

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

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

NOTICE REGARDING MAXIMUM CURE AMOUNTS

To: The “Counterparty” to an unexpired lease(s) and/or executory contract(s) (the “Contract(s)”).
PLEASE TAKE NOTICE THAT:

On November 2, 2004, ATA Holdings Corp. and certain of its affiliates, as debtors and debtors-in-possession (collectively, the “Debtors”), filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the “Court”), a motion (the “Transaction Procedures Motion”) for entry of an order approving (a) bid procedures (the “Bid Procedures”) to use in connection with proposals that may be made for one or more asset transfer transactions (each, a “Transaction”) with regard to the assets, operations or businesses of the Debtors (the “Assets”) including transfers that may be implemented through a chapter 11 plan, (b) a break-up fee and expense reimbursement that may be payable, subject to certain conditions, limits and restrictions, to AirTran Airways, Inc. (“AirTran”) and (c) forms of notice of the establishment of the Bid Procedures, a potential auction (the “Auction”) and the Transaction Hearing.²

On November 19, 2004, the Court entered the Order (A) Establishing Procedures for Approval of One or More Transactions, (B) Approving and Authorizing a Break-Up Fee, and (C) Approving a Form of Notice which established the Bid Procedures (the “Transaction Procedures Order”). The Transaction Procedures Order establishes, among other things, procedures and deadlines for the submission and consideration of offers competing with the AirTran Transaction for some or all of the Assets. This notice constitutes the “Cure Notice” contemplated by the Transaction Procedures Order.

Debtors hereby notify the Counterparty that Debtors believe that the amount required to effect a cure with respect to any and all defaults (“Defaults”) under the Contract(s) pursuant to Bankruptcy Code § 365(b) is a maximum amount not to exceed the amount listed on the attached “Schedule Regarding Maximum Cure Amounts For Executory Contracts and Unexpired Leases That May be Assumed And Assigned.” In some instances, the Debtors have identified a Maximum Cure amount applicable to a particular Counterparty but have been unable to delineate among numerous Contracts with the Counterparty the specific cure for each Contract and have listed such amounts in the aggregate (the “Maximum Cure Amount”). This Maximum Cure Amount includes amounts that are or may become due

¹ 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 Chicago Express Airlines, Inc. (04-19874).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Bid Procedures.

under an unexpired lease of personal property in the sixty day period following the Petition Date under § 365(d)(1) of the Bankruptcy Code, which period has not yet expired.³ The Maximum Cure Amount specified herein is the maximum amount Debtors believe they would be obligated to pay should they exercise their right to assume and/or assign the Contract(s).⁴

This Notice does not determine the time and manner of paying any cure amount, and such manner of payment shall be considered only upon assumption and/or assignment of a Contract.

This Notice is not a request to assume or assign any Contract at this time.

The Counterparty must file any objection (an "Objection") to the Maximum Cure Amount provided herein by December 10, 2004 (the "Objection Deadline"). Any Objection must state with specificity what cure is necessary for the assumption and/or assignment of the Contract(s) broken down between prepetition and postpetition amounts, if any, and any objection to such assumption and/or assignment, including a request for adequate assurance of future performance.

If no Objection is received by the Objection Deadline the Maximum Cure Amount set forth herein shall be controlling as a maximum cure amount, notwithstanding anything to the contrary in the Contract(s). Absent a timely Objection, the Counterparty shall be forever barred from asserting any other cure claims against the Debtors and any Successful Bidder or the property of any such party as to the Contract(s), and will be bound by an amount not to exceed the cure amount set forth in this Cure Notice, and such non-objection shall be deemed consent to any assumption and/or assignment of the Contract(s) pursuant to the Definitive Agreement or any Alternative Transaction.

Nothing in this notice shall be construed of as an admission by the Debtors that any Contract(s) are in fact lease(s) or executory contract(s) governed by § 365 of the Bankruptcy Code.

Dated: Indianapolis, Indiana
November 29, 2004

/s/ Jeffrey C Nelson

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³ The Debtors filed their respective petitions for relief on October 26, 2004 (the "Petition Date").

⁴ Any cure amount specified herein is subject to reductions achieved through negotiations with any Counterparty, and is further subject to reductions due to amounts paid on any Contract or to any estimation error.