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

UNITED STATES BANKRUPTCY COURT Southern DISTRICT OF Indiana

PROOF OF CLAIM

Name of Debtor
ATA Airlines, Inc

Case Number
04-19868-BHL-11

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

Name of Creditor (The person or other entity to whom the debtor owes money or property)
The Provident Bank

Name and address where notices should be sent

Thomas C Scherer
Bingham McHale LLP
10 West Market Street #2700
Indianapolis IN 46204

Telephone number

☐ 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 Jan 24 2005

1 Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
■ Other Aircraft Lease

☐ 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
See Attachment

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ 24 589 039 00* (unsecured) _____ (secured) _____ (priority) 24 589 039 00* (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 Plus Damages Under EETC Documents See Attachment

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 $ 24 589,039 00*

■ 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

FILED
NOV 07 2005
BMC

ATA
02149

Date
Nov 4, 2005

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)
Thomas C Scherer Attorney at Law

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

Attachment

Provident Bank Amended Proof of Claim

The Provident Bank ("Provident Bank") is the Owner Participant with respect to an EETC Leveraged Lease Financing dated as of June 30, 2000 (EETC 2000-1 N526AT Financing) relating to one Boeing 757-23N Aircraft – N526AT (MSN30735) ("Aircraft") The Aircraft was leased to ATA Airlines, Inc ("ATA") pursuant to a certain "Lease Agreement N526AT" dated as of June 30, 2000 between First Security Bank, National Association, as Owner Trustee, Lessor and American Trans Air, Inc (now ATA), as Lessee (the "Aircraft Lease") Defined terms herein have the meaning stated in the Aircraft Lease

ATA defaulted in its obligations under the Aircraft Lease and has rejected the Aircraft Lease As a result of ATA's default and lease rejection, Wilmington Trust Company, as Loan Trustee, has conducted an Article 9 foreclosure sale of the Aircraft See Exhibit "A" The proceeds of sale were not sufficient to make any distribution to Provident Bank ATA's default has given rise to a claim for damages under the Lease or other applicable EETC Documents Under the EETC financing documents upon default, Wilmington Trust is authorized to enforce the Aircraft Lease Provident Bank asserts a claim for damages under the Aircraft Lease or other applicable EETC Documents reserving the right to withdraw such claim if duplicative of any claim filed by Wilmington Trust

Provident Bank made an equity investment of $16,775,000 (excluding expenses) as Owner Participant for acquisition of the Aircraft Under a "Tax Indemnity Agreement N526AT" dated as of June 30, 2000 between Provident Bank, Owner Participant and ATA, Lessee ("Tax Indemnity Agreement"), ATA's lease rejection has given rise to an indemnity obligation for an amount " sufficient to give to the Owner Participant the same Net Economic Return that Owner Participant would have had if no Tax Loss had occurred" Section 2 1 of Tax Indemnity Agreement The Net Economic Return to Provident Bank, through the Scheduled Expiration Date, is $24,589,039

ATA Holdings, Inc ("ATAH") has guaranteed all of ATA's obligations to Provident Bank pursuant to a certain "Guarantee N526AT" dated as of June 30, 2000 ("ATAH Guarantee") relating to the Aircraft Lease, the Tax Indemnity Agreement, or any of the "Guaranteed Documents" (as that term is described in the ATAH Guarantee) and any other damages which result from ATA's Aircraft Lease Default

The documents that evidence Provident Bank's claim are voluminous A summary of the closing documents for EETC 2000-1 N526AT Financing for the Aircraft is attached as Exhibit "B" ("EETC Documents") Reference is also made to the Proof of Claim filed by Wilmington Trust Company, as Loan Trustee (including any amendments), with respect to the EETC 2000-1 N526AT Financing for additional information concerning ATA's default, the lease rejection and Provident Bank's claim

Provident Bank reserves the right to amend and/or supplement this Proof of Claim at any time as necessary or appropriate to amend, quantify or correct amounts, and/or to provide detail of the various claims set forth herein and/or to include any and all additional claims which may be based on the same or additional documents, including, but not limited to, establishing the right to additional indebtedness, interest, fees and expenses, attorneys' fees and expenses, appraisal costs, identifying security for payment of the claims set forth herein and preserving the right to seek such appropriate relief as may be just in connection with any hearing or trial pertaining to these claims Provident Bank further reserves the right to file additional proofs of claim for, or motions for payment of, administrative expense or other claims entitled to priority The claims contained in any such other proofs of claim or motions are in addition to, and not in limitation of, the claims set forth herein

Advertisement

NOTICE OF PUBLIC FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that on February 17 2005 at 10 00 a m Eastern Standard Time (the Date of Sale) in the offices of Arent Fox PLLC 1675 Broadway 34th Floor New York New York 10019 Wilmington Trust Company as Loan Trustee Subordination Agent and holder of all outstanding Equipment Notes issued under the Indentures defined below (in any such capacity the Secured Party") pursuant to Section 9-610 of the Revised Uniform Commercial Code as adopted under New York law and the following indentures (collectively the Indentures) between the Secured Party and First Security Bank National Association as Owner Trustee (i) Trust Indenture and Mortgage N515AT dated as of September 29 1999 as amended and restated as of March 10 2000, (ii) Trust Indenture and Mortgage N523AT dated as of September 29 1999 as amended and restated as of March 10 2000 (iii) Loan Indenture and Mortgage N524AT dated as of October 25 1999 and amended and restated as of March 10 2000 (iv) Trust Indenture and Mortgage N525AT dated as of June 20 2000 (v) Trust Indenture and Mortgage N526AT dated as of June 30 2000 (vi) Trust Indenture and Mortgage [ATA 2000 1] dated as of November 1 2000 and (vii) Trust Indenture and Mortgage [ATA 2000 1] dated as of November 15 2000 will hold a public auction to offer for sale and sell all of the Owner Trustee s estate right title and interest in and to the following assets (collectively the Collateral)

Aircraft Registration No.	Aircraft Make/Model	MSN for Aircraft	Engine Make/Model	MSN for Engines
N515AT	Boeing 757-200ER	27598	Rolls Royce RB211-535 E4B	31395 & 31396
N523AT	Boeing 757-200ER	30232	Rolls-Royce RB211-535-E4B	31671 & 31672
N524AT	Boeing 757 200ER	30233	Rolls-Royce RB211-535-E4B	31676 & 31677
N525AT	Boeing 757-200ER	30548	Rolls-Royce RB211-535 E4B	31699 & 31700
N526AT	Boeing 757-200ER	30735	Rolls-Royce RB211-535 E4B	31595 & 31606
N527AT	Boeing 757-200ER	30886	Rolls-Royce RB211 535 E4B	31745 & 31747
N528AT	Boeing 757-200ER	30887	Rolls-Royce RB211-535-E4B	31743 & 31748

Such Collateral includes any and all related equipment parts technical data manuals and log books and all inspection modification and overhaul records and other service repair maintenance and technical records in respect of the aircraft

The terms and conditions of the public sale are as follows

1 THE COLLATERAL WILL BE SOLD AS WHOLE LOT ONLY OR AT THE SECURED PARTY S DISCRETION IN SINGLE LOTS ON AN AS IS – WHERE IS BASIS WITH ALL FAULTS AND WITHOUT RECOURSE TO THE SECURED PARTY ITS AGENTS OR REPRESENTATIVES AND THE SECURED PARTY ITS AGENTS AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED AS TO THE VALUE CONDITION MERCHANTABILITY OR FITNESS FOR USE OR PARTICULAR PURPOSE OF ANY OF THE COLLATERAL OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE COLLATERAL WHATSOEVER THE SECURED PARTY DOES NOT CLAIM TITLE TO THE COLLATERAL AND DISCLAIMS ANY WARRANTIES OF TITLE POSSESSION QUIET ENJOYMENT AND THE LIKE IN THIS SALE

2 The Collateral will be sold at a public auction to the bidder with the highest or otherwise best bid as determined by the Secured Party for cash except as otherwise provided herein and on such other commercially reasonable terms as the Secured Party may determine The Secured Party reserves the right to set a minimum bid hereafter The minimum bidding increments will be $500 000 Credit bidding will be permitted to the extent required by any of the Indentures or related aircraft financing documents The Secured Party reserves the right to (a) reject any and all bids and terminate the sale or adjourn the sale to a later date by notice given on the Date of Sale but without further publication and (b) create modify waive or amend any terms or conditions of the sale

3 In order for a prospective bidder (other than the Secured Party) to be eligible to bid at the public auction such prospective bidder must register with the Secured Party and deposit with the Secured Party the sum of $500 000 no later than two (2) business days prior to the Date of Sale Deposits will be refunded to bidders other than the Successful Bidder (as defined below) or Backup Bidder (as defined below) after the Secured Party has identified the Successful Bidder and Backup Bidder The initial deposit must be paid in cash by certified or bank check or by wire transfer of immediately available funds Any purchaser at the public sale will be required to provide certain representations warranties, and covenants concerning past and future compliance with the laws rules and regulations for the United States and any other applicable jurisdiction pertaining to trade embargoes export controls and transactions with designated persons and the foreign corrupt practices statutes of the United States all to the satisfaction of the Secured Party

4 Upon the conclusion of the bidding the auction will be closed and the Secured Party will as soon as practicable identify the highest or otherwise best bid (the Successful Bid) as well as the next highest or otherwise best bid (the Backup Bid) for the Collateral The Backup Bid will remain open and binding until two (2) business days after the Secured Party closes the sale with the person tendering the Successful Bid (the Successful Bidder")

5 Immediately upon the Secured Party's identification of the Successful Bid the Successful Bidder (if other than the Secured Party) will be required to deposit ten percent (10%) of the purchase price (less the initial deposit of $500 000) with the Secured Party The Successful Bidder must pay the balance of the purchase price upon the execution and delivery of the definitive sale documents The deposit and purchase price must be paid in cash by certified or bank check or by wire transfer of immediately available funds The sale closing will take place no later than five (5) business days after the auction closes provided however that the Secured Party may in its sole discretion extend the closing date for a period not to exceed an additional thirty (30) days All sales or transfer taxes if any related to the sale of the Collateral will be paid by the purchaser to the Secured Party at the closing and will be in addition to the purchase price At the closing the purchaser will receive a document evidencing the transfer of the Owner Trustee s right title and interest in the Collateral in form and substance acceptable to the Secured Party

6 In the event the Secured Party is unable for any reason to consummate the sale of the Collateral with the Successful Bidder the Secured Party's sole liability to the Successful Bidder will be the return of the deposit plus any interest accrued thereon In the event the Successful Bidder is unable for any reason to consummate the purchase of the Collateral the Secured Party will retain the deposit paid by the Successful Bidder plus any interest accrued thereon as liquidated damages for the costs of the sale and for the loss of a bargain in lieu of all other damages and the Secured Party may close the sale of the Collateral with the person submitting the Backup Bid (the Backup Bidder") By bidding at the auction each bidder acknowledges that it would not be possible to ascertain the Secured Party's actual damages under the aforementioned circumstances

Potential bidders are encouraged to perform such due diligence as they deem necessary Requests for due diligence materials and requests for inspection should be directed to Joe Dillbeck Aviation Capital Group 800 Newport Center Drive Suite 425 Newport Beach California 92660 telephone (949) 219-4630 facsimile (949) 759 5675 e mail joe dillbeck@aviationcapital com All other inquiries should be directed to (i) counsel for the Secured Party Andrew Silfen Esq Arent Fox PLLC 1675 Broadway 34th Floor New York New York 10010 telephone (212) 484 3903 facsimile (212) 484 3990 e mail silfen andrew@arentfox com or (ii) counsel for the Policy Provider David D Cleary Esq McDermott Will & Emery LLP 227 West Monroe Street Suite 4400 Chicago Illinois 60606 telephone (312) 984 7596 facsimile (312) 984 7700 e mail dcleary@mwe com All bidders and others receiving or examining aircraft and system specifications and inspection records will be required to keep the information strictly confidential Any inspection of or meeting or teleconference concerning the Collateral shall be held by appointment only during operationally appropriate hours between now and the Date of Sale

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Exhibit "A"

Closing Documents

EETC Leveraged Lease Financing

One 757-23N Aircraft - N526AT (msn 30735)

Lessee	American Trans Air, Inc
Lessee's Guarantor	Amtran, Inc
Owner Trustee	First Security Bank, National Association
Owner Participant	The Provident Bank
Mortgagee	Wilmington Trust Company

June 30, 2000

A Transaction Summary

1 Definitions

2 Participation Agreement

3 Lease Agreement

4 Trust Indenture and Mortgage

5 Trust Indenture Supplement

6 Trust Agreement

7 Tax Indemnity Agreement

8 Amtran Guaranty

9 Delivery Notice

10 Equipment Notes

11 Invoice

12 Application for Aircraft Registration

13 Citizenship Affidavits
(a) Owner Participant
(b) Owner Trustee

14 FAA Bill of Sale

15 Warranty Bill of Sale

16 Declaration of International Operations

17 Purchase Agreement Assignment

18 Consent and Agreement

19 Rolls-Royce Warranty Agreement

20 Lessee's Secretary's Certificate

21 Guarantor's Secretary's Certificate

22 OP's Secretary's Certificate

23 OT's Secretary's Certificate

24 WTC's Secretary's Certificate

25 Financing Statements
(a) UCC-1 FSB vs ATA, WTC as assignee - IN
(b) UCC-1 WTC vs FSB - UT

26 Insurance Report and Certificate

27 Lessee's Officer's Certificate

28 WTC's Officer's Certificate

29 OP's Officer's Certificate

30 OT's Officer's Certificate

31 Lessee's Certificate of Mandatory Terms

32 Lessee's In-house opinion

33 Troutman Sanders' opinion

34 Ray, Quinney & Nebeker opinion

35 Richards, Layton & Finger opinion

36 OP's In-house opinion

37 Davis Polk & Wardwell opinion

38 Boeing's counsel opinion

39 Crowe & Dunlevy opinion

40 Davis Polk & Wardwell Tax opinion

41 FAA Recording Opinion

42 Closing Script

43 Funding Info - Provident Bank

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

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

DOCUMENTS APPENDED TO CLAIM

On August 30, 2006, Document(s) appended to Claim Number 2149 for the following reason

- ☒ Stipulation/Order
- ☐ New Supporting Documents
- ☐ Change of Address
- ☐ Withdrawal of Claim
- ☐ Other

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re	)	Chapter 11
	)	
ATA Holdings Corp , et al.,[1]	)	Case No 04-19866-BHL-11
	)	(Jointly Administered)
Debtors and Reorganized Debtors	)	
	)	

NOTICE OF SETTLEMENT OF CLAIM NUMBERS 1107, 1108, 2148 AND 2149 FILED BY PROVIDENT BANK

ATA Airlines, Inc and the other Reorganized Debtors[2] (collectively, the "Debtors") and Provident Bank ("Provident") have reached a settlement agreement with respect to claim numbers 1107, 1108, 2148 and 2149 which were subject to the "Debtors' Third Objection To Certain Claims Relating To Aircraft And Engine Leases" and the "Debtors' Sixth Objection To Certain Claims Relating To Aircraft And Engine Leases—2000 EETC Tax Indemnity Claims " Pursuant to the Debtors' authority under their confirmed plan of reorganization, claim number 1108 has been allowed as a non-priority unsecured claim in the amount of $12,300,000.00 and claim numbers 1107, 2148 and 2149 have been disallowed. Based upon the settlement among the Debtors and Provident Bank, the Debtors

1 The Debtors are the following entities ATA Holdings Corp (04-19866), ATA Airlines, Inc (04-19868), Ambassadair Travel Club, Inc (04-19869), ATA Leisure Corp (04-19870), Amber Travel, Inc (04-19871), American Trans Air Execujet, Inc (04-19872), ATA Cargo, Inc (04-19873), and C8 Airlines, Inc , f/k/a Chicago Express Airlines, Inc (04-19874)

2 The Reorganized Debtors are the following entities ATA Holdings Corp (04-19866), ATA Airlines, Inc (04-19868), ATA Leisure Corp (04-19870), ATA Cargo, Inc (04-19873), and American Trans Air ExecuJet, Inc (04-19872)

hereby withdraw all pending objections as they relate to claim numbers 1107, 1108, 2148 and 2149.

Dated Aug 15 2006

ATA HOLDINGS CORP , et al ,
as debtors and reorganized debtors,

By _____
Jeffrey J Graham, One Of Their Co-Counsel

Michael P O'Neil
Jeffrey J Graham
Sommer Barnard PC
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Telephone: (317) 713-3500
Facsimile. (317) 713-3699

and

Dated· August 15, 2006

PROVIDENT BANK,

By _____
Thomas C Scherer, One Of Their Counsel

Thomas C. Scherer
Bingham McHale LLP
10 West Market Street
2700 Market Tower
Indianapolis, IN 46204
Telephone (317) 635-8900
Facsimile (317) 236-9907

Certificate Of Service

The undersigned hereby certifies that a true and accurate copy of the foregoing was caused to be served this 22nd day of August, 2006 via electronic mail on the Core Group, 2002 Service List and the Appearance List

by BMC Group.

_____
Jeffrey J. Graham

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