UNITED STATES BANKRUPTCY COURT
Southern District of Indiana
Rm 123 U S Courthouse
46 E Ohio St Indianapolis Indiana 46204

PROOF OF CLAIM

THIS SPACE FOR COURT USE ONLY

Rec'd
U S BANKRUPTCY CT
INDIANAPOLIS DIVISION
2005 JAN 12 AM 9:43
SOUTHERN DISTRICT
OF INDIANA
JOHN A O'NEAL
CLERK

In RE (Name of Debtor)
AMTRAN

Case Number
04-19866

NOTE This form should not be used to make a claim for an administrative expense ensuing after commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U S C § 503

Name of Creditor
Toyota Motor Credit Corporation /Toyota Financial Services /Lexus Financial Services

Name & Address Where Notices Should Be Sent

Toyota Motor Credit Corporation **(TMCC)**
19001 S Western Avenue WF21
Torrance CA 90501

Telephone No (800) 551-9785

☐ Check box if you are aware that anyone else has filed a POC relating to your claim Attach copy of statement giving particulars

☐ Check box if you never received any notices from the bankruptcy court in this case

☐ Check box if this address differs from the address on the envelope sent to you by the court

Account Number

2/3 28083-007

Check here if this claim ☐ Replaces ☐ Amends previously filed claim dated _____

1 BASIS FOR CLAIM
- ☐ Goods sold
- ☐ Services performed
- ☒ **Money loaned**
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other (Describe briefly)
- ☐ Retiree benefits as defined in 11 U S C § 1114(a)
- ☐ Wage salaries and commissions (Fill out below)
  Your social security number
- ☐ Unpaid compensation for services performed
  from_____ to_____
  (date) (date)

2 DATE DEBT WAS INCURRED
06/11/04

3 IF COURT JUDGMENT DATE OBTAINED

4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured priority (3) Secured It is possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describes your claim and STATE THE AMOUNT OF THE CLAIM

☐ **SECURED CLAIM $0.00**
Attach evidence of perfection of security interest
Brief Description of Collateral
☐ Real Estate ☒ **Motor Vehicle** ☐ Other (Describe)
Amount of arrearage & other charges included in secured claim above if any $0.00

☐ **UNSECURED NONPRIORITY CLAIM $0.00**
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim

☒ **UNSECURED PRIORITY CLAIM $15,942.78***
Specify the priority of the claim
- ☐ Wages salaries or commissions (up to $2000 earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier) 11 U S C § 507(a)(3)
- ☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
- ☐ Up to $900 of deposits towards purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
- ☐ Taxes or penalties of governmental units 11 U S C § 507(a)(7)
- ☐ Other 11 U S C § 507(a)(2) (a)(5) (Describe briefly)

5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED	$0.00 (Unsecured)	$0.00 (Secured)	$15,942.78 (Priority)	$15,942.78 (Total)

Represents remaining lease payments only, does not include residual At maturity on 07/15/08 equipment must be returned or purchased in full Debtor to make post petition payments directly to TMCC

☒ Check box if claim includes pre petition charges in addition to principal amount of claim Attach itemized statement

6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited & deducted for the purpose of making this proof of claim In filing this claim claimant has deducted all amounts that claimant owes to debtor

7 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interests If the documents are not available explain If the documents are voluminous attach a summary

8 TIME STAMPED COPY To received an acknowledgment of the filing of your claim, enclose a stamped self addressed envelope and copy of this proof of claim

SPACE FOR COURT USE ONLY

REC'D JAN 19 2005

DATE
01/10/05

SIGNATURE AND TITLE

Pete Arney Asset Protection Administrator
1 800 551 9785 ext 65913

Form 102 (1/97)

ATA
C0705

TOYOTA FINANCIAL SERVICES

RECEIVED
JUL 16 PM 12 04
TOYOTA FINANCIAL SERVI

28053 / 31052

COMMERCIAL LEASE AGREEMENT
(EQUIPMENT)

LEASE NO LA28053 LEASE DATE 06/11/2004

LESSEE NAME AND ADDRESS OF PRINCIPAL OFFICE

IC CORPORATION
DBA-AMTRAN
Hwy 36
Conway AR 72034

☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☑ CORPORATION ☐ OTHER

LESSOR NAME AND ADDRESS

HUGG & HALL EQUIPMENT
7201 SCOTT HAMILTON DRIVE
LITTLE ROCK AR 72209

ADDRESS OF LOCATION OF EQUIPMENT

Hwy 365 South Faulkner
Conway AR 72034

INSURANCE COMPANY OR AGENT

On file

(501) 505 2447

This Agreement ☑ is ☐ is not a **FULL SERVICE MAINTENANCE AGREEMENT**

The following Exhibits, if any, are attached hereto and incorporated herein by this reference

Exhibit "A" N/A
Exhibit "B" N/A

1 LEASE OF EQUIPMENT

Subject to the terms and conditions of this Commercial Lease Agreement ("Agreement"), Lessor hereby rents to Lessee and Lessee hereby rents from Lessor, the following material handling vehicle(s) complete with all additions, attachments and accessories and all other material handling vehicle(s) described on a Notice of Delivery ("Notice of Delivery") executed by Lessor and Lessee from time to time in the form of Supplement(s) attached hereto and incorporated herein by this reference (collectively referred to as the "Equipment")

# OF UNITS	MAKE	MODEL	MONTHLY RENTAL PER UNIT (PLUS APPLICABLE TAXES)	INITIAL TERM	SECURITY DEPOSIT	HOURLY OVERTIME RATE PER UNIT
1	Toyota	7FGU30	$379 59	48	$0 00	$1 75

SERIAL NUMBERS
64781

ATTACHMENTS
E911-Side Shifter Forks, Backup Alarm 187-FSV-Mast Hosing, Strobe / Flashing Lights LP Tank Foam Tires Non-Marking Tires Solid Pneumatic Tires Strobe Light 3way Cat System

All Equipment rented hereunder is rented f o b , at Lessor's address set forth above and will be used by Lessee in Lessee's operation at the address set forth above and as described in a Survey Report executed by Lessor and Lessee (the "Survey Report") Lessee shall not remove any of the Equipment to any other place without Lessor's prior written consent

Where battery powered Equipment is rented, any additional batteries and chargers other than those provided above and included in the monthly rental per item shall be rented at the additional sole cost and expense of Lessee

If an hourly overtime rate is shown above, the hourly overtime rate will apply to each hour of use of any Equipment in excess of 260 hours in any calendar quarter as determined by the hour meter or other mechanical device used to record hours of use supplied with the Equipment ("hour meter") Readings of the hour meter will be taken and billed by Lessor quarterly If any hour meter on any Equipment fails to function, thereby rendering an hour meter reading unavailable for such Equipment, the hours of use will be ascertained by computing the average number of hours per month that the Equipment was used during the previous 3 months of recorded usage (or in case such previous period of recorded use shall be less than 3 months, then during such lesser period) and multiplying the monthly average so computed by the number of months, or fractions thereof, during which said hour meter for such Equipment shall have failed to function Lessee agrees to pay said overtime rental charges within 10 days from the date of Lessor's invoice for such charges

The monthly rentals and estimated annual running hours have been calculated on the basis of information supplied by Lessee and data developed by Lessor as set forth in the Survey Report

2 TERM AND RENEWAL

2 1 The original term of rental of the Equipment will commence with the delivery thereof and, unless sooner terminated as provided herein, will continue for the number of months set forth above under "Initial Term" (the "Initial Term")

2 2 The Initial Term will be extended automatically from month to month after the expiration thereof unless either of the parties gives notice to the other of an intention to terminate such rental at least 60 days prior to the expiration of the Initial Term, or at least 10 days prior to the expiration of any extended term

3 RENT

Lessee will pay the Monthly Rental Per Unit stated in Article 1 with respect to each item of Equipment commencing on the day of delivery and continuing on the same day of the month of each successive month thereafter during the Initial Term, as extended pursuant to Section 2 2 above, until the Equipment is returned to Lessor All rent and other sums payable to Lessor will be paid to Toyota Motor Credit Corporation at the address set forth below its signature or at such other address as Toyota Motor Credit Corporation may provide in writing

4 DELIVERY

When Equipment is delivered to Lessee, Lessor will prepare and deliver to Lessee a Notice of Delivery which will set forth separately for each item the following information number of units, a description of the Equipment, serial number(s) and delivery date Although Lessor will try to deliver the Equipment by the delivery date requested, TIME OF DELIVERY IS *NOT* OF THE ESSENCE AND LESSOR ASSUMES NO LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR FAILURE TO MAKE DELIVERY ON SUCH DATE Lessee or Lessee's authorized representative will execute such Notice of Delivery and return it to Lessor

5 RETURN OF EQUIPMENT

5 1 Lessee will return all of the Equipment at the expiration or earlier termination of the lease term, freight prepaid to a point designated by Lessor The designated point will be in no event farther than Lessor's place of business The Equipment will be returned in safe operating condition

5 2 For purposes of this Article the phrase "safe operating condition" means that the Equipment loaded to its rated capacity (i) has no missing or broken components or accessories, (ii) starts under its own power and idles, (iii) does not leak oil, water, fuel, or any other fluids, (iv) moves through its normal speed ranges in both forward and reverse, (v) steers normally right and left in both forward and reverse, (vi) is able to stop by means of service brakes in a safe distance in both forward and reverse, (vii) lifts, lowers, and tilts normally and without hydraulic oil leaks, and (viii) its attachments, if so equipped, perform all of their required functions In addition, to be in safe operating condition, Equipment will have (a) serviceable tires with some remaining tread and without chunking or flat spots, and (b) operational horn, parking brake and lights

5 3 If all of the Equipment is not returned in safe operating condition, Lessor will bill Lessee for the amount of Lessor's then normal charge to its customers for any repairs necessary to place the Equipment in safe operating condition, regardless of whether Lessor actually performs such repairs, and Lessee will pay such bill within 30 days after its receipt thereof

6 MAINTENANCE, CARE AND INSPECTION

6 1 Lessee will keep the Equipment in a covered area when not in use Lessee will cause the Equipment to be operated only by competent, fully-trained-in-use employees of Lessee Lessee will also assure that the Equipment is operated with driver's overhead guard and load backrest extension installed Lessee agrees to operate the Equipment within its rated capacity and not to alter or modify the Equipment

If this Agreement is a **FULL SERVICE MAINTENANCE AGREEMENT,** the following provisions will also apply

6 2A Subject to the performance by Lessee of its obligations with respect to the Equipment, Lessor will service and maintain the Equipment in proper working condition Lessee agrees to make the Equipment available for servicing by representatives of Lessor at reasonable times during Lessor's business hours Lessee will provide, without charge to Lessor, a suitable area within Lessee's premises in order that Lessor's agents or employees may service each unit of Equipment and perform such repairs as can reasonably be made without removing the Equipment from Lessee's premise The space will be well lighted, heated and ventilated Where the number and type of Equipment warrants, Lessee will provide an adequate, protected storage area and facilities, without charge, in order that Lessor may maintain an inventory of supplies or parts required in the servicing of the Equipment

6 3A If any item of Equipment is out of service for needed repairs, due to normal use, Lessor will promptly, after notice by Lessee, arrange to repair such Equipment If Lessor deems it impracticable to promptly repair any such item of disabled Equipment, Lessor will temporarily substitute similar Equipment in good operating condition until the rented Equipment is put into proper operating condition The substituted Equipment will be as nearly practicable of the same capacity and general specifications as the rented Equipment, provided, that Lessor will not be required to provide specialized attachments or accessories, or to make special alterations to the substituted Equipment Such substituted Equipment will, while in the service of Lessee, be subject to the terms and conditions and the payment of rentals and charges provided in this Agreement

6 4A Lessee, at its own cost and expense, will be responsible for the normal needs required for the Equipment in its daily operation, including, (i) the making of a routine check of each unit at the beginning of each shift, (ii) supplying all necessary fuel (gasoline, electric current or L P gas), replacement oil and water, (iii) where applicable, checking the oil level in the crankcase and water in the cooling system daily and checking the air pressure of pneumatic tires weekly, (iv) where battery-powered Equipment is rented, maintaining the proper level of water in the batteries, and installing devices necessary to effectuate such recharging, and (v) where L P gas Equipment is rented furnishing and storing L P gas fuel and cylinders and changing such cylinders as required

If this Agreement is **NOT A FULL SERVICE MAINTENANCE AGREEMENT,** the following provisions will apply

6 2B Lessor will inspect the Equipment periodically during the lease term Lessor will furnish to Lessee a report after each such inspection on the condition of each unit of Equipment and any repair work that may be required

6 3B Lessee agrees to perform, at its own cost and expense, according to Lessor's manuals for maintenance and operation, all Equipment maintenance, service and repair (including both labor and materials) including, but not limited to

(i) Daily maintenance such as (i) the making of a routine check of each item at the beginning of each shift, (ii) supplying all necessary fuel (gasoline, electric current or L P gas), replacement oil and water, (iii) where applicable, checking the oil level in the crankcase and water in the cooling system daily and checking the air pressure of pneumatic tires weekly, (iv) where battery-powered Equipment is rented, maintaining the proper level of water in the batteries, and installing devices necessary to effectuate such recharging, and (v) where L P gas equipment is rented, furnishing and storing the L P gas fuel and cylinders and changing such cylinders as required

(ii) Preventive maintenance service (per lubrication charts in manual)

(iii) Repairing, overhauling or adjusting of drive line, drive axle, uprights, steering gear, steering axle, hydraulic system brakes, power steering components, chains, and on gas-powered Equipment, the engine, engine accessories, belts, clutch and transmissions, and on battery-powered Equipment, the electric drive and pump motors, and all other routine repair work required to keep the Equipment in good operating condition

(iv) Repairing, overhauling or adjusting of battery and charging Equipment, where battery-powered Equipment is rented

(v) Replacing or repairing of tires

(vi) Repairs that may be required as determined by Lessor during its periodic inspection and report to Lessee

6 4B Lessee will, at its own expense and until the return of the Equipment at the expiration of the lease term, maintain the Equipment in good operating order, repair, and appearance and, in effecting maintenance and repairs, will have such work performed only by qualified persons who are satisfactory to Lessor If Lessor, during any inspection, determines that Lessee has failed to perform its obligations as set forth above with respect to any item of Equipment, Lessor will give Lessee written notice thereof Unless Lessee performs such obligations within 30 days from the date of such notice, Lessor will have the right, but not the obligation, to terminate the Lease and/or to perform the maintenance, service and repair required to be performed by Lessee under this Agreement If Lessor performs such maintenance, service or repair, Lessee will pay Lessor an amount equal to Lessor's then normal charge to its customers for similar services, such payment to be made within thirty (30) days after Lessee receives Lessor's invoice with respect thereto

7 TAXES

Lessee will be responsible for and pay when billed by Lessor any and all taxes, fees, or assessments, however designated, levied, or based, relating to the transfer, use, possession or operation of the Equipment, including but not limited to personal property taxes, gross receipts taxes, privilege taxes, excise taxes, license taxes, and sales and use taxes, together with any penalties, times or interest thereon, and excluding only franchise taxes and taxes measured by the net income of the Lessor When personal property taxes are not billed on an item basis by the respective governmental authority, Lessor will determine the appropriate tax liabilities attributable to the leased Equipment on a reasonable basis Lessee will give immediate notice to Lessor of any attachment, tax notice, or inquiries from taxing authorities concerning the Equipment

8 LIABILITY OF LESSEE

Lessee assumes all risks and liabilities arising from Lessee's possession, use and operation of the Equipment from the moment of delivery to Lessee to the moment of return to Lessor Unless directly caused by Lessor's sole negligence, Lessee agrees to indemnify and hold Lessor, its officers, directors, stockholders, employees, agents and representatives harmless from any and all of the following whether the same be actual or alleged all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorneys' fees) arising in any manner as a result of the breach by Lessee, any agent, employee or servant of Lessee, any assignee of Lessee and any other person using or in possession of the Equipment, of any term of this Agreement, or relating directly or indirectly to the possession, use and operation of the Equipment including, but not limited to injuries or death to persons or damages to or destruction of property, claims and liens for storage, labor and materials and all loss of and damage to the Equipment Should Lessor assign any of its rights or delegate any of its obligations under this Agreement, Lessee agrees that Lessor, Lessor's assignee and the officers, directors, stockholders, employees, agents and representatives of Lessor's assignee, will be entitled to the indemnity provided hereunder

9 INSURANCE

Lessee will provide and pay for an all-risk insurance insuring against physical loss or damage to the Equipment in an amount satisfactory to Lessor Lessee will also provide and pay for public bodily injury and property damage liability insurance against loss caused by or arising from Lessee's possession, use or operation of the Equipment The minimum limits for such liability insurance shall be not less than One Million Dollars combined single limit Lessee will furnish Lessor with certificates of insurance evidencing such coverages and designating both Lessor and its assigns as additional insureds and loss payees under the policy Such certificates shall provide for 30 days prior written notice by registered mail to Lessor of any cancellation or change reducing coverage The insurance so provided will be effective during the period from the moment of delivery of each item of Equipment under lease to Lessee until the moment of return receipt by Lessor Lessor reserves the right, but not the obligation, upon failure of Lessee to furnish such certificates of insurance or upon receipt of a notice of cancellation or change reducing coverage to make such arrangements for insurance as Lessor believes necessary Lessee will pay for the cost of such insurance upon demand

10 THEFT OR DESTRUCTION

If any of the Equipment is stolen or disappears or is damaged to the extent that it is impossible to place it back into the same condition as when received (ordinary wear and tear excepted) ("Casualty Occurrence"), Lessee agrees to reimburse Lessor immediately for the loss of the Equipment by paying Lessor an amount equal to the then unpaid balance of aggregate rental for such Equipment plus the fair market value at the expiration of the Lease Fair market value is the value of the Equipment obtained in an arms length transaction between an informed and willing buyer and seller, valued at its highest and best use and not valued at a forced sale or liquidation value, without deduction for the costs of removal of Equipment from its current location at expiration of the Lease Upon receipt of such payment, Lessor will assign title of the Equipment to Lessee and Lessee's obligations to pay rent shall cease upon such assignment and this Agreement will terminate

11 OWNERSHIP

It is expressly understood and agreed that this Agreement is a lease only and Lessee does not acquire title to any of the Equipment Lessee will not cause or allow any liens or mortgages of any kind whatsoever to be placed on the Equipment Lessee agrees that it will not take any position on any tax returns or other filings with any taxing authority which is inconsistent with the status of this Agreement as a lease or Lessor's status as the owner of the Equipment for income tax purposes Lessee will not make any improvements other than ordinary maintenance and repairs to the Equipment without the prior written approval of Lessor Lessee authorizes Lessor to take any actions reasonably necessary to perfect Lessor's interest in the Equipment, including, but not limited to the filing of any financing statements, or other documents, with or without Lessee's signature If Lessee's signature is required, Lessee hereby appoints Lessor as its attorney-in-fact to execute any such documents or financing statements In the event that Lessor prepares and files such financing statements, Lessee agrees to pay Lessor a fee of $50, plus actual filing costs

12 DEFAULT

Any one or more of the following shall constitute an Event of Default

12 1 Failure by Lessee to make any payment when it is due, if such default shall continue for a period of 10 days after the date such payment is due,

12 2 Default by Lessee in the performance of any other provision of this Agreement, if such default shall continue for a period of 10 days after written notice of such default is given by Lessor to Lessee,

12 3 Institution of a proceeding in reorganization, bankruptcy or insolvency by or against Lessee or its property in any court, which proceeding is not dismissed within a period of 30 days, or

12 4 Lessee (i) is unable to pay its debts as they become due, (ii) makes an assignment for the benefit of creditors, (iii) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property,

12 5 Any material misrepresentation of fact, circumstance or breach of any warranty or covenant by Lessee

13 REMEDIES

13 1 If an Event of Default occurs, Lessor may, at its option, exercise any one or more of the following remedies

a Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Agreement or to recover damages for the breach of such covenants and terms,

b By notice in writing to Lessee, terminate this Agreement as to all or any of the Equipment, whereupon all right and interest of Lessee to or in the use of said Equipment will cease In such event, Lessee will deliver the Equipment as specified in Article 5 1 , or such other place as may be designated by Lessor, without relieving Lessee of its other obligations under this Agreement Lessor may, directly or by its agents, peacefully enter upon the premises of Lessee without demand or notice, or other premises where any of the said Equipment may be or is reasonably believed to be without demand or notice, and take possession thereof,

c Sell any of the Equipment at public or private sale, as Lessor may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such sale or for the proceeds thereof, or

d Hold, keep idle or lease to others any of the Equipment, as Lessor in its sole discretion may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or for any proceeds with respect thereto

13 2 In an Event of Default, Lessor shall have the right to immediately terminate this Agreement and accelerate all payments, charges and other amounts due Lessee agrees that it will pay any expenses including reasonable attorneys fees incurred by Lessor in the repossession or seizure of the Equipment or in the enforcement of any right hereunder

13 3 The remedies provided by this Agreement in favor of Lessor will not be deemed exclusive, but will be cumulative and will be in addition to all other remedies in Lessor's favor existing at law or in equity Lessee hereby waives any and all rights of setoff The exercise of any right or remedy available to Lessor will not operate as a waiver of any other right or remedy The failure of Lessor to exercise or a delay by Lessor in exercising any right or remedy will not operate as a waiver of such right or any other right

14 COLLECTION COSTS

If Lessee breaches any term or condition of this Agreement or otherwise defaults, Lessee agrees to pay all of Lessor's expenses incurred in exercising any of Lessor's rights under this Agreement, including but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorney's fees paid to an attorney who is not a salaried employee, not to exceed the amount permitted by applicable law

15 LATE CHARGE

If a payment due hereunder is received by Lessor more than 10 days after its scheduled due date, Lessee shall pay a late charge equal to 5% of the unpaid amount of the late payment or maximum allowed by law, whichever is less, but only once for each such late payment

16 WARRANTY SERVICE

Lessor will deliver to Lessee the factory limited warranty for the Equipment to enable Lessee to obtain customary warranty service furnished on the Equipment Other than delivering said factory warranty, there are no representations, promises, statements or warranties, express or implied, unless endorsed hereon in writing, and **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE IN NO EVENT SHALL LESSOR BE LIABLE FOR SPECIAL, INCIDENTIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE EQUIPMENT OR LESSEE'S USE THEREOF**

17 ASSIGNMENT

17 1 Lessee will not assign, mortgage or encumber this Agreement or any Equipment leased hereunder, nor sublet or suffer or permit the Equipment to be used by others without the prior written consent of Lessor which consent shall not be unreasonably withheld As to any assignment consented to by Lessor (i) the term of such assignment will not extend beyond the final day of the term of this Agreement and (ii) the rights of the assignee will be expressly subject to all of the terms of this Agreement Lessee understands and agrees that it will remain liable as a principal hereunder and will be bound by all the terms and conditions of this Agreement notwithstanding any express consent by Lessor to any such assignment

17 2 Lessor will have the right to assign any or all of its rights and obligations at any time without notice to Lessee and without Lessee's consent Lessee acknowledges that Lessor will promptly assign this Agreement to Toyota Motor Credit Corporation

18 SECURITY DEPOSIT

Lessor may use the Security Deposit to pay all amounts due under this Agreement If Lessee performs all of its obligations under this Agreement, the Security Deposit will be returned to Lessee at the expiration or termination of this Agreement No interest, increase or profits will be paid to the Lessee on the Security Deposit

19 REPRESENTATIONS AND WARRANTIES

19 1 Lessee represents and warrants that any financial information or other information provided to Lessor is true and accurate, and any information provided to Lessor for inclusion in the Survey Report is a true and accurate statement of Lessee's anticipated use of the Equipment

19 2 Lessee represents and warrants to Lessor that the Equipment shall only be used in Lessee's trade or business and in compliance with all federal, state and local laws and regulations Lessee agrees to maintain in good and legible condition any identification numbers, labels, tags and other markings used to identify the Equipment as Lessor's property

20 NOTICES

All notices or demands pursuant to this Agreement shall be in writing, and deemed made when sent by regular United States mail, registered or certified mail, return receipt requested, or other overnight or express delivery, or electronically with confirmation of receipt to the sender, to the address set herein or such other address as advised of in writing

21 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of the Lessor's place of business

22 FURTHER ASSURANCES

From time to time each party will execute and deliver such further instruments and will take such other action as any other party reasonably may request in order to discharge and perform their respective obligations and agreements hereunder

23 DELAYS

Lessor will not incur any liability to Lessee for any obligations, if prevented by wars, fires, strikes or other labor disputes, accidents, acts of God, governmental regulations or interference, shortages of labor or materials, delays in transportation, non-availability of same from the manufacturer, or other causes beyond Lessor's control IN NO EVENT SHALL LESSOR BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES

24 SEVERABILITY AND WAIVER.

Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any operation

25 PRIOR APPROVAL
This Agreement shall not be effective until reviewed and accepted by Toyota Motor Credit Corporation Lessee shall not take delivery of the Equipment until such time

26 SUCCESSORS AND ASSIGNS
This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective permitted successors and assigns

27 SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES
The covenants, representations, warranties and indemnities of Lessee set forth in this Agreement shall survive the termination of this Agreement

28 AMENDMENTS OR MODIFICATIONS
This Agreement constitutes the entire agreement of the parties No modification or amendment shall be effective unless made in writing and signed by both parties

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written

Lessee IC CORPORATION
DBA-AMTRAN

By _____ Title VP Materials Date 7/14/04

Assignment of Lease Agreement

The authorized signature of the Lessor below has the effect of

1 Accepting the terms and conditions of this Agreement, and
2 Assigning to Toyota Motor Credit Corporation all of Lessor's right, title and interest in and to the leased Equipment and this Agreement, including all amounts to become due under it

Lessor HUGG & HALL EQUIPMENT

By Norma Herringer Title Finance Manager Date 7/14/04

Acceptance of Assignment of Lease Agreement

TOYOTA MOTOR CREDIT CORPORATION

By _____

Title _____

Address P O Box 3457
Torrance, California 90510

TOYOTA FINANCIAL SERVICES

ADDENDUM TO LEASE AGREEMENT
OVERTIME USAGE CHARGE

28053 / 31052

This Addendum to Lease Agreement is incorporated into and made a part of that certain Commercial Lease Agreement (Equipment) dated as of 06/11/2004, including all Supplements and Addenda thereto (the "Lease"), by and between IC CORPORATION DBA-AMTRAN as Lessee ("Lessee"), and HUGG & HALL EQUIPMENT as Lessor ("Lessor")

The following provisions are added to the terms of the Lease

1 LEASE OF EQUIPMENT

The final two paragraphs of Section 1 are hereby deleted in their entirety and replaced with the following

# OF UNITS	MAKE	MODEL	INITIAL TERM	ALLOWED ANNUAL OPERATING HOURS (USAGE)	OVERTIME USAGE CHARGE PER HOUR	ALLOWED OPERATING HOURS PER CALENDAR MONTH (MAINTENANCE)	OVERTIME MAINTENANCE CHARGE PER HOUR
1	Toyota	7FGU30	48	1560	$1 75	N/A	$0 00

SERIAL NUMBERS
64781

If this Agreement is a FULL SERVICE MAINTENANCE AGREEMENT, both the Overtime Usage Charge and the Overtime Maintenance Charge as described below will apply If this Agreement is NOT A FULL SERVICE MAINTENANCE AGREEMENT, only the Overtime Usage Charge will apply

Overtime Usage Charge For all Agreements, the Overtime Usage Charge Per Hour shown above will apply to each hour of use of any Equipment in excess of the Allowed Annual Operating Hours (Usage) shown above The Allowed Annual Operating Hours (Usage) are the Estimated Annual Running Hours shown on the Survey Report, which is based upon information supplied by LESSEE and data developed by LESSOR Overtime Usage Charges, as applicable, will be paid to TOYOTA MOTOR CREDIT CORPORATION ("TMCC"), the Assignee of the Lease

Overtime Maintenance Charge The Overtime Maintenance Charge Per Hour shown above, if any, will apply to each hour of use of any Equipment in excess of the Allowed Operating Hours Per Calendar Month (Maintenance) shown above The Allowed Operating Hours Per Calendar Month (Maintenance) are based upon information supplied by LESSEE and data developed by LESSOR Overtime Maintenance Charges, as applicable, will be paid to the LESSOR or other maintenance service provider

In computing both the Overtime Usage Charge and the Overtime Maintenance Charge, the hours of use will be determined by the hour meter or other mechanical device used to record hours of use supplied with the Equipment ("hour meter") Readings of the hour meter will be taken and any applicable Overtime Maintenance Charge will be billed by the service provider HUGG & HALL EQUIPMENT, or at such intervals as determined by the service provider Any applicable Overtime Usage Charge will be billed by TMCC at the end of the Initial Term, or, if applicable, the extended lease term If any hour meter on any Equipment fails to function, thereby rendering an hour meter reading unavailable for such Equipment, the hours of use will be ascertained by computing the average number of hours per month that the Equipment was used during the previous three months of recorded usage (or in case such previous period of recorded use shall be less than three months, then during such lesser period) and multiplying the monthly average so computed by the number of months, or fractions thereof, during which said hour meter for such Equipment shall have failed to function

Should an Initial Term be extended, Additional Allowed Operating Hours for each Unit, in an amount computed by dividing the Allowed Annual Operating Hours (Usage) for such Unit by twelve, shall be allowed for each month of the extension When an Initial Term has been extended, an Overtime Usage Charge for each Unit will be calculated only for those hours of usage in excess of the total of the Allowed Annual Operating Hours (Usage) for such Unit for each year of the Initial Term, plus the Additional Allowed Operating Hours for such Unit Should an Initial Term be extended, Lessee will also pay an Overtime Maintenance Charge for all hours of usage in excess of the Allowed Operating Hours Per Calendar Month (Maintenance), for each calendar month of the Initial Term and each calendar month or portion of a calendar month that the Lease has been extended

Lessee agrees that, should Lessor terminate the Lease prior to the end of the Initial Term due to an Event of Default, Lessee will pay (1) an Overtime Usage Charge for all hours of usage in excess of the Allowed Annual Operating Hours (Usage) pro rated for the number of months that the Lease was in effect up to and including the month of termination of the Lease, plus (2) an Overtime Maintenance Charge for all hours of usage in excess of the Allowed Operating Hours Per Calendar Month (Maintenance), for each month that the Lease was in effect up to and including the month of termination of the Lease (collectively, the "Pro Rata Overtime Charges")

Lessee agrees to pay all Overtime Usage Charges and Overtime Maintenance Charges within ten (10) days from the date of the service provider's or TMCC's invoice for such charges, except that any Pro Rata Overtime Charges will be due immediately upon termination of the Lease by Lessor

In WITNESS WHEREOF, the undersigned have executed this Addendum to Lease Agreement as of the date first set forth in the Lease

Lessee IC CORPORATION

DBA-AMTRAN

By _____ Title VP Materials Date 7/14/04

Lessor HUGG & HALL EQUIPMENT

By _____ Title Finance Manager Date 7/14/04

ACKNOWLEDGED AND AGREED
TOYOTA MOTOR CREDIT CORPORATION

By _____ Title CF Date 7-21-04

TOYOTA FINANCIAL SERVICES

28089/31082

CONTRACT MODIFICATION

Date 7/21/2004 **Date of Contract:** 06/11/2004
Name:
Dealer HUGG & HALL EQUIPMENT
Description of Units 1 2004 NEW Toyota 7FGU30
64781

Customer IC CORPORATION
DBA-AMTRAN
Billing Address Hwy 365 South
Conway AR 72034

The above contract agreement between the undersigned is modified and amended as follows

☑ Correct name and address is Location and Billing address should be Hwy 365 South, Conway, AR 72034

☐ The correct description of the unit is

☐ The following items are corrected as follows.

DESCRIPTION	STATED AS	SHOULD BE

☐ The total number of monthly installments is _____ The first monthly installment of $_____ is due 30 days from the date of Contract. Subsequent installments are due on the _____ day of each calendar month beginning _____

☐ The total number of monthly payments is _____. The first monthly payment of $_____ is due on the date of this Lease Subsequent payments are due on the _____ day of each calendar month beginning _____

☑ Other Full Service Maintenance Agreement should read "This Agreement is not a full service maintenance agreement"

All other terms and conditions of the Contract or Lease, not modified herein, remain in full force and effect
Please sign below and fax this form to TMCC at (800) 532-1424

BUYER/LESSEE IC CORPORATION
DBA-AMTRAN

By Jim Fagan Title VP Materials Date 7/21/04

TOYOTA MOTOR CREDIT CORPORATION

By _____ Title _____ Date 7-21-04

12026 (05/02)

TOYOTA FINANCIAL SERVICES

28053 / 31052

CONTRACT MODIFICATION

Date 7/21/2004 **Date of Contract** 06/11/2004
Name
Dealer HUGG & HALL EQUIPMENT
Description of Units 1 2004 NEW Toyota 7FGU30
64781

Customer IC CORPORATION
DBA-AMTRAN
Billing Address Hwy 365 South
Conway AR 72034

The above contract agreement between the undersigned is modified and amended as follows

☑ Correct name and address is Location and Billing address should be Hwy 365 South, Conway, AR 72034

☐ The correct description of the unit is

☐ **The following items are corrected as follows**

DESCRIPTION	STATED AS	SHOULD BE

☐ The total number of monthly installments is _____ The first monthly installment of $_____ is due 30 days from the date of Contract Subsequent installments are due on the _____ day of each calendar month beginning _____

☐ The total number of monthly payments is _____ The first monthly payment of $_____ is due on the date of this Lease Subsequent payments are due on the _____ day of each calendar month beginning _____

☑ Other Full Service Maintenance Agreement should read "This Agreement is not a full service maintenance agreement"

All other terms and conditions of the Contract or Lease, not modified herein, remain in full force and effect
Please sign below and fax this form to TMCC at (800) 532-1424

BUYER/LESSEE IC CORPORATION _____
DBA-AMTRAN _____

By _____ Title _____ Date _____

TOYOTA MOTOR CREDIT CORPORATION

By _____ Title _____ Date _____

13028 (05/02)

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone.(800) 331-3282 Fax. (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
510286 ITOYOTA

UCC Direct Services
P O Box 29071
Glendale, CA 91209-9071

6318358

ARAR

Arkansas Secretary of State
Filing_Number 41264180824
Doc Nr 1867710013
Date Filed 07-21-2004 10 00 AM
Total Pages 2

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME Insert only one debtor name (1a or 1b) do not abbreviate or combine names

1a ORGANIZATION'S NAME
IC CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
HWY 286 SOUTH	CONWAY	AR	72034	

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	AR	100001935 ☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Toyota Motor Credit Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P O Box 3457	Torrance	CA	90510-3457	

4. This FINANCING STATEMENT covers the following collateral:

It is the intent of the parties that the transaction referenced herin constitutes a true lease. The party designated as the secured party in item 3 above is the owner of the property described herein This filing is made as a precaution should the transaction be viewed as other than a true lease TWO (2) NEW TOYOTA FORKLIFTS MODEL #7FGU30 SERIAL #64751 64942

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] if applicable ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6318358 RETAIL

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 05/22/02)

Prepared by UCC Direct Services, P O Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

CLASS 5 - I.C. ENGINE PNEUMATIC TIRE TRUCKS

TOYOTA

Model: 7FGU25

Equipment Type	I C PNEUMATIC TIRE LIFT TRUCKS
Size	6 (5 000–5,999 lbs)
Weight	8 450 lbs
Price	$20,895
Price Date	07-02

Standard Configuration for 7FGU25

Capacity	5 000 lbs
Engine	4Y
Engine Manufacturer	Toyota
Horsepower	53 00
Power Mode	Gasoline
Transmission	Powershift
Mast	2 Stage
Maximum Fork Height	131 5 in
Lowered Overall Height	84 4 in

Model Year	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994
Orig. Price	20895	20895	20895	20390						
Avg Resale	14500	13000	11750	10500						
Quick Sale	9000	8000	7250	6500					--	

Options for 7FGU25
(Prices in lieu of standard equipment)

Engine	4Y	$390
Engine Manufacturer	Toyota	
Horsepower	53 00	
Power Mode	LPG	
Mast	3-Stage	1,725
Maximum Fork Height	189 0 in	
Lowered Overall Height	84.5	

Extras for 7FGU25
(Prices in addition to standard equipment)

Sideshift	40" Carriage	$580

Model: 7FGU30

Equipment Type	I C PNEUMATIC TIRE LIFT TRUCKS
Size	7 (6,000–6,999 lbs)
Weight	9 660 lbs
Price	$23,225
Price Date	07-02

Standard Configuration for 7FGU30

Capacity	6,000 lbs
Engine	4Y
Engine Manufacturer	Toyota
Horsepower	57 00
Power Mode	Gasoline
Transmission	Powershift

TOYOTA

Standard Configuration for 7FGU30 (cont.)

Mast	2 Stage
Maximum Fork Height	131 5 in
Lowered Overall Height	85.2 in

Model Year	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994
Orig. Price	23225	23225	23225	22250						
Avg. Resale	16000	14250	12750	11500						
Quick Sale	10000	9000	8000	7250						

Options for 7FGU30
(Prices in lieu of standard equipment)

Engine	4Y	$390
Engine Manufacturer	Toyota	
Horsepower	53 00	
Power Mode	LPG	
Mast	3-Stage	2 075
Maximum Fork Height	187.0 in	
Lowered Overall Height	96.3	

Extras for 7FGU30
(Prices in addition to standard equipment)

Sideshift	42" Carriage	$755

Model: 7FGU32

Equipment Type	I C PNEUMATIC TIRE LIFT TRUCKS
Size	7 (6,000–6,999 lbs)
Weight	9,980 lbs
Price	$24,210
Price Date	07-02

Standard Configuration for 7FGU32

Capacity	6,500 lbs
Engine	4Y
Engine Manufacturer	Toyota
Horsepower	57 00
Power Mode	Gasoline
Transmission	Powershift
Mast	2-Stage
Maximum Fork Height	131.5 in
Lowered Overall Height	85.2 in

Model Year	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994
Orig. Price	24210	24210	24210	24210	23205					
Avg. Resale	16500	14750	13250	11750	10500					
Quick Sale	10250	9250	8250	7250	6500					

Options for 7FGU32
(Prices in lieu of standard equipment)

Engine	4Y	$390
Engine Manufacturer	Toyota	

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BEL792 TMCC EQUIPMENT FINANCE PROGRAM 13 44 21
01/07/05 PAYOFF INQUIRY 01/07/05

REGION 02 WESTERN UNITED STATES BRANCH 0003 EQUIPMENT LEASING STATE 01

MASTER LEASE 28083 SCHEDULE 007 ITEM 0001 NBR ITEMS 0001 LSE STATUS A
CUSTOMER NBR 10315795 AMTRAN* NBR C MEMOS 15 NBR THRU 0

PAYOFF CODE ORG EXP REM	48 6 42	CONTRACT REC	24,164 28
APPRAISAL DATE	REFUND TYPE 5	REFUND	2,266 58-
APPRAISAL AMOUNT		CONTRACT OBL	21,897 70
TAX LOCATION 8 250 %	04 045 0110	SALES TAX	
WAIVE PAYMENTS		RECEIVABLES DUE	
PURCHASE OPTION X		MISC CHG 1 PC	
RESIDUAL VALUE EOT	8,221 50	MISC CHG 2 PC	
WAIVE TERM CHARGE		TERM CHARGE	0 00
WAIVE LATE CHARGE		LATE CHARGE	0 00
APPLY SECURITY DEPOSIT	Y	SECURITY DEPOSIT	0 00
NET INVEST/BOOK VALUE	21,509 61	DLR PROFIT	0 00
GAIN (-) / LOSS (+)	388 09-	NET PAYOFF	21,897 70
		GOOD TO DATE	01/15/05

| PF1 BACK | PF2 ERRORS | PF7 NEW LEASE | PF9 PAYOFF MEMO | PF12 MEMO |
NEXT MENU
ENTER ADJUSTMENTS PRESS ENTER

BAKER & DANIELS

Est 1863 300 North Meridian Street Suite 2700 Indianapolis Indiana 46204 1782 317 237 0300 Fax 317 237 1000 www bakerdaniels com

Sarah B Laughlin
Paralegal
Dir 317 237 1216
sarah laughlin@bakerd com

Indiana
Washington DC
China

January 18, 2005

VIA FEDERAL EXPRESS

Bankruptcy Management Corporation
Attn ATA Claims Agent
1330 East Franklin Avenue
El Segundo, CA 90245

Re Proofs of Claim In Re ATA Holdings Corp , Case No 04-19866

Dear Claims Agent

Enclosed please find proofs of claims submitted directly to the U S Bankruptcy Court or our offices by the following creditors

Marva Tennyson,

General Binding Corporation,

Aztec Aviation, Inc ,

General Mitchell Int'l Airport,

Melissa Henry,

Sundari Sundaresan,

Cingular Wireless,

Loomis, Fargo & Co ,

Minneapolis Oxygen Company,

Lynn Kleiman,

Tntle LLC d/b/a Tate's Express,

ACESS,

Professional Emergency Service Association,

Employment Development Department,

Mid-America Building Maintenance,

Allegra Print & Imaging,

Laurie Dvorak,

National Wine & Spirits Corp ,

A T & T Wireless Services,

DHL Express (USA), Inc ,

Grapevine-Colleyville ISD & City of Grapevine,

Toyota Motor Credit Corporation/Toyota Financial Services/Lexus Financial Services (eight claims),

Idel Scrutchions,

Oak Brook Mechanical Services, Inc ,

Danbee Aerospace,

Cherri Brown,

Lee County Tax Collector,

Richard Momsen,

Michael Crawford,

William Robertson,

Trainor Commercial Construction,

Barnett Electric, Inc ,

Francesca Dennis,

Diane Stark,

Judy Linenschmidt,

Michel H Maalouf,

Michael Crenshaw,

Daniel Miller,

Davis and Judy Traas,

Edgar Tori,

Raymond D Carter,

Jim Garmon,

Willie McCafferty,

Yvette Bryant-Russell,

SWS,

Hawaii Department of Taxation,

Southern Wine & Spirits of Illinois,

Booth Newspapers,

Your Travel Agency,

Cintas,

Hudson News (two claims),

Hudson Euro Cafe,

Conway Coaches,

Wayne Bovey,

General Electric Capital Corporation,

Carol D Shashura,

Karla Gross, and

Katherine Richberg

Sincerely,

Sarah B Laughlin

Sarah B Laughlin

Enclosures

eral Express

ORIGIN ID GSHA (317) 237-0300
MIKE ISON
BAKER & DANIELS
300 NORTH MERIDIAN
SUITE 2700
INDIANAPOLIS IN 46204
UNITED STATES US

Ship Date 18JAN05
Actual Wgt 2 9 LB
System# 371187/CAFE2246
Account S 046200020

BANKRUPTCY MANAGEMENT CORPORATION (317) 237-1100
ATA CLAIMS AGENT
1330 EAST FRANKLIN AVENUE

EL SEGUNDO, CA 90245

FedEx Express

CLS091404/05/05

2184/5146/SBL/LAT

Delivery Address Barcode

BILL SENDER

PRIORITY OVERNIGHT

TRK# **6740 6157 4624** Form 0201

WED Deliver By **19JAN05**

90245 -CA-US **LAX** A1 **XH AVXA**

BAKER ◆ DANIELS

We know t

Est. 1863

300 North Meridian Street Suite 2700 Indianapolis Indiana

VIA FEDERAL EXPRESS

2184/5146 sbl

Bankruptcy Management Corporation
Attn ATA Claims Agent
1330 East Franklin Avenue
El Segundo, CA 90245

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RECD
JAN 19 2005
BMC