a separate writing signed by each of the parties expressly so modifying this Agreement or waiving a provision.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Company. This Agreement may be executed in counterparts and each of the parties will be deemed to have fully executed this Agreement when the party faxes a signed copy to the other party.

Very truly yours,

ATA HOLDINGS CORP. (for itself and its subsidiaries)

By: _____

Printed Name and Title

Accepted and agreed on this _____ day of November, 2004:

By: _____

Bose document #580903