FORM B10 (Official Form 10) (04/04)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF INDIANA

PROOF OF CLAIM

Name of Debtor
ATA Holdings Corp , et al

Case Number
04-19866 (Jointly Administered)

NOTE 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

REC'D JAN 27 2005
RECEIVED
JAN 24 2005
BANKRUPTCY COURT
INDIANAPOLIS, INDIANA

Name of Creditor (The person or other entity to whom the debtor owes money or property)
The Fever Basketball Corporation

Name and address where notices should be sent
Henry A Efroymson / Niquelle R Allen
ICE MILLER
One American Square, Box 82001
Indianapolis, IN 46282-0200
Telephone number (317) 236-2326

☐ 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 the address differs from the address on the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

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

1 Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☑ Other Sponsorship Agreement

☐ 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
March 1, 2003 through October 26, 2004

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ unknown (unsecured) _____ (secured) _____ (priority) unknown (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 $_____

☑ 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 the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

Date
01/24/05

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)
Niquelle R Allen
Niquelle R Allen, Ice Miller, Attorneys for Fever Basketball Corporation

ATA
01662

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571

EXHIBIT A TO PROOF OF CLAIM OF THE FEVER BASKETBALL CORPORATION

The Fever Basketball Corporation (the "Fever"), in further explanation of its Proof of Claim, states as follows

Obligation Under the Sponsorship Agreement

1 The Fever and American Trans Air, Inc, now known as ATA Airlines, Inc ("ATA"), are parties to a certain Indiana Fever Sponsorship Agreement (the "Sponsorship Agreement") dated March 1, 2003, a copy of which is attached hereto as **Attachment 1**

2 Pursuant to the Sponsorship Agreement, ATA is indebted to the Fever in the sum of $3,000 00, for charges due under the Sponsorship Agreement for periods through October 26, 2004

3 As of the filing of the Proof of Claim, ATA has failed to make payment for the amount due to the Fever

Conditional Claim for Rejection Damages

4 As of the date of the filing of this Proof of Claim ATA has neither assumed nor rejected the Sponsorship Agreement under Section 365 of the Bankruptcy Code

5 In the event that ATA rejects the Sponsorship Agreement, the Fever is entitled to a claim for all damages caused by ATA's rejection

6 Accordingly, the Fever maintains a contingent and currently unliquidated claim against ATA's estate

Reservation of Rights

7 The Fever respectfully reserves the right to amend this Proof of Claim at any future date during or after the pendency of ATA's bankruptcy case, including amendment to incorporate additional amounts due and/or attorney's fees

8 The Fever expressly reserves the right to further amend this Proof of Claim, including amendment to incorporate and to seek the allowance and payment of amounts referenced herein as administrative expenses

ATTACHMENT 1

ATA execution copy

INDIANA FEVER
SPONSORSHIP ELEMENTS AGREEMENT

This Sponsorship Elements Agreement ("Agreement") is made and entered into as of March 1, 2003 ("Effective Date"), by and between **LICENSEE** and **FEVER BASKETBALL CORPORATION** ("Licensor"), an Indiana corporation

Recitals

A The Capital Improvements Board of Managers of Marion County Indiana ("CIB") and Marion County Convention and Recreational Facility Authority ("MCCRFA") entered into an Indiana Fieldhouse Operating Agreement with Pacers Basketball Corporation ("Operating Agreement"), which Operating Agreement, as amended from time to time, authorizes Pacers Basketball Corporation to grant to Licensor the license to use Conseco Fieldhouse ("Fieldhouse") and to perform the contractual obligations spelled out in this Agreement, and

B Licensor and Licensee desire that Licensee become a sponsor for the Indiana Fever, and in conjunction with that designation, to purchase the Sponsorship Elements all under the terms and conditions set forth herein, and

C Licensor and Licensee acknowledge that this Agreement and the Sponsorship Elements being purchased by Licensee herein, applies only for Home Games of the Indiana Fever and that pursuant to the terms and conditions of this Agreement and the WNBA Rules, Licensor is only obligated to display the Signage (if any) during Home Games of the Indiana Fever,

NOW THEREFORE, IN CONSIDERATION of the foregoing, of the mutual covenants, promises and performances of the parties as described herein, the parties hereto agree as follows

1. Term of Agreement. The term of this Agreement shall begin on the Effective Date and end, unless sooner terminated pursuant to the terms hereof, on September 30, 2003 ("Term") This Agreement shall apply only to Home Games of the Indiana Fever

2 Sponsorship From and after the Effective Date and during the Term, subject to the terms and conditions of this Agreement, Licensee shall be, and be treated as a sponsor of the Indiana Fever As a sponsor, Licensee hereby purchases and Licensor hereby sells to Licensee the Sponsorship Elements as stated on the Term Sheet attached hereto and made a part hereof as if fully rewritten herein

3. Quality and Characteristics of Sponsorship Elements

(a) Content and Production Standards Licensee shall submit to Licensor for its approval, all advertising and promotional copy to be used in relevant Sponsorship Elements before the copy is exposed to the public Licensor's approval will be based on what Licensor reasonably believes to be in conformity with generally accepted standards of good taste in the community, and

such other matters as Licensor in its sole discretion deems appropriate including but not limited to advertising agreements with other parties, provided, however, that in the event Licensor has any content objections and intends to withhold its consent, Licensee shall be notified by Licensor at the earliest possible time, stating the reason(s) for such objections Licensee shall produce, at its expense, all advertising and promotional materials required for the relevant Sponsorship Elements, subject to Section 4(a) herein For all radio advertising time and television advertising time, if any, the content shall be of more than one variety and provided in a format and at a quality level acceptable to Licensor Licensor shall keep Licensee reasonably informed of all production deadlines and required submission dates

(b) **Design Elements for Signage.** Licensor shall prepare schematic two (2) color illustrations drawn to scale with dimensions of all of the Signage contemplated herein (if any) and shall submit such schematic drawing(s) with construction material specifications and/or Signage mechanisms to Licensee as soon as possible after the execution of this Agreement The specific design of all Signage contemplated in this Agreement, including but not limited to the size, color, construction material, specifications and mechanisms and location thereof (but not the Licensee's name itself), shall be subject to the following

(i) mutual agreement by the parties,

(ii) the requirements of, and any required approval by, any governmental authority(ies) having jurisdiction over the same, including but not limited to Indianapolis officials,

(iii) WNBA Rules

Once approval has been given by all of the appropriate entities, with respect to any of the Signage contemplated herein (if any), Licensor shall cause such approved Signage to be created and installed consistent with the approved schematic drawing(s), approved construction materials and subject to the conditions, if any, of those governmental authority(ies) that have jurisdiction over the same

(c) **Design Theme.** The parties agree that Conseco Fieldhouse shall have a consistent design theme, commonly referred to as "retro", which shall evoke the look, feel and character of Indiana high school basketball gymnasiums from the 1940's and 1950's The parties agree to adhere to this design theme in the design of the initial and, if necessary, the replacement Signage and other visual elements of this Agreement described above

4 **Cost and Maintenance of Signage**

(a) **Cost of Signage** The initial cost of the Signage (if any) shall be the responsibility of Licensor Any other Signage not expressly provided for in this Agreement, but later requested by Licensee and approved by Licensor will be

the financial responsibility of Licensee The actual cost of revisions requested by Licensee and approved by Licensor will be at Licensee's expense

(b) **Maintenance of Signage.** All Signage (if any) described above shall be reasonably maintained, normal wear and tear excepted Proper maintenance will be the financial responsibility of Licensor Licensee shall be financially responsible for the maintenance of any revised Signage requested by Licensee and approved by Licensor

5 **Reservation of Rights.**

(a) **Copyright Law.** Anything herein to the contrary notwithstanding, WNBA Enterprises, LLC ("Enterprises") shall be regarded for all purposes, including without limitation for purposes of Federal Copyright Law, as the sole holder of all rights in and to all broadcasts or telecasts of basketball games as to which Licensee participates hereunder, with all rights resulting therefrom, and shall have the exclusive right to authorize, consent to and control any and all replaying, rebroadcasting, or other use of such broadcasts or telecasts in any manner whether now known or developed in future years Anything herein to the contrary notwithstanding, Licensee shall not be regarded for any purposes, including without limitation for purposes of Federal Copyright Law, as the sole holder of any rights in or to any broadcasts or telecasts of programming as to which Licensee participates hereunder, nor shall Licensee have any right to authorize, consent to or control any or all replaying, rebroadcasting, or other use of such broadcasts or telecasts in any manner whether now known or developed in future years

(b) **Promotional Material.** Notwithstanding anything in this Agreement to the contrary, Licensor reserves the right to refuse to broadcast, telecast or display any promotional material or advertisement or announcements or portions thereof, or to cause to be interrupted any of the same while in progress, if Licensor reasonably and in good faith determines that the same is of sub-standard technical quality, in violation of WNBA Rules, or not in conformity with generally accepted standards of good taste in the community, provided, however, that in any such event, Licensee shall be notified by Licensor at the earliest possible time stating the reason for such refusal or interruption or cessation

(c) **No Property Rights.** Anything herein to the contrary notwithstanding, Licensee shall not acquire any property rights whatsoever in the Fieldhouse or any equipment in the Fieldhouse used to display the Signage (if any) being acquired by Licensee pursuant to the terms of this Agreement

(d) **Limited Use** Nothing stated in this Agreement shall be deemed to provide Licensee with any rights in the intellectual property currently or in the future owned by Licensor Therefore, Licensor retains all of its intellectual property rights, including but not limited to trademark rights, copyrights and common law rights in, including but not limited to, its logos, names and colors

and does not grant any form of license whatsoever to Licensee for the use of such intellectual property rights unless expressly agreed upon otherwise herein and subject to the terms and conditions of Section 5(e) herein

(e) **Intellectual Property** The parties to this Agreement acknowledge that Enterprises has the exclusive right to use, and license others to use, (i) the trademarks, logos, uniforms, symbols, identifications and names of the WNBA and its teams ("Marks"), (ii) photographs, video and audio of WNBA games and/or WNBA events and (iii) other WNBA related content (e g, likenesses of groups of players and game statistics) entitled to copyright, trademark or other legal protections ((i)-(iii) referred to collectively as "WNBA Intellectual Property") and (iv) tickets to WNBA games or events ("WNBA Tickets") No proposed use of WNBA Intellectual Property or WNBA Tickets may be made for any promotional or commercial purpose (e g, contests or sweepstakes) without the express consent of Enterprises

(f) **Home Games Only.** Pursuant to the terms and conditions of this Agreement and subject to WNBA Rules, Licensor is only obligated to display the Signage (if any) and any other relevant promotional material during Home Games of the Indiana Fever

6 **WNBA Authority.** The provisions of this Agreement and the rights herein granted are and shall be subject to the WNBA Rules

7 **Binding Effect, Change of Name of Licensee.**

(a) **General** This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their successors and assigns

(b) **Change of Licensee's Name.** Notwithstanding any other provision hereof, if, during the term of this Agreement, the name of Licensee is changed because of a merger, consolidation, or other action, or in the event Licensee assigns its rights under this Agreement to a third party pursuant to the terms of Section 11 hereof, then the Signage (if any) may be changed to reflect same, provided that any new name of Licensee shall be subject to the prior written approval of Licensor, which approval shall not be unreasonably delayed or withheld, provided, further, that no name shall be proposed as the successor Licensee that includes any word, number, symbol, or any combination thereof, that either is the same or substantially the same as the legal, business or trade name of any tobacco or tobacco-related distributor, manufacturer, or product, or of any alcohol or alcohol-related distributor, manufacturer, or product, and provided further, that such successor and its brand name may not in any way be related to the same sponsorship category as any other sponsor enjoying sponsorship category exclusivity with Licensor, Pacers Basketball Corporation, and/or the WNBA unless expressly agreed upon otherwise in writing by Licensor If Licensor approves any such new name, all references to the Licensee that are provided for herein, including but not limited to Signage (if any), shall be changed to the new, approved name All work required to effectuate any such name

changing shall be performed by or through Licensor All costs and expenses associated with any such name changing, including but not limited to Licensor project management expenses, shall be paid by Licensee within thirty (30) days after the date of Licensor's invoice therefor

8 Defaults and Termination

(a) **Event of Default by Licensee.** It shall be an "Event of Default" by Licensee if it

(i) fails or refuses to pay any amount due hereunder within thirty (30) days after receipt of written notice, or

(ii) fails or refuses to perform any other obligation hereunder, other than with respect to a Force Majeure Event, within ten (10) days after written notice, provided that if such matter is incapable of being cured within such time, Licensee shall have up to thirty (30) days after the initial written notice to cure if it commences to cure immediately after receipt of such notice

(b) **Event of Default by Licensor.** It shall be an "Event of Default" by Licensor if it

(i) plays WNBA Season Home Games, but fails or refuses to play them in the Fieldhouse during the Term after the Effective Date subject to Section 23 below and WNBA Rules, except for a Force Majeure Event, and such failure or refusal continues for a period of thirty (30) days after written notice, or

(ii) fails or refuses to perform any other obligation hereunder, other than with respect to a Force Majeure Event, within ten (10) days after written notice, provided that if such matter is incapable of being cured within such time, Licensor shall have up to thirty (30) days after the initial written notice to cure if it commences a cure immediately after receipt of such notice

(iii) However, it is understood and agreed by the parties that the failure of Licensor to perform any of its obligations hereunder resulting from (x) a breach of a contract or agreement by a person or entity contracting or agreeing with Licensor, provided Licensor makes all reasonable efforts to remedy or stop such breach (y) a third party's acts not reasonably within the control of Licensor and remedied by Licensor with reasonable promptness under the circumstances or (z) WNBA Rules shall not constitute a Breach, as defined herein, or an Event of Default on the part of Licensor, but shall, if such failure is material, entitle Licensee to an equitable adjustment in the Fee, either pursuant to mutual agreement of the

parties or, if the parties cannot mutually agree within a reasonable period of time, then pursuant to Section 14 herein

(c) Consequences

(i) Licensee Remedies

(w) Upon the occurrence of an Event of Default under Sections 8 b(i) or (ii) which, individually or in the aggregate, are material when considered in light of Licensee's rights under this Agreement taken as a whole, then Licensee may terminate this Agreement If Licensee terminates this Agreement, then the Fee shall be equitably prorated to the date of termination Any amount already paid by Licensee and attributable to the period beyond the date of termination, shall be refunded in full

(x) Upon the occurrence of an Event of Default by Licensor where Licensee chooses not to terminate, then Licensee shall be entitled to an equitable reduction (but not below zero) in the Fee related to past Events of Default and to an equitable reduction in the Fee due in the future during the continuation of an ongoing Event of Default by Licensor

(ii) Licensor Remedies Upon the occurrence of an Event of Default by Licensee, Licensor may seek equitable relief, may seek to recover monetary damages from Licensee or may terminate this Agreement In the event that Licensor terminates this Agreement pursuant to this Section, Licensor, without any further proceedings, may remove all references to Licensee and replace the same, all at the expense of Licensee, and may grant and license the rights granted hereunder to one or more other persons or entities during any portion of the Term remaining under this Agreement had it not been terminated, and receive license fees therefore, provided, that notwithstanding such termination, Licensee's liability for the Fee to be paid to Licensor hereunder shall not be extinguished, and Licensee shall pay to Licensor the difference between the actual fees received by Licensor for the sale of the rights granted hereunder (net of all costs to enforce its rights hereunder and to remarket such rights) and the Fee Licensee would have been obligated to pay hereunder but for such termination. Such payment shall be made monthly, within fifteen (15) days after the date of Licensor's invoice to Licensee Such termination and payments shall not relieve Licensee from liability to Licensor for any additional out of pocket costs of Licensor directly related to Licensee's Event of Default In the event that Licensee's rights under this Agreement are terminated pursuant to this Section, Licensor shall make all reasonable efforts to obtain the fair market value for the rights granted herein by marketing the same to one or more third parties during that portion of the Term of this Agreement that follows the effective termination of Licensee's rights

(iii) The occurrence of a Breach shall entitle the non-breaching party to equitable relief to prevent or stop the Breach If Licensor commits the Breach and it relates to a benefit to Licensee in consideration of the Fee, Licensee shall, in lieu of equitable relief, be entitled to seek a reduction in such Fee, equal to the portion allocable to the benefit not provided If Licensee commits the Breach, Licensor shall, in lieu of equitable relief, be entitled to seek damages directly related to the Breach

(iv) Attorneys' Fees The prevailing party shall be entitled to an award of reasonable attorneys' fees and other costs of enforcement by [a mediator,] an arbitrator or court of competent jurisdiction with respect to any dispute arising under this Agreement

(d) Insolvency and Bankruptcy. In the event that a party hereto ceases to function as a going concern or ceases to conduct its operations in the normal course of business, or a receiver for such party is appointed, or a petition in bankruptcy is filed by or against such party and is not dismissed within one hundred twenty (120) days, or such party makes an arrangement for the benefit of creditors, then this Agreement may be terminated immediately by another party hereto by written notice to all other parties hereto and the parties shall have all rights afforded in the event of an Event of Default

9 Force Majeure, Substantial Damage It shall be a "Force Majeure Event" if either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of the substantial damage or destruction of the Fieldhouse due to any cause, natural disaster, or action or decree of a governmental body with appropriate jurisdiction, acts of God or of the public enemy, labor disputes, legal proceedings brought by a non-party, failure of the other party to perform an obligation which is a precursor to performance by a party, flood, epidemics, quarantines, strikes, material shortages, suspension of league play by the WNBA, freight embargoes or other matters outside of the control of a party The party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance Upon the other party's receipt of such notice, each party's obligations hereunder shall be suspended for the period of such Force Majeure Event and, if applicable, the Fee shall be reduced pro rata and Licensee shall be refunded the difference between the Fee paid and the amount of the reduced Fee If the Force Majeure Event lasts for a period of one (1) year or more from and after the later of (x) the date that the other party receives notice of such Force Majeure Event or (y) the date of the anticipated performance, and the party that received such notice has been ready, willing and able to perform its obligations hereunder despite such Force Majeure Event, the party that received such notice may terminate this Agreement without constituting an Event of Default by either party by giving notice thereof to the party unable to perform because of such Force Majeure Event

10 Indemnification

(a) Licensee assumes full and complete responsibility and liability for the content of its copy on its Signage (if any) and in its advertising contemplated under this Agreement Licensee shall defend, indemnify and save Licensor, its officers, directors, shareholders, employees, agents, affiliates, subsidiaries and assigns harmless from any and all loss, liability, claims, and demands, including reasonable attorneys' fees and court costs, arising out of (i) improper trade practices, illegal competition, infringement of any copyright, trademark, licenses or other claims based on the character, content, and subject matter of any Signage copy displayed by Licensee in or about the Fieldhouse, or any advertising copy submitted to Licensor, (ii) any failure by Licensee to faithfully observe or perform any of the terms or covenants of this Agreement or (iii) any tortious activity by Licensee or its agents claimed by a third party to be related to this Agreement and claimed to cause personal injury, property damage or other injury to such third party

(b) This indemnification section shall survive the expiration or termination of the Term of this Agreement for all claims arising during the Term provided a claim must be asserted within two (2) years after the natural expiration or earlier termination of the Term of this Agreement

11 **Assignments.** Licensee shall not assign this Agreement or any rights hereunder to anyone else without the prior written consent of Licensor which may be granted or withheld in Licensor's sole discretion, provided that in connection with any type of merger, business consolidation or transfer involving substantially all of the assets of Licensee which is not undertaken primarily for the purpose of circumventing the assignment limitations herein, Licensor's consent shall not be unreasonably withheld or delayed, subject to the terms of Section 7(b) Licensor shall have the right to assign this Agreement or its rights hereunder if the WNBA franchise held by Licensor is sold so long as this Agreement is transferred to the new holder of the WNBA franchise and otherwise subject to Licensee's rights hereunder If the transfer of the WNBA franchise is an asset transfer rather than a sale of stock or merger, then upon such transfer, the assumption by the new owner of the WNBA franchise of all of the obligations hereunder and notice of such transfer to Licensee, Licensor shall be released from liability hereunder from all obligations under this Agreement first arising on or after the date of assumption by the transferee Licensor shall have the further right to assign its rights under this Agreement not in connection with a transfer of the WNBA franchise, so long as (x) such assignment is subject to the rights of Licensee hereunder, and (y) Licensor shall remain liable hereunder Licensor shall also have the right to assign its rights under this Agreement as security for a financing ("Collateral Assignment") Any Collateral Assignment of this Agreement by Licensor shall be subject to the rights of Licensee, provided that the secured party or its assignee or designee actually exercises its rights to and takes title to this Agreement or takes control of Licensor and such action is not vacated, stayed, overturned or set aside within ninety (90) days

12 **Notices** Any notice or communication to be given by one party to the other under this Agreement must be in writing, and if given by registered or certified mail, such notice or communication shall be deemed to have been given and received when a registered or certified letter containing such notice or communication, properly addressed,

with postage prepaid, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it shall be deemed to have been given when received by the party to whom it is addressed Such notices or communications shall be delivered or sent to the addresses as stated on the Term Sheet or to such other addresses as the parties, from time to time, may specify in writing

13 **Amendments.** No addition to, deletion from, or other modification of any of the provisions hereof shall be valid unless made in writing and signed by an Authorized Representative of each of the parties hereto

14 **Alternative Dispute Resolution** In the event of a dispute between the parties hereto with respect to the terms of this Agreement, including all terms that require the parties hereto to mutually agree, either party may make a demand for mediation of the disagreement by written notice to the other party Such notice shall state that a dispute exists, shall request mediation pursuant to this Section and shall set forth a succinct statement of the matter in dispute Within ten (10) days after the receipt of the notice as provided above, the other party shall submit to the demanding party (in the same manner as notices are to be delivered hereunder), a written response setting forth a succinct statement of the responding party's position Such mediation shall be conducted in accordance with the rules of the Indiana Arbitration Act and the Uniform Arbitration Act then in effect by a mediator selected by the agreement of the parties from a list of five (5) potential mediators from the central Indiana area with experience relating to the particular matter in dispute, which list shall be furnished to the parties by the American Arbitration Association or its successors If the parties fail to agree on a single mediator within fifteen (15) days after receipt of such list of potential mediators, then the parties shall select a mediator from such list by an alternate striking process, with the party initiating demand for mediation striking first The mediator selected by agreement of the parties or the last unstricken mediator from the striking process will serve as the mediator for purposes of this Section If the matter in dispute has not been resolved within sixty (60) days after the selection of a mediator or if the parties fail to select a mediator within thirty (30) days after receipt of the list of potential mediators, either party may thereafter initiate litigation All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state rules of evidence All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending The parties shall take such action, if any, required to effectuate such tolling

15. **Applicable Law; Venue** This Agreement shall be construed under the Laws of the State of Indiana The venue for any action brought hereunder shall be in the Superior Court of the State of Indiana in and for Marion County or if permissible and at the option of either party, in the United States Federal District Court for the Southern District of Indiana.

16. **Captions** The titles of the articles, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents

17. **Waivers, Consents and Reasonable Efforts**

(a) No action other than a notice by one party to the other specifically stating that such notice has the effect of a waiver, shall constitute a waiver of any particular Breach or Event of Default of such other party Only the President, Executive Senior Vice President and/or General Manager or Chairman of the Board of Licensor shall be authorized to grant a waiver on behalf of Licensor No such waiver notice from either party shall waive the other party's failure to fully comply with any other term, condition, or provision of this Agreement, irrespective of any knowledge any Licensor or Licensee officer, employee, or agent may have of any breach or default of, or noncompliance with, such other term, condition or provision No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement The payment or acceptance of Fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance

(b) If any term requires mutual agreement, the parties agree to negotiate in good faith to reach agreement. However, such agreement may be granted or withheld by either party in that party's sole discretion If mutual agreement is required under this Agreement and the parties cannot mutually agree within a reasonable period of time, then the disagreement shall be resolved by alternative resolution pursuant to the provisions of Section 14 If any term requires consent or approval, the other party shall not unreasonably withhold, condition or delay such consent or approval except as expressly stated elsewhere in this Agreement

(c) If a party agrees to make all reasonable efforts, best efforts or the like and, having done so, is unable to accomplish the desired outcome, then the failure to do so shall not constitute a Breach or an Event of Default under this Agreement

18. **Cumulative Rights.** All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies

19. **Entire Agreement.** The parties to this Agreement acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof, and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth herein

20. **Agreement Counterparts** This Agreement may be simultaneously executed in several counterparts, each of which can be deemed to be an original having identical legal effect

21 **Confidentiality.** Licensor and Licensee mutually acknowledge the competitive value and confidential nature of the information shared between both parties and the damage that could result to both Licensor and/or Licensee if any such information is disclosed to any third party(ies) Therefore the information contained herein shall be kept confidential and shall not, without prior written consent of both parties, be disclosed in any manner whatsoever, in whole or in part, except as necessary to perform under or to enforce the terms and/or conditions of this Agreement or as may be required by law, including subpoena and court order However, Licensor and Licensee shall each have the right to disclose information to its respective directors, officers, employees, prospective managers, and legal and financial advisers (collectively, the "Agents") solely for purposes pursuant to the successful negotiation of this Agreement and provided that this information is only given to Agents who need to know the information in connection with negotiation of this Agreement Such Agents shall each be bound to treat said information as confidential

23 **Expansion or Movement of Facilities.** In the event that Licensor relocates its Home Games out of the Fieldhouse permanently but continues to play its Home Games in the Team Territory or expands upon the Fieldhouse, this Agreement will remain in effect for the new playing venue in the Team Territory or expanded upon Fieldhouse Any increase in the Fee shall be mutually agreed upon by Licensor and Licensee

24. **Termination Without Fault.** This Agreement shall terminate without constituting an Event of Default on the part of either party upon the termination of the Operating Agreement without fault on the part of Licensor, other than in connection with a simultaneous re-execution of a similar agreement with CIB or MCCRFA or their designees which grant sufficient rights to honor the rights granted to Licensee hereunder In such event, any Fee paid by Licensee and attributable to any period beyond the date of termination shall be refunded and Licensor shall be responsible, at its expense, to remove Signage (if any) from the Fieldhouse

25 **Independent Clauses.** The provisions contained in this Agreement are independent of all other provisions herein and neither party may withhold payment or performance as a result of the nonperformance by the other party Rather, the parties shall resort to the dispute resolution mechanisms set forth in Section 14 of this Agreement to resolve any disputes

26. **Representations and Warranties.** Both Licensor and Licensee represent and warrant that it has full power and authority to enter into and fulfill the terms of this Agreement and that each has fully authorized its respective signatory officer to execute this Agreement

27 **Government Regulations.** This Agreement is subject to the terms of licenses held by national radio and television broadcasters of Licensor's basketball games, and to such applicable federal, state, and municipal laws, regulations and decisions either presently in existence or hereafter enacted, made or enforced, including regulations and actions of governmental administrative agencies and commissions applicable to radio and television broadcasters

28 Relationship of the Parties The relationship of the parties hereto shall be that of independent contractors and nothing herein shall be construed to create or imply an agency, partnership, or other relationship, it being acknowledged that each of the parties is engaged in its own separate and distinct business

29. Definitions

"Agreement" means this Sponsorship Elements Agreement entered into as of March 1, 2003

"Authorized Representative" means the President, General Manager, Executive Senior Vice-President, Chief Operating Officer, Senior Vice President/Marketing or Chairman of Licensor or any executive officer of Licensee, respectively

"Breach" means an act by a party that, with notice and the passage of time without cure, would ripen into an Event of Default that would entitle a party to terminate this Agreement

"Broadcast Territory" means approximately the geographic area within 75 air miles from the corporate limits of Indianapolis, Indiana and/or as such definition is revised from time to time by the NBA

"CIB" means the Capital Improvements Board of Managers of Marion County, Indiana.

"Fever" or "Indiana Fever" is the name of the WNBA franchised team owned by Licensor that plays WNBA sanctioned basketball games

"Fieldhouse" means that sports and entertainment building in Indianapolis, Indiana, formally known as Conseco Fieldhouse

"Home Game(s)" means basketball game(s) played between the Indiana Fever and another WNBA basketball team scheduled by the WNBA to be played in the Team Territory

"Licensee" means the entity designated as Licensee on the Term Sheet

"License Year" means March 1st through the end of the WNBA Season provided that the first License Year shall begin on March 1, 2003 and end on September 30, 2003

"MCCRFA" means the Marion County Convention and Recreational Facilities Authority

"Postseason" means the games played by Fever as a part of the WNBA playoffs after the conclusion of the Preseason and Regular Season

"Preseason" means the period of time beginning with the opening of training camp and ending the day of the first Regular Season game

"Regular Season" means the games that count toward the official standings of the WNBA teams for determination of the participants in the Postseason

"Season" or "WNBA Season" shall mean the Preseason, Regular Season and Postseason

"Signage Advertising" (if any) shall mean that advertising described in the Term Sheet

"Sponsorship Elements" shall mean all privileges described in this Agreement on the Term Sheet

"Sponsorship Elements Fee" or "Fee" is the amount of money due from Licensee to Licensor as stated on the Term Sheet, covering all benefits and privileges described herein unless expressly stated otherwise

"Team Territory" means the geographic area within seventy-five (75) air miles of the corporate limits of Indianapolis, Indiana and/or as otherwise determined by the WNBA from time to time

"WNBA" shall mean the Women's National Basketball Association or such successor in interest to which Licensor may become a member

"WNBA Rules" means (a) all rules and regulations of the WNBA as they presently exist and as they may from time to time be amended or modified, (b) the terms of any existing or future agreements entered into by the WNBA or Enterprises, and (c) the approval of Enterprises (with which a complete and accurate copy of any agreement entered into by a WNBA team must be filed within ten (10) days of execution), which may disapprove any such agreement, thereby rendering it null and void Until a complete and accurate execution copy of this Agreement has been approved by Enterprises in accordance with WNBA Rules, this Agreement shall not be effective, or binding on either party and performance under the Agreement shall not begin

TERM SHEET

Pursuant to Section 2 of this Agreement, **AMTRAN, Inc d/b/a ATA** ("Licensee"), a corporation organized under the laws of the State of Indiana and authorized to do business in the state of Indiana, hereby purchases and Licensor hereby sells to Licensee the Sponsorship Elements as more fully described below

A. Signage Advertising The following describes the Signage Advertising ("Signage") purchased by Licensee to be displayed in, on or about the Fieldhouse, as applicable, from the Effective Date through the end of the Term subject to the terms and conditions of this Agreement

(i) Courtside Advertising Signage One (1) minute of in game courtside signage visibility of the name of Licensee per Home Game played in the Fieldhouse through rotating courtside signage approximately thirty four (34) inches high by sixty (60) feet wide, substantially equivalent to that depicted on Exhibit A Notwithstanding the foregoing, such courtside signage shall not be provided during Home Games when such signage is regulated by the WNBA and such regulations do not allow such visibility

B Promotional and Merchandising Elements Subject to the terms of this Agreement and beginning with the 2003 WNBA Season and during the Term hereof, Licensee hereby purchases the following promotional and merchandising elements

(i) Video Promotion One (1) thirty (30) second in-game video promotion at three (3) Fever Preseason and Regular Season Home Games, on the Fieldhouse video scoreboard

C Notice. Pursuant to Section 12 of this Agreement, the following are the addresses of the Licensor and Licensee respectively

If to Licensor

Fever Basketball Corporation
One Conseco Court
125 S Pennsylvania Street
Indianapolis, Indiana 46204
Attn Kelly Krauskopf, Chief Operating Officer

If to Licensee

ATA
7337 W Washington Street
Indianapolis, Indiana 46231-1300
Attn Vicki Higgins

D **Sponsorship Elements Fee** The Fee for the Term of this Agreement is three thousand two hundred and fifty dollars ($3,250) net, including applicable admissions taxes, if any The Fee shall be paid by Licensee via trade with Licensee providing Licensor with air travel of like amount to be used in connection with the Fever Day Trip on July 24, 2003

Exhibit A

TO BANKRUPTCY MANAGEMENT CORPORATION (317) 237-0300
ATTN, ATA CLAIMS AGENT
1330 EAST FRANKLIN AVE

EL SEGUNDO, CA 90245

FedEx Express

CLS091484/05/05

REF 2184/5146 SBL

Delivery Address Barcode

BILL SENDER

RECD JAN 27 2005

PRIORITY OVERNIGHT

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TRK# 6740 6157 5116 Form 0201

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PRINT BIN

BAKER DANIELS

300 North Meridian Street, Suite 2700 Indianapolis, Indiana 46204-1782

VIA FEDERAL EXPRESS

2184/5146 sbl

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