

EXHIBIT A

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.)	

1110(a) ELECTION BY AIRLINES

ATA Airlines, Inc., f/k/a American Trans Air, Inc. and Chicago Express Airlines, Inc., debtors-in-possession in the above-captioned cases (collectively, the “Airlines” and, together with the other debtors-in-possession in the above-captioned chapter 11 cases, the “Debtors”), by counsel, hereby exercise their rights under § 1110(a) of the Bankruptcy Code and make the following election and representation with respect to the aircraft and/or aircraft engine financing parties set forth on **Exhibit A** hereto (each an “Aircraft Creditor” and, if more than one, collectively, the “Aircraft Creditors”):

1. On October 26, 2004 (the “Petition Date”), the Debtors each filed voluntary petitions for reorganization under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

¹ The Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassadors 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. The Airlines and Aircraft Creditors are parties to the aircraft leases, security agreements or conditional sale contracts described on **Exhibit B** hereto, as amended by the parties (collectively, the “Aircraft Agreements”). Pursuant to the Aircraft Agreements, ATA Airlines leases or granted a security interest in, certain aircraft, engines, appliances, related parts and equipment, and all technical records and documents relating thereto (collectively, the “Equipment”). The Aircraft Equipment may constitute “equipment” within the meaning of §§ 1110(a)(3)(A)(i) and 1110(a)(3)(B) of the Bankruptcy Code.

3. The Airlines represent that: (a) the Equipment has been in the possession of the Airlines, and the Airlines have continued to use the Equipment since the Petition Date in the operation of its business; (b) the Equipment is essential to the continued operation and viability of the Airlines; and (c) it believes that an 1110(a) Election is beneficial to and in the best interests of the Debtors, their creditors and their estates.

4. Accordingly, the Equipment and the Aircraft Agreements may be entitled to the protections of § 1110 of the Bankruptcy Code, *provided, however*, that the Airlines reserve all rights and defenses to challenge whether the Equipment does in fact constitute “equipment” within the meaning of § 1110 of the Bankruptcy Code. Entry of this 1110(a) Election shall not be deemed to constitute an admission by the Airlines that the Equipment constitutes “equipment” within the context of § 1110 of the Bankruptcy Code.

5. The Airlines hereby agree: (a) pursuant to § 1110(a)(2)(A) of the Bankruptcy Code to perform all of its obligations under the Aircraft Agreements, during the period from the Petition Date through rejection of the underlying lease, or renegotiation or assumption thereof; and (b) to cure all payment defaults under the Aircraft Agreements (other than defaults of the kind specified in § 365(b)(2) of the Bankruptcy Code) within the times prescribed in §

1110(a)(2)(B) of the Bankruptcy Code. A schedule of the cure payments to be made by the Debtors on or before 11:59 p.m. (EST) on December 24, 2004² is set forth on **Exhibit C** attached hereto.

6. This 1110(a) Election does not constitute an assumption of the Aircraft Agreements under § 365(a) of the Bankruptcy Code (to the extent such section is applicable) and nothing contained herein shall be construed to constitute such an assumption. The preceding sentence does not otherwise limit or affect the rights, remedies, or claims of the Aircraft Creditors or the Airlines under this 1110(a) Election or § 1110 of the Bankruptcy Code.

7. This 1110(a) Election is an agreement within the meaning of § 1110(a)(2)(A) of the Bankruptcy Code. In the event the Airlines fail to perform any of its obligations under this 1110(a) Election or under the Aircraft Agreements, such failure shall constitute an event of default under this 1110(a) Election and the Aircraft Agreements unless cured in compliance with the terms of the agreements or the Bankruptcy Code if cure is permitted thereunder. The Aircraft Creditors' remedies for a default under this 1110(a) Election shall be governed by and limited to § 1110 of the Bankruptcy Code.

8. This 1110(a) Election shall be binding upon (a) the Airlines and the other Debtors, and any trustee or examiner in the pending chapter 11 cases, or their respective successors and assigns, (b) the Aircraft Creditor and its respective successors and assigns, (c) the trustee in the event that the above-captioned case is converted to a case under chapter 7 of the Bankruptcy Code, and (d) all creditors and other parties-in-interest in the Debtors' chapter 11 cases.

² The Airlines chose December 24, 2004 out of an abundance of caution, but reserve the right to contend that the relevant 60 day periods contemplated by § 1110 of the Bankruptcy Code do not expire until December 27, 2004.

9. This 1110(a) Election is subject to the final approval of the Court and, upon such approval, shall be effective as of 11:59 p.m. (EST) December 24, 2004³. The Airlines shall promptly cause this 1110(a) Election to be presented to the Court for approval in accordance with the Order Establishing Certain Notice, Case Management and Administrative Procedures entered on October 29, 2004.

10. If there is an inconsistency between the terms of this 1110(a) Election and any provision of the Order Authorizing Airlines To: (1) Enter Into 1110(a) Elections/Perform Cure Thereunder; (2) Enter Into 1110(b) Stipulations Extending Time To Comply With 11 U.S.C. § 1110; And (3) File 1110(b) Stipulations And Aircraft Agreements Under Seal” (the “Order”), or between the terms of this 1110(a) Election and any term of the Airlines’ motion with respect to the Order, then the terms of this 1110(a) Election shall control.

³ Or December 27, 2004 (*see* footnote 2, *infra*).

Dated: Indianapolis, Indiana _____, 2004.

Respectfully Submitted,

By: /s/
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Distribution:

Core Group
2002 List
Aircraft Creditor

EXHIBIT B

AIRCRAFT CREDITORS AND EQUIPMENT

Aircraft Creditors

Equipment

1. One [name of manufacturer] model [model number] [type of equipment] bearing Manufacturer's Serial Number [serial number] with U.S. Registration Number [registration number].

EXHIBIT C

PAYMENTS

Payment Dates	Amount

185760