PROOF OF CLAIM

THIS SPACE IS FOR COURT USE ONLY

In re

ATA Holdings Corp

Case Number

04-19866

NOTE See Reverse for List of Debtors and Case Numbers

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

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

☐ Check box if you have 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.

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again

Name of Creditor and Address

U S. Bancorp Equipment Finance, Inc.
c/o Steven J Heim
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

Creditor Telephone Number 612 340-2600

Creditor Federal Tax ID	Account Or Other Number By Which Creditor Identifies Debtor

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (describe briefly) lease guaranty
☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries and compensation (Fill out below)
Last four digits of SS # _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED May 18, 2000

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

$ 2,631,958.09	$ _____	$ _____	$ 2,631,958.09
(unsecured)	(secured)	(unsecured priority)	(Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim if any $ _____

6 UNSECURED NONPRIORITY CLAIM $ 2,631,958 09

☒ Check this box if a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it or if c) none or only part of your claim is entitled to priority

7 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $ _____

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 925)* earned within 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 $2 225 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)

☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)

☐ Other Specify applicable paragraph of 11 U S C § 507(a) (____)

Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

8 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

9 SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

10 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self addressed, stamped envelope and an additional copy of this proof of claim.

You may file this proof of claim with BMC at the address below or with the Court at the address on the reserve side If you file with BMC the original of this completed proof of claim form must be sent by mail or hand delivered (Faxes not accepted) so that it is actually received on or before 5 00 pm on 01/24/2005 for Non Government Claimants OR on or before 04/24/2005 for Governmental Units

BY MAIL TO
BMC Group
Attn ATA Claims Agent
PO Box 1035
El Segundo CA 90245 1035

BY HAND OR OVERNIGHT DELIVERY TO
BMC Group
Attn ATA Claims Agent
1330 East Franklin Ave
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED
JAN 24 2005
BMC
ATA

DATE SIGNED	SIGN	and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
01/20/05		

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

01223

EXHIBIT A TO PROOF OF CLAIM
($2,631,958 09)

In re ATA Holdings Corp (Case No 04-19866) Chapter 11

ATTACHMENT TO PROOF OF CLAIM OF
U S BANCORP EQUIPMENT FINANCE, INC

RE Guaranty N203NE (Saab Model 340B Aircraft)

U S Bancorp Equipment Finance, Inc f/k/a U S Bancorp Leasing & Financial ("Lessor") files this Proof of Claim in respect of Guaranty N203NE (the "Guaranty"), dated May 18, 2000, granted by ATA Holdings Corp f/k/a Amtran, Inc ("Debtor"), in favor of Lessor In support of its claim, the Lessor submits herewith a copy of the Guaranty Other documents supporting this Proof of Claim will be made available upon submission of a written request to the Lessor Unless otherwise defined herein in this Proof of Claim, capitalized terms used in this Proof of Claim shall have the meanings given to them in the Guaranty

The Debtor issued the Guaranty to guarantee the performance of its subsidiary, ATA Airlines, Inc f/k/a American Trans Air, Inc ("Lessee") under that certain Lease Agreement N203NE, dated May 18, 2000, between the Lessee and the Lessor (the "Lease"), pursuant to which the Lessor leased to the Lessee,

(i) one Saab Model 340B airframe with FAA registration number N203NE, subsequently changed to N306CE, and manufacturer's serial number 340B-203 (the "Airframe"),

(ii) two General Electric model CT7-9B engines with serial numbers 785144 and 785384 (the "Engines"), and

(iii) two Hamilton Standard model 14-RF propellers with serial number 900634 and 900625 (the "Propellers" and together with the Airframe and Engines, the "Aircraft")

The Lessee has not yet assumed or rejected the Lease Accordingly, this Proof of Claim is a contingent claim, filed on a precautionary basis In the event that the Lessee rejects the Lease, the Debtor will be liable as guarantor of the Lessee's debt to the Lessor in an aggregate amount not less than $2,631,958 09, including

(i) rental fees for the remainder of the lease term ($1,431,958 09), and

(ii) the estimated replacement cost if the Aircraft is not returned to the Lessor in the condition required under the Lease and related documents ($1,200,000 00)

To the extent that the Lessor recovers any part of its claim from the Lessee, such recovery would reduce the amount of the Lessor's claim against the Debtor

The Lessor also files this claim for any other losses, expenses or fees which are unknown at this time but which may be suffered or incurred by it, and which, under law or equity, ought to be borne by the Debtor In asserting this additional claim, the Lessor does not admit to any liability for any other loss, expense or fee

The Lessor specifically reserves the right to amend or supplement this Proof of Claim in any manner and for any purpose, including, without limitation, filing an updated statement of amounts owed in the event that the Lessee rejects the Lease

The Lessor also specifically reserves the right to file a separate administrative claim for any amounts to which it is entitled in respect of the Lease or the Guaranty Nothing contained herein shall limit the Lessor's rights to such an administrative claim

This Proof of Claim is not intended to be, and shall not be construed as (1) an election of remedies, (2) a waiver of defaults, or (3) a waiver or limitation on any rights, remedies, claims or interests of the Lessor Nothing herein shall submit the Lessor to the jurisdiction of this or any other federal or state court or administrative or regulatory authority or tribunal

All Court orders, notices, objections, responses and other pleadings or papers with respect to this Proof of Claim should be served upon

Steven J Heim
Dorsey & Whitney, LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Phone 612-340-2600

GUARANTY N203NE

dated as of May 18, 2000

by

AMTRAN, INC.

in favor of

U S BANCORP LEASING & FINANCIAL

One Leased Saab Model 340B Aircraft

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GUARANTY N203NE

This Guaranty is issued as of May 18, 2000 by Amtran, Inc (the *"Guarantor"*), an Indiana corporation, in favor of U S Bancorp Leasing & Financial (the *"Lessor"*)

The terms in this Guaranty have the same meanings and usage as in Lease Agreement N203NE (the *"Lease"*), dated as of the date of this Guaranty, between the Lessor and Chicago Express Airlines, Inc (the *"Lessee"*), an Indiana corporation

The Guarantor is the direct or indirect owner of all of the common stock of the Lessee

The Lessor is unwilling to consummate the transactions contemplated by the Participation Agreement unless the Guarantor issues this Guaranty

The Guarantor therefore agrees as follows

1. Guarantee of Obligations.

(a) **Guarantee.** The Guarantor acknowledges that it is fully aware of the terms and conditions of the Participation Agreement, the Lease, the Tax Indemnity Agreement, and the other Operative Agreements (the *"Guaranteed Documents"*), and hereby irrevocably and unconditionally guarantees to the Lessor, as primary obligor and not merely as surety, without offset or deduction, (1) the Lessee's payment of all its payment obligations under the Guaranteed Documents when due (including when due by virtue of the declaration of the Lease to be in default) (the *"Financial Obligations"*), and (2) the Lessee's performance of all its other obligations under the Guaranteed Documents (the *"Nonfinancial Obligations"*) (the Financial Obligations and Nonfinancial Obligations being the *"Obligations"*)

If the Lessee fails to pay any Financial Obligation within the applicable grace period after it becomes due and payable, the Guarantor will pay all Financial Obligations then due and payable, upon first demand of the Lessor (such demand to be sent to the Lessee, unless stayed by applicable law, and to the Guarantor, *provided*, that the failure to make any such demand shall not relieve the Guarantor of its obligations or liabilities hereunder and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Lessor against the Guarantor)

If the Lessee fails to perform any Nonfinancial Obligation for any reason when it is required to be performed and any applicable grace period has expired, the Guarantor will cause such Nonfinancial Obligation to be performed within

five Business Days following the Lessor's first demand (such demand to be sent to the Lessee, unless stayed by applicable law, and to the Guarantor, *provided*, that the failure to make any such demand shall not relieve the Guarantor of its obligations or liabilities hereunder and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Lessor against the Guarantor)

(b) **Absolute Guarantee.** The Guarantor's obligations under this Guaranty shall be absolute and unconditional, shall remain in full force and effect until irrevocable payment, performance, or observance in full of all of the Obligations, and shall not be affected by any action taken or not taken by the Lessor, by any lack of prior enforcement or retention of any rights against the Lessee or the Guarantor, by any illegality, unenforceability, or invalidity of the Obligations or the Guaranteed Documents, by any other guaranty or other obligations, or by any other circumstance or condition (whether or not the Guarantor or the Lessee shall have any knowledge or notice thereof), including (1) any termination, amendment, modification, or other change in, or supplement to, any of the Guaranteed Documents or any other agreement, or to the Aircraft or any part thereof, or any assignment, mortgage, or transfer thereof, or any leasing or subleasing of the Aircraft, or any furnishing or acceptance of additional security, or release of any security, for the obligations of the Lessee under the Guaranteed Documents, or the failure of any security or any failure to perfect any interest in any collateral given by the Lessee under the Guaranteed Documents, (2) any failure, omission, or delay on the part of any Person to conform or comply with any term of any Guaranteed Document or any other agreement, including failure to give notice to the Guarantor of the occurrence of a Default, (3) any waiver of the payment, performance, or observance of any of the obligations, conditions, covenants, or agreements contained in any Guaranteed Document or any other agreement or any other waiver, consent, extension, indulgence, compromise, settlement, release, or other action or inaction under or in respect of any Guaranteed Document, or any exercise or nonexercise of any right or remedy under any Guaranteed Document or any obligation or liability of the Lessee or the Lessor, or any exercise or nonexercise of any right, remedy, power, or privilege under or in respect of any Guaranteed Document or any such obligation or liability, (4) any extension of time for payment or performance of any Obligation, (5) the exchange, modification, substitution, or surrender of any collateral, (6) any failure, omission, or delay on the part of the Lessor to enforce, assert, or exercise any right, power, or remedy conferred on it in connection with any Guaranteed Document, or any other action on the part of the Lessor, (7) any voluntary or involuntary bankruptcy, insolvency, assignment for the benefit of creditors, receivership, conservatorship, custodianship, liquidation, marshalling of assets and liabilities, or similar proceeding with respect to the Lessee, the Guarantor, or any other Person or any of their respective properties or creditors, or the disaffirmance in whole or in part of any of the Guaranteed Documents in any such proceeding, or any action taken by any trustee or receiver or by any court in any such proceeding, (8) any limitation on the Lessee's liability or obligations (or the liabilities and obligations

of any other Person) or any discharge, termination, cancellation, frustration, irregularity, invalidity, or unenforceability, in whole or in part, of any of the Guaranteed Documents or any other agreement, (9) any defect in the title, compliance with specifications, condition, design, operation, or fitness for use of the Aircraft, or any damage to or loss or destruction of the Aircraft, or any interruption or cessation of the use of the Aircraft for any reason (including any *force majeure* and any act of a governmental or military authority), (10) any merger or consolidation of the Lessee or the Guarantor into or with any other corporation, or any sale, lease, or other transfer of any of the assets of the Lessee or the Guarantor to any other Person or any change in the ownership of the Guarantor or in the control of any such owner, (11) to the extent permitted by law, any release or discharge, by operation of law, of the Guarantor from the performance or observance of any obligation, covenant, or agreement contained in this Guaranty, and (12) any other condition or circumstance which might otherwise constitute a legal or equitable discharge, release, or defense of a surety or guarantor, or which might otherwise limit recourse against the Guarantor, including any discharge, release, defense, or limitation arising out of any laws of the United States of America or any state thereof or any other governmental entity having authority thereover which would exempt, modify, or delay the due or punctual payment and performance of the obligations of the Guarantor hereunder (it being agreed that the obligations of the Guarantor hereunder shall not be discharged except by payment or performance) No failure or delay in exercising any right under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of the Lessor under this Guaranty or the Guaranteed Documents

(c) **Guarantee of Payment and Performance.** This Guaranty is a guarantee of payment and performance and not merely of collection, and the Guarantor waives any right to require that any action against the Lessee or any other Person or any collateral or security be taken or exhausted before action is taken against the Guarantor The Lessor shall not be required (1) to file suit or to proceed to obtain or assert a claim against the Lessee for the Obligations, (2) to make any effort at collection of the Obligations from the Lessee, (3) to foreclose against or seek to realize upon any present or future security for the Obligations, (4) to file suit or to proceed to obtain or assert a claim for personal judgment against any other Person liable for the Obligations, or to make any effort at collecting the Obligations from any such other Person, or to exercise or assert any other right or remedy to which the Lessor is or becomes entitled in connection with the Obligations or any security or other guarantee therefor, or (5) to assert or to file any claim against the assets of the Lessee or any other guarantor or any other Person liable for the Obligations, or any part thereof, either before or as a condition to enforcing the Guarantor's liability under this Guaranty or to require the Guarantor to pay or perform the Obligations at any time thereafter

(d) **Waiver.** Except as otherwise expressly provided in this Guaranty or

any other Operative Agreement, the Guarantor hereby waives diligence, presentment, demand, protest, notice, and all other demands and notices of any kind whatsoever with respect to this Guaranty or the Obligations, including (1) notice of acceptance of this Guaranty, notice of nonpayment or nonperformance of any of the Obligations, and notice of a Default, (2) any requirement to exhaust any remedies exercisable upon a default under any Guaranteed Document or other agreement, (3) any notice of any sale, transfer, or other disposition of any right or title to or interest in the Aircraft or any part thereof, and (4) any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge, release, or defense of a guarantor or surety or which might otherwise limit recourse against the Guarantor

(e) **Termination.** The Guarantor's obligations under this § 1 shall terminate (subject to reinstatement under § 3 hereof) when the Obligations have been irrevocably paid and performed in full

2. Rights Limited to Lessor. This Guaranty shall not create any right in any Person except the Lessor (and its permitted successors and assigns), and shall not be construed in any respect to be a contract in whole or in part for the benefit of any other Person

3. Bankruptcy, etc. If at any time all or any part of any payment or performance theretofore applied to any of the Obligations is or must be rescinded or returned for any reason whatsoever (including the bankruptcy, insolvency, or reorganization of the Lessee), such Obligations shall, for purposes of this Guaranty, to the extent rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Lessor, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Obligations all as though such application by the Lessor had not been made If an event permitting the declaration of default under a Guaranteed Document exists at any time, and such declaration of default is prevented by the pendency against Lessee or any other Person of a case or proceeding under a bankruptcy or insolvency law, then for purposes of this Guaranty and the Guarantor's obligations hereunder, such Guaranteed Document shall be deemed to have been declared in default with the same effect as if such Guaranteed Document had been enforceable in accordance with the terms thereof, and the Guarantor shall forthwith pay the amounts due hereunder as specified by the Lessor, any interest thereon, and any other amounts guaranteed hereunder, without further notice or demand

4. Subrogation. If the Guarantor makes a payment to the Lessor under this Guaranty, the Guarantor shall be subrogated to the Lessor's claims against the Lessee or any other Person relating to that payment (but only in the amount and to the extent so received in good and indefeasible funds) Any such

subrogation right shall be subject and subordinate to the Lessor's rights under the Guaranteed Documents No payment or performance hereunder by the Guarantor shall give rise to any claim of the Guarantor against the Lessor

5. Amendments and Other Actions. The Lessor may, in its discretion, and without affecting the Guarantor's absolute and unconditional liability under this Guaranty, agree to amendments, modifications, or supplements to the Guaranteed Documents or any other agreement, and give or withhold consents, waivers, or approvals, and exercise or refrain from exercising rights, under the Guaranteed Documents or any other agreement

6. Assignment. The Lessor may at any time sell, assign, transfer, or otherwise dispose of its interest in all or any part of this Guaranty, the Guaranteed Documents, or any other agreement and in the property and interests subject thereto and hereto, subject to any limitations and conditions thereon in any such Guaranteed Document or other agreement To the extent of the interest acquired by it, any purchaser, assignee, transferee, or other party so acquiring the Lessor's interest shall have the same rights as such assigning Lessor hereby and shall be deemed and declared a "Lessor" hereunder The Guarantor shall not assign any of its rights or obligations hereunder, including any claim arising by subrogation

7. Written Changes Only. No amendment, waiver, or consent under the terms of this Guaranty shall be effective unless evidenced by an instrument in writing signed by the Guarantor and the Lessor

8. Payments. All payments by the Guarantor hereunder shall be made in the United States in U S dollars and in immediately available funds, and otherwise as provided in the Guaranteed Documents pursuant to which the relevant Obligations are created All payments hereunder shall be made free and clear of, and without deduction or withholding for or on account of, any taxes, levies, fees, imposts, duties, expenses, commissions, withholdings, assessments, or other charges, together with all penalties, fines, additions to tax, and interest thereon (collectively, *"Taxes"*) to the extent that any such Taxes would reduce the amount that the Lessor receiving the payment otherwise would have received had the Lessee made such payment If any Taxes must be deducted or withheld from any payment hereunder, the Guarantor shall increase the amount paid so that the Lessor receives the full amount of the payment provided for in this Guaranty on an After-Tax Basis

9. Representations, Warranties, and Covenants. The Guarantor hereby represents, warrants, and covenants to the Lessor as follows

(a) **Organization.** The Guarantor is a corporation duly organized and existing under the laws of Indiana, and has the power and authority to carry on its business as now conducted, to own or to hold under lease the properties it holds itself out as owning or leasing, and to enter into and perform its obligations under this Guaranty

(b) **Authorization; Compliance.** The Guarantor has the power and authority to issue this Guaranty This Guaranty has been duly authorized by all necessary action on the Guarantor's part, and does not require any approval or other action of the shareholders of the Guarantor or approval or consent of any trustee or holders of any indebtedness or obligations of the Guarantor or of any other Person, except such as have been obtained, and the Guarantor has duly executed and delivered this Guaranty The Guarantor's execution, delivery, and performance of this Guaranty are not inconsistent with the Guarantor's articles of incorporation or by-laws, do not contravene any law, judgment, decree, governmental rule, regulation, or order applicable to or binding on the Guarantor, and do not contravene, result in any breach of, or constitute any default or result in the creation of any Lien under, any indenture, mortgage, security agreement, deed of trust, or other agreement or instrument to which the Guarantor is a party or by which the Guarantor or its properties are bound which reasonably may be expected to have a materially adverse effect on the Guarantor's financial condition or ability to perform its obligations under this Guaranty

(c) **Approvals.** Neither the Guarantor's execution and delivery of this Guaranty, nor the Guarantor's consummation of any of the transactions contemplated hereby, requires the consent or approval of, giving of notice (other than subsequent reporting requirements) to, registration with, or taking of any other action in respect of, any governmental authority or agency, except any which are in full force and effect

(d) **Validity of Guaranty.** This Guaranty has been duly entered into, executed, and delivered and constitutes a legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms The Guarantor's obligations under this Guaranty rank, and until discharged in full will continue to rank, in right of payment and security, equally and ratably in all respects with all the Guarantor's present and future unsecured and unsubordinated indebtedness for borrowed money

(e) **Litigation.** There are no pending or, to the Guarantor's knowledge, threatened actions or proceedings before any court or administrative agency of the United States or any state thereof, which may be expected to have a materially adverse effect on the Guarantor's financial condition or ability to perform its obligations under this Guaranty

(f) **Financial Statements.** All financial statements of the Guarantor

that the Guarantor or its agents delivered to the Lessor before the date of this Guaranty have been prepared in accordance with generally accepted accounting principles and are true and correct as of the date thereof No materially adverse change has occurred in the Guarantor's financial condition since the latest date of such financial statements

(g) **Tax Assessments.** The Guarantor does not know of any proposed tax assessment against it and, in the Guarantor's opinion, all the Guarantor's tax liabilities are adequately provided for

(h) **Financial Reporting.** During the Term, the Guarantor shall furnish to the Lessor (to the extent not provided by Lessee under the Lease)

(1) as soon as available, and in any event within 60 days after the end of each of the first three fiscal quarters, an unaudited balance sheet of Guarantor and its consolidated affiliates, as of the end of such quarter and related unaudited statements of income and retained earnings and change in financial position of Guarantor and its consolidated affiliates, setting forth in each case in comparative form the corresponding figures for the corresponding period of the preceding fiscal year, in accordance with generally accepted accounting principles, and certified by a financial officer as fairly presenting the financial condition and results for Guarantor and its consolidated affiliates for such date and period, and

(2) as soon as available, and in any event within 120 days after the end of each fiscal year of Guarantor, an audited financial report for Guarantor and its consolidated affiliates for such year, including therein a balance sheet of Guarantor and its consolidated affiliates as of the end of such fiscal year and related statements of income and retained earnings and changes in financial position of Guarantor and its consolidated affiliates for such fiscal year, setting forth in each case in comparative form corresponding figures for the preceding fiscal year, in accordance with generally accepted accounting principles, all in reasonable detail and as certified by Guarantor's independent public accountants, including their certificate and accompanying comments (which accountants shall be a "Big 5" (or successor) firm, or another firm of recognized standing and reasonably acceptable to Lessor)

(i) **ERISA.** The Guarantor does not maintain or contribute to, and is not obligated to contribute to, any Plan

10. Integration; Successors and Assigns. This Guaranty constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the Guarantor and the Lessor, with respect to the subject matter hereof This Guaranty shall bind the Guarantor's successors and assigns, and shall benefit, and be enforceable by, the Lessor and its successors and assigns

11. Notices. All requests, demands, notices, and other communications hereunder shall be in writing (including telecopies), shall be in English, shall be effective on delivery, and shall be addressed as follows (or to such other address as any such person shall designate by notice to each other such person)

if to the Guarantor

Amtran, Inc
7337 West Washington Street
Indianapolis, IN 46231
Attention Chief Financial Officer
Fax (317) 240-7091

if to the Lessor

U S Bancorp Leasing & Financial
7659 SW Mohawk Street
P O Box 2177
Tualatin, OR 97062-2177
Attention Legal Department
Fax (503) 234-4210

12. Governing Law. This Guaranty shall in all respects be governed by and construed in accordance with the laws of the state of New York (excluding any conflicts-of-laws rule that would apply the laws of any other jurisdiction)

13. Costs and Expenses. The Guarantor agrees to pay to the Lessor any and all reasonable expenses (including reasonable legal fees and expenses) incurred by the Lessor in enforcing this Guaranty, together with any reasonable expenses (including reasonable legal fees and expenses) incurred on account of the Guarantor's bankruptcy or insolvency

14. Performance. The Guarantor's performance of any or all of the Obligations shall, for all purposes of the Guaranteed Documents, constitute performance by the Lessee of such Obligations

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty N203NE

AMTRAN, INC

By _____

Kenneth K Wolff

Title Executive Vice President & CFO

DORSEY

STEVEN J HEIM
(612) 340-5696
FAX (612) 340-2643
heim steven@dorsey com

January 21, 2005

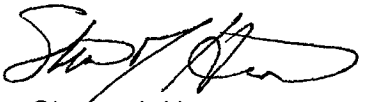
VIA FEDERAL EXPRESS

BMC Group
Attn ATA Claims Agent
1330 East Franklin Avenue
El Segundo, CA 90245

Re ATA Holdings Corp
Case No 04-19866

Enclosed for filing please find **9 separate original Proofs of Claim** of U S Bancorp Equipment Finance, Inc in the above matter Please stamp **the copies of all 9 of the Proofs of Claim** to acknowledge filing and return to the undersigned in the enclosed self-addressed stamped envelope

Sincerely,



Steven J Heim

Enclosures

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6124925150

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Part # 156148 430 NRM 1 of 04

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BMC GROUP
1330 EAST FRANKLIN AVENUE
-
EL SEGUNDO CA 90245

FedEx

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System # 609565 21JAN2005

TRK# 6455 4871 6097 Form 201

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

Chapter 11 Bankruptcy
In re. ATA Holdings Corp, etal
Case No. 04-19866

DOCUMENTS APPENDED TO CLAIM

On September 18, 2006, Document(s) appended to Claim Number 1223 for the following reason

☐ Stipulation/Order

☐ New Supporting Documents

☐ Change of Address

☐ Withdrawal of Claim

☒ Other Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (this "**Agreement**") is executed as of the __ day of April, 2006 (the "**Effective Date**"), by U S BANCORP EQUIPMENT FINANCE, INC , an Oregon corporation ("**U S Bancorp**,"), ATA AIRLINES, INC , an Indiana corporation ("**ATA**"), ATA HOLDINGS CORP , an Indiana corporation ("**Holdings**") and C8 Airlines, Inc , formerly named Chicago Express Airlines, Inc , a Georgia Corporation ("**C8**," and together with ATA and Holdings, the "**Debtors**") U S Bancorp, ATA, Holdings and C8 are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties** "

Recitals

A ATA leased from U S Bancorp (or in certain cases from Firstar Bank, N A , a predecessor in interest to U S Bank, who prior to the commencement of the Debtors' bankruptcy cases transferred its interests in the leases to U S Bancorp), seven Saab Model 340B aircraft and related engines, propellers and other equipment pursuant to the following lease agreements (collectively, the "**Leases**")

(i) Lease Agreement N193AE dated as of June 29, 2000 (the "**N302 Lease**") (the airframe, engines, propellers and all other equipment, parts and documents leased by ATA pursuant to the N302 Lease is hereinafter referred to as "**N302**"),

(ii) Lease Agreement N303CE dated as of March 30, 2000 (the "**N303 Lease**") (the airframe, engines, propellers and all other equipment, parts and documents leased by ATA pursuant to the N303 Lease is hereinafter referred to as "**N303**"),

(iii) Lease Agreement N198AE dated as of April 27, 2000 (the "**N304 Lease**") (the airframe, engines, propellers and all other equipment, parts and documents leased by ATA pursuant to the N304 Lease is hereinafter referred to as "**N304**"),

(iv) Lease Agreement N202KD dated as of August 18, 2000 (the "**N305 Lease**") (the airframe, engines, propellers and all other equipment, parts and documents leased by ATA pursuant to the N305 Lease is hereinafter referred to as "**N305**"),

(v) Lease Agreement N203NE dated as of May 18, 2000 (the "**N306 Lease**") (the airframe, engines, propellers and all other equipment, parts and documents leased by ATA pursuant to the N306 Lease is hereinafter referred to as "**N306**"),

(vi) Lease Agreement N204NE dated as of July 28, 2000 (the "**N307 Lease**") (the airframe, engines, propellers and all other equipment, parts and documents leased by ATA pursuant to the N307 Lease is hereinafter referred to as "**N307**"), and

(vii) Lease Agreement N308CE dated as of March 30, 2000 (the "**N308 Lease**") (the airframe, engines, propellers and all other equipment, parts and documents leased by ATA pursuant to the N308 Lease is hereinafter referred to as "**N308**," and together with N302, N303, N304, N305, N306 and N307, the "**Aircraft**")

B In connection with the execution of each of the Leases, ATA and the applicable lessor entered into a separate Participation Agreement for each of the Aircraft (collectively, the "**Participation Agreements**") In addition, Holdings executed separate guaranty agreements in favor of

the applicable lessor guaranteeing the obligations of ATA under each of the Leases (collectively, the "**Guaranty Agreements**")

C Pursuant to separate sublease agreements (collectively, the "**Sublease Agreements**"), ATA subleased the Aircraft to C8 The Leases, the Participation Agreements, the Guaranty Agreements, the Sublease Agreements and all other agreements, documents and instruments executed in connection with the lease of the Aircraft to ATA and/or the sublease of the Aircraft to C8 are hereinafter collectively referred to as the "**Lease Documents** "

D On October 26, 2004, each of the Debtors filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "**Court**"), its respective voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U S C §§ 101 et seq as amended (the "**Bankruptcy Code**")

E On December 23, 2004, the Debtors filed elections under Section 1110(a) of the Bankruptcy Code with respect to each of the Aircraft, other than N304 (the "1110(a) Elections") The Court approved the 1110(a) Elections on January 3, 2005

F The Debtors filed notices of rejection of (i) the N304 Lease on December 31, 2004 and (ii) each of the other Leases on February 2, 2005 On January 14, 2005 and February 10, 2005, the Court entered the respective separate rejection orders authorizing the rejection of the Leases

G On January 24, 2005, U S Bancorp filed proofs of claim against the estates of each of the Debtors asserting damage claims related to the Aircraft (claim numbers 1220, 1222, 1223, 1225, 1226, 1227, 1228, 1229, 1230, 1232, 1233, 1235, 1236 and 1237 (the "**Filed Claims**")

H On May 27, 2005, the Debtors filed Debtors' First Objection with Respect to Certain Claims Relating to the Rejection of Aircraft and Engine Leases as an objection to the Filed Claims (the "**First Omnibus Objection**") On July 1, 2005, U S Bancorp filed the Response of U S Bancorp Equipment Finance, Inc to Debtors' First Objection to Certain Claims Relating to the Rejection of Aircraft and Engine Leases (the "**U S Bancorp Response**")

I On January 23, 2006, U S Bancorp filed the Motion of U S Bancorp Equipment Finance, Inc for Allowance and Payment of Administrative Expense Claim Under 11 U S C §§ 503 and 1110 (the "**Admin Claim**") seeking the allowance and payment of various administrative expense claims related to the Aircraft (other than N304) On March 27, 2006, the Debtors filed the Debtors' Objection to the Motion of U S Bancorp Equipment Finance, Inc for Allowance and Payment of Administrative Expense Claim Under 11 U S C §§ 503 and 1110 (the "**Admin Claim Objection**")

J The Parties enter into this Agreement to fully resolve any and all claims of U S Bancorp (now existing or hereafter arising, asserted or unasserted) against the Debtors and/or the Debtors' parents, subsidiaries and/or affiliates related to or connected in any way with the Aircraft, the 1110(a) Elections and/or the Lease Documents and/or the rejection or breach thereof, including, without limitation the Filed Claims and all administrative expense claims under Sections 503 and 1110 of the Bankruptcy Code (the "**Aircraft Claims**")

Agreement

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants contained in this Agreement and the acts performed and to be performed hereunder, the Parties mutually agree as follows

1 Settlement Terms As full settlement of the Aircraft Claims and specifically for the release set forth in Section 2 of this Agreement (i) within five (5) business days of the Effective Date ATA shall pay to U S Bancorp, by wire transfer of immediately available funds, the sum of $450,000 00 and (ii) claim number 1230 shall be amended and shall be allowed as a non-priority unsecured claim against the estate of ATA in the amount of $5,335,510 17 (the "**Allowed U S Bancorp Claim**") The Allowed U S Bancorp Claim shall be a Class 6 claim under the Amended Joint Chapter 11 Plan for Reorganizing Debtors as Immaterially Modified that was confirmed by the Court on January 31, 2006 (the "Plan") and shall be paid as provided in the Plan As of the Effective Date, the Filed Claims, except for the Allowed U S Bancorp Claim, shall be disallowed in their entirety and expunged In addition, claim numbers 1221, 1224, 1231, 1234 filed by U S Bancorp (which relate to spare engine leases and corresponding guaranty agreements that have been assumed) shall be disallowed in their entirety and expunged as of the Effective Date

2 Release/Waiver

(a) U S BANCORP HEREBY RELEASES AND FOREVER DISCHARGES THE DEBTORS, NEW ATA HOLDINGS, INC , NEW ATA INVESTMENT, INC AND NEW ATA ACQUISITION, INC , AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**DEBTOR RELEASED PARTIES**") OF AND FROM ALL CLAIMS, NOW EXISTING OR HEREAFTER ARISING, WHICH U S BANCORP AND ITS SUCCESSORS AND ASSIGNS HAVE ASSERTED, INITIATED OR CLAIMED OR MIGHT NOW OR HEREAFTER ASSERT OR CLAIM AGAINST THE DEBTOR RELEASED PARTIES OR ANY OF THEM, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF, SOUGHT IN, RELATED TO OR IN ANY WAY CONNECTED WITH OR BASED UPON THE 1110(a) ELECTIONS, THE ADMIN CLAIM, THE U S BANCORP RESPONSE, THE LEASE DOCUMENTS AND/OR ANY ACT, OMISSION, CIRCUMSTANCE, AGREEMENT (EXPRESS OR IMPLIED, WRITTEN OR VERBAL), TRANSACTION OR OCCURRENCE BETWEEN OR INVOLVING U S BANCORP AND ANY OF THE DEBTOR RELEASED PARTIES RELATED TO OR CONNECTED IN ANY WAY WITH THE AIRCRAFT, INCLUDING, WITHOUT LIMITATION ALL ADMINISTRATIVE EXPENSE CLAIMS UNDER SECTION 503 AND 1110 OF THE BANKRUPTCY CODE OTHER THAN WITH RESPECT TO (I) THE ALLOWED U S BANCORP CLAIM AND (II) THE PAYMENT OF $450,000 TO BE MADE PURSUANT TO PARAGRAPH 1 HEREIN

(b) THE DEBTORS HEREBY RELEASE AND FOREVER DISCHARGE U S BANCORP OF AND FROM ALL CLAIMS, NOW EXISTING OR HEREAFTER ARISING, WHICH THE DEBTORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HAVE ASSERTED, INITIATED OR CLAIMED OR MIGHT NOW OR HEREAFTER ASSERT OR CLAIM AGAINST U S BANCORP, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF, SOUGHT IN, RELATED TO OR IN ANY WAY CONNECTED WITH OR BASED UPON THE LEASE DOCUMENTS

(c) The foregoing releases are not to be construed as or deemed an acknowledgment or admission by the Debtors or U S Bancorp of liability for any matter or as a precedent upon which any liability may be asserted

3 Representations and Warranties of the U S Bancorp U S Bancorp represents and warrants to the Debtors that (a) the execution, delivery and performance of this Agreement by U S Bancorp has been duly authorized by all necessary corporate action, (b) this Agreement is the legal, valid and binding obligation of U S Bancorp and is enforceable against U S Bancorp in accordance with its terms and (c) that prior to the commencement of the Debtors' bankruptcy cases, all Leases entered into by First Star Bank N A and/or its successor, U S Bank National Association, were assigned to U S Bancorp

4 Representations and Warranties of the Debtors The Debtors severally represent and warrant to U S Bancorp that (a) the execution, delivery and performance of this Agreement by the Debtors has been duly authorized by all necessary corporate action, and (b) this Agreement, is the legal, valid and binding obligation of the Debtors and enforceable against the Debtors in accordance with its terms

5 Miscellaneous

(a) This Agreement is the result of negotiations between the Parties, and no Party shall be deemed to be the drafter of this Agreement The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party The Parties warrant that no promises or inducements for this Agreement have been made except as set forth herein This Agreement contains the entire agreement between the Parties with respect to the matters covered hereby, and the terms hereof are contractual and not mere recitals, and supersedes and merges all prior and contemporaneous agreements and discussions between the Parties This Agreement may not be changed in any way, except by an instrument in writing signed by all of the Parties

(b) The Parties acknowledge that this Agreement constitutes the compromise and settlement of all of the Aircraft Claims The Debtors have denied and continue to deny any liability to U S Bancorp for any and all such claims or causes of action The Parties expressly understand and agree that this Agreement is being entered into solely for the purpose of resolving disputed claims without the necessity of litigation and the costs and delays attendant thereto

(c) All of the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns The terms and conditions of this Agreement and the Parties' obligations hereunder shall be construed under and be governed by the internal laws of the State of Indiana, without regard to principles of choice of law

6 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date

U S BANCORP EQUIPMENT FINANCE, INC.

By: _____
Name: Randy P. Ernst
Title: VP, Collection Manager

("**U.S. Bancorp**")

ATA AIRLINES, INC.

By: _____
Name: _____
Title: _____

("**ATA**")

ATA HOLDINGS CORP

By: _____
Name: _____
Title: _____

("**HOLDINGS**")

C8 AIRLINES, INC

By: _____
Name _____
Title: _____

("**C8**")