

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

In re: ) Chapter 11  
)  
ATA Holdings Corp., et al.,<sup>1</sup> ) Case No. 04-19866  
) (Jointly Administered)  
Debtors. )

**STIPULATION AND AGREED ENTRY RESOLVING OBJECTION TO CLAIM 2099**

The Reorganized Debtors<sup>2</sup>, Edward Dockery ("Mr. Dockery") and Gayla Dockery ("Mrs. Dockery", and together with Mr. Dockery, the "Claimants"), by counsel, hereby stipulate and agree (this "Stipulation") to the following:

1. On October 26, 2004 (the "Petition Date"), each of the Reorganizing Debtors<sup>3</sup> filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "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 cases (the "Chapter 11 Cases"). The First Amended Joint Chapter 11 Plan For Reorganizing Debtors, as immaterially modified (the "Plan"), was confirmed on January 31, 2006 (the "Confirmation Date") and became effective on February 28, 2006.

<sup>1</sup> The Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassador Travel Club, Inc. (04-19869), ATA Leisure Corp. (04-19870), Amber Travel, Inc. (04-19871), American Trans Air Execujet, Inc. (04-19872), ATA Cargo, Inc. (04-19873), and C8 Airlines, Inc. f/k/a Chicago Express Airlines, Inc. (04-19874).

<sup>2</sup> The Reorganized Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), ATA Leisure Corp. (04-19870), American Trans Air Execujet, Inc. (04-19872), and ATA Cargo, Inc. (04-19873).

<sup>3</sup> As that term is defined in the First Amended Joint Chapter 11 Plan For Reorganizing Debtors, as immaterially modified

2. On August 25, 2005, the Claimants filed a general unsecured claim in the amount of \$100,000.00 [Claim No. 2099] (the "Claim") against ATA Airlines, Inc. ("ATA") arising from injuries allegedly sustained by Mrs. Dockery while exiting an aircraft operated by ATA.

3. On July 31, 2006, the Reorganized Debtors objected to the Claim (the "Objection") and on August 25, 2006, the Claimants filed a response to the Objection (the "Response").

4. Following arms' length negotiation between the Reorganized Debtors and the Claimants relating to the Objection and the Claim, the parties agree as follows:

NOW, THEREFORE, IT IS STIPULATED AND AGREED TO by and among the Reorganized Debtors and the Claimants as follows:

5. Without allowance, the Claim shall be estimated at zero for distribution purposes, but such estimation shall not prejudice the Claimants' right to seek compensatory damages payable from available insurance proceeds.

6. The injunction granted pursuant to the confirmation order entered in the Chapter 11 Cases [Docket No. 3657] (the "Injunction") in the above-captioned matter is modified to allow the Claimants to seek redress of their claim outside of the Bankruptcy Court.

7. To the extent the Claimants are found to be entitled to any relief, such relief shall be limited to compensatory damages payable from insurance and the Claimants shall not seek any punitive damages against ATA. Any monetary claims adjudged against ATA shall be collected only from the proceeds of any insurance and the Claimants shall pursue no collection or other actions to collect any amounts from ATA, its affiliated debtors or any of their bankruptcy estates.

8. Nothing in this Stipulation shall affect any and all defenses otherwise available to ATA and/or its insurer in the State Court Action.

9. The Reorganized Debtors and the Claimants hereby expressly represent and warrant that each is authorized to enter into this Stipulation and agree to indemnify the other from any loss or expense that may be incurred as a result of any breach of this warranty.

10. The Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Stipulation. This Stipulation contains the entire agreement of the parties and their respective successors and assigns.

AGREED TO AND SUBMITTED BY:

Dated: May 10, 2007

Dated: May 10, 2007

/s/ Terry E. Hall

/s/ Douglas W. Patterson

James M. Carr (#3128-49)  
Terry E. Hall (#22041-49)  
Stephen A. Claffey (#3233-98)  
Jeffrey C. Nelson (#25173-49)  
BAKER & DANIELS LLP  
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  
jeffrey.nelson@bakerd.com

Douglas W. Patterson  
The Law Offices of Douglas W. Patterson  
2221 W. Franklin St.  
Evansville, IN 47712

*Attorney for Edward and Gayla Dockery*

*Attorneys for the Reorganized Debtors*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing was served this 10<sup>th</sup> day of May, 2007, by electronic mail or first class United States mail, postage prepaid, on the Core Group, 2002 List (post-confirmation), Appearance List (post-confirmation), and Claimants.

/s/ Terry E. Hall