



SO ORDERED: December 03, 2004.

Basil H. Lorch III
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)	
)	Chapter 11
ATA HOLDINGS CORP., et al. ¹)	Case No. 04-19866-BHL-11
)	(Jointly Administered)
Debtors.)	

**INTERIM ORDER AUTHORIZING AND ALLOWING DEBTORS
TO OBTAIN POSTPETITION FINANCING PURSUANT TO
11 U.S.C. §§ 105(a) & 364(c) WITH NATIONAL CITY BANK OF INDIANA
AND SCHEDULING A FINAL HEARING ON THE RELIEF REQUESTED**

This cause comes before the Court on the “Debtors’ Motion For Order: (I) Authorizing Debtors To Obtain Postpetition Financing Pursuant To 11 U.S.C. §§ 105(a) And 364(c); And (II) Scheduling An Interim And Final Hearings On The Relief Requested” (the “Motion”) filed by ATA Holdings Corp., et al. (the “Debtors”). In the Motion, the Debtors request authority to incur postpetition secured debt under the terms of the Credit Agreement², as modified, with

¹ The Debtors are the following entities: ATA Holdings Corp., ATA Airlines, Inc., Ambassador Travel Club, Inc., ATA Leisure Corp., Amber Travel, Inc., American Trans Air ExecuJet, Inc., ATA Cargo, Inc. and Chicago Express Airlines, Inc.

² All terms not defined herein shall have the meanings ascribed to them in the Motion.

National City Bank of Indiana (the “Bank”) under which the Bank issued approximately forty (40) letters of credit to various vendors. Two or more the letters of credit issued pursuant to the Credit Agreement apparently are about to expire absent renewal or extension. It appears that the renewal or extension of these letters of credit is in the best interests of the Debtors and their estates, and that the Credit Agreement, as modified, is beneficial to the Debtors and their reorganization efforts. Because the ATA and the Bank must take action with respect to the renewal or extension of certain letters of credit on or before November 30, 2004, the Debtors sought and received an interim hearing on the relief requested.

The Court, having considered the Motion and being duly advised of the premises, and finding that the Debtors have satisfied the requirements of §§ 105(a) and 364(c) of the Bankruptcy Code that interim authorization to incur postpetition secured debt under the Credit Agreement is in the best interests of the Debtors and their estates, and is necessary to the Debtors’ reorganization efforts, and that the notice provided of the Motion was proper under the circumstances, finds that good cause exists for granting the Motion on an interim basis.

IT IS THEREFORE CONSIDERED AND ORDERED that the Debtors hereby are and shall be authorized to obtain secured postpetition financing from the Bank in the form of the postpetition renewal or extension of continuation of letters of credit with such financing to be governed by the terms of the existing Credit Agreement, all related loan documents and the Stipulation and to pay any requisite fees to the Bank for renewal, extension or creation of letters of credit.

IT IS THEREFORE FURTHER CONSIDERED AND ORDERED that the extension of renewal of existing letters of credit hereby are and shall be secured by the existing first priority security interest against funds in the Depository Accounts and the funds held therein and a

postpetition first priority security interest in the Depository Accounts and any funds deposited therein in the future to satisfy the requirements of the Credit Agreement.

IT IS THEREFORE FURTHER CONSIDERED AND ORDERED that all relief granted herein shall be on an interim basis pending a final hearing on the Motion on December 16, 2004 at 1:30 p.m. (EST) in Room 310 of the U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204.

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Submitted by Co-counsel for the Debtors

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