



SO ORDERED: October 27, 2004.

A handwritten signature in black ink, reading "Basil H. Lorch III".

Basil H. Lorch III
United States Bankruptcy Judge

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

In re: ATA Holdings Corp., Debtor.)	Chapter 11 Case No. 04-19866
)	
In re: ATA Airlines, Inc., Debtor.)	Chapter 11 Case No. 04-19868
)	
In re: Ambassador Travel Club, Inc., Debtor.)	Chapter 11 Case No. 04-19869
)	
In re: ATA Leisure Corp., Debtor.)	Chapter 11 Case No. 04-19870
)	
In re: Amber Travel, Inc., Debtor.)	Chapter 11 Case No. 04-19871
)	
In re: American Trans Air Execujet, Inc., Debtor.)	Chapter 11 Case No. 04-19872
)	
In re: ATA Cargo, Inc., Debtor.)	Chapter 11 Case No. 04-19873
)	
In re: Chicago Express Airlines, Inc., Debtor.)	Chapter 11 Case No. 04-19874

**BRIDGE ORDER AUTHORIZING (A) THE RESOLUTION OF CERTAIN OUTSIDE
MAINTENANCE PROVIDERS, CONTRACTORS, AND SHIPPERS IN
SATISFACTION OF PERFECTED OR POTENTIAL MECHANICS',
MATERIALMENS' OR SIMILAR LIENS OR INTERESTS AND OTHER CLAIMS
THROUGH TREATMENT AS ADMINISTRATIVE CLAIMS AND (B) THE
HONORING OF CERTAIN RELATED CONTRACTS IN THE ORDINARY COURSE
OF BUSINESS**

Upon the motion (the “Motion”) of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), seeking entry of an immediate order without notice authorizing, but not directing, pursuant to Sections 105(a), 363(e), 503(b), 546(b), 1107(a) and 1108 of Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the “Bankruptcy Code”), the Debtors to treat as administrative claims certain Outside Maintenance Providers, Contractors, and Shippers in satisfaction of perfected or potential mechanics’, materialmens’ or similar liens or interest, whether possessory or otherwise, and other prepetition claims (collectively the “Liens and/or Interests”), all as more fully set forth in the Motion; and it being found that the relief requested is in the best interests of the Debtors, their estates, creditors and other parties in interest, and after due deliberation and sufficient cause appearing, the Court FINDS that the facts set forth in the Motion support the relief requested, and therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized, but not directed, to treat, on a case-by-case basis and in their sole discretion, the Claims¹ of all Outside Maintenance Providers, Contractors, and Shippers that, in the Debtors’ judgment, have given or could give rise to Liens and/or Interests against the Debtors’ property regardless of whether such Outside Maintenance Providers, Contractors, and Shippers have already perfected such Liens and/or Interests as administrative claims and otherwise deal with such entities in accordance with the Debtors’ normal prepetition procedures and agreements.
3. The Debtors are authorized, but not directed, in their sole discretion to continue honoring, performing and exercising their rights and obligations (whether arising prepetition or postpetition) under the Maintenance Contracts in the ordinary course of business.

¹ All capitalized terms used herein and not defined shall have the meaning ascribed to them in the Motion.

4. To the extent determined by the Debtors in their sole discretion to be necessary and appropriate on a case-by-case basis, each Outside Maintenance Provider, Contractors, or Shippers agrees to continue to provide goods and/or services to the Debtors' on a postpetition basis on Customary Terms and agrees to promptly release any Liens and/or Interests in return for administrative treatment of such Claim. If any such Maintenance Provider, Contractor, or Shipper thereafter does not continue to provide goods and/or services on Customary Terms during the pendency of the Chapter 11 Cases, then such classification of the Claim as administrative shall be revoked and the Outside Maintenance Provider, Contractor, or Shipper shall be deemed to have a general unsecured claim.

5. Nothing contained in this Order shall be deemed an assumption or rejection of any executory contract or agreement or to require the Debtors to make any of the payments authorized herein.

6. Any exercise of Debtors' discretion pursuant to this Order is not, and shall not be deemed an admission as to the validity of the underlying obligation or waiver of any rights the Debtors may have to subsequently dispute such obligation.

7. In addition, the Debtors expressly reserve their rights to enforce the automatic stay provisions of 11 U.S.C. § 362(a)(6) with respect to any creditor who demands payment of their prepetition debts as a condition to doing business with the Debtors postpetition.

8. Notwithstanding the relief granted herein and any actions taken hereunder, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

9. Any exercise of the Debtors discretion pursuant to this Order shall be without prejudice to the Debtors' rights to pursue any claims under the Bankruptcy Code or applicable nonbankruptcy law against the Outside Maintenance Providers, Contractors, and/or

Shippers, including, but not limited to, claims involving the extent, validity, perfection and/or possible avoidance of any Liens and/or Interests.

10. This Motion shall be heard at the First Day Hearing set in these Chapter 11 Cases, at which time the Court will consider continuation of this Bridge Order and entry of a final order on this Motion; and

11. The Debtors shall cause a copy of this Bridge Order to be served by expedited delivery within the next 48 hours on the United States Trustee, the Debtors' secured creditors, the Debtors' 30 largest unsecured creditors, and all parties who have appeared in these Chapter 11 Cases or given notice prior to the entry of this Order.

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Requested by:

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Distribution:

Debtors' Counsel

United States Trustee

Secured Lenders

Thirty Largest Unsecured Creditors