#### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION

In re:	)	Chapter 11
	)	
	)	Case No. 08-03675-BHL-11
ATA AIRLINES, INC.	)	
	)	
Debtor	)	

# NOTICE OF FILING OF PURCHASE AGREEMENT CONSTITUTING A PLAN DOCUMENT UNDER THE DEBTOR'S CHAPTER 11 PLAN

Pursuant to the Order (I) Approving the First Amended Disclosure Statement Under 11 U.S.C. § 1125 in Support of the First Amended Chapter 11 Plan Of The Debtor; (II) Fixing a Record Date; (III) Establishing a Deadline to File Notice of Cure Claims; (IV) Approving Solicitation Procedures; (V) Approving Form of Ballot and Establishing Voting Procedures; and (VI) Establishing Notice and Objection Procedures with Respect to Confirmation of the First Amended Chapter 11 Plan of the Debtor (Docket No. 1243) and the First Amended Chapter 11 Plan of the Debtor (the "Plan")(Docket No. 1239), ATA Airlines, Inc. (the "Debtor") files this *Notice of Filing of Purchase Agreement*. The Purchase Agreement between ATA Airlines, Inc. and Southwest Airlines Co. (the "Purchase Agreement") is attached hereto as Exhibit A. The Purchase Agreement is a Plan Document under the Plan.

Dated: February 20, 2009.

BAKER & DANIELS, LLP

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HAYNES AND BOONE, LLP

Kenric D. Kattner (TX Bar No. 11108400)

1221 McKinney Suite 2100 Houston, Texas 77010 Tele: (713) 547-2000

Fax: (713) 547.2600

Email: ATA@haynesboone.com

Counsel for ATA Airlines, Inc.

# Exhibit A

### PURCHASE AGREEMENT

**DATED** 

[[ MARCH \_\_\_ ]], 2009

BETWEEN

ATA AIRLINES, INC.

AND

SOUTHWEST AIRLINES CO.

### **TABLE OF CONTENTS**

#### **PURCHASE AGREEMENT**

PURCHASE AGREEMENT dated as of [[ March \_\_\_ ]], 2009 by and between ATA Airlines, Inc. (the "Seller") and Southwest Airlines Co. ("SWA" or the "Buyer," and together with the Seller, the "Parties").

The Parties hereto agree as follows:

#### **ARTICLE I**

#### **DEFINITIONS & RULES OF CONSTRUCTION**

<u>Section 1.01</u> <u>Dates & Time Periods</u>. The provisions of Bankruptcy Rule 9006 shall govern the calculation of dates and time periods referenced in this Agreement.

<u>Section 1.02</u> <u>Definitional Reference</u>. Each capitalized term used but not defined in this Agreement shall have the meaning assigned to such term in the Chapter 11 Plan, or if no meaning is assigned therein, the meaning assigned to such term in the Bankruptcy Code.

<u>Section 1.03</u> <u>Definitions</u>. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Agreement" means this agreement and the schedules and exhibits hereto.

"Approval Order" means the order of the Bankruptcy Court dated December 2, 2008, approving the Buyer LOI.

"ATA's Slot Rights" means, individually and collectively, ATA's rights, privileges and interests in those certain fourteen (14) specified "Operating Authorizations," also known as departure and landing slots, at New York's LaGuardia Airport.

"Bankruptcy Case" means the case of ATA Airlines, Inc., 08-03675, in the Bankruptcy Court.

"Bankruptcy Code" means title 11 of the United States Code, as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division, or such other court having competent jurisdiction over the Bankruptcy Case.

"Bankruptcy Rules" mean the Federal Rules of Bankruptcy Procedure.

"Business Day" means any day other than a Saturday, Sunday or a "legal holiday," as such term is used in Bankruptcy Rule 9006(a).

"<u>Buyer LOI</u>" means the bid proposal dated December 3, 2008, by and between SWA and the Debtor and concerning the purchase and sale of the New Membership Interest.

"Chapter 11 Plan" means the confirmed chapter 11 plan for the Debtor in the Bankruptcy Case.

"Claim" means any (A) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (B) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

"Closing" has the meaning set forth in Section 2.02.

"Closing Date" means the date on which the Closing actually takes place.

"Confirmation Date" means the date upon which the Confirmation Order is entered on the docket in the Bankruptcy Case.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Chapter 11 Plan.

"<u>Debtor</u>" means the Seller and, if applicable, the "reorganized debtor" (as that term is used in the Bankruptcy Code) in the Bankruptcy Case.

"<u>Delta Slot Rights</u>" means, individually and collectively, those of ATA's Slot Rights that were leased to Delta Airlines under the Operating Authority Lease Agreement dated May 15, 2007.

"<u>Deposit</u>" means the \$2.5 million deposit provided to the Debtor in connection with the Buyer LOI, together with all interest earned thereon.

"Disclosure Schedule" has the meaning set forth in the preamble to Article IV.

"Effective Date" means the third Business Day after the Confirmation Date on which (A) the Confirmation Order is not stayed and (B) all conditions to the effectiveness of the Plan have been satisfied or waived as provided in the Chapter 11 Plan.

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"Governmental Authority" means any government, governmental agency, authority, department, commission, board, bureau, Court or instrumentality of the United States, any domestic state, locality or any foreign country, and any political subdivision or agency thereof, and includes any authority having governmental or quasi-governmental powers, including any administrative agency or commission.

"<u>Included Assets</u>" means, individually and collectively, those certain assets, properties and authorizations listed on Schedule 3.03 hereto.

"<u>Included Contracts</u>" means, individually and collectively, those certain contracts identified on Schedule 3.04 hereto.

"Interest" means any (A) share in a corporation, whether or not transferable or denominated "stock," or similar security; (B) interest of a partner (or assignee of a partner) in a partnership; (C) interest of a member (or assignee of a member) in a limited liability company or (D) warrant, option, conversion or exchange right or other right to purchase, sell or subscribe to a share, security or interest of a kind specified in (A), (B) or (C).

"FAA" means the Federal Aviation Administration.

"<u>Lien</u>" means charge against or interest in property to secure payment of a debt or performance of an obligation; including any mortgage, pledge, security interest, attachment, easement, restriction, encumbrance, lien (statutory or otherwise), option, tax, conditional sale agreement, right of first refusal or right of first offer (including any agreement to give any of the foregoing).

"FLG LLC" means the Delaware limited liability company to be formed pursuant to the Chapter 11 Plan and vested with the Included Assets and assigned the Included Contracts pursuant to the Chapter 11 Plan, the Confirmation Order and Section 3.03.

"New Membership Interest" means the limited liability company membership interest representing 100% of the outstanding limited liability company membership interest in FLG LLC.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, joint ventures, trusts, land trusts, business trusts, unincorporated organizations or other legal entities, regardless of whether they are governments, agencies or political subdivisions thereof.

"Plan Trust" has the meaning set forth in the Chapter 11 Plan.

"Priority Claim Fund" has the meaning set forth in the Chapter 11 Plan.

"<u>Purchase Price</u>" has the meaning set forth in Section 2.01 (b).

"<u>Transaction</u>" means, individually and collectively, the sale of the New Membership Interest and the other transactions contemplated by this Agreement.

"<u>Unsecured Creditor Trust</u>" shall have the meaning set forth in the Chapter 11 Plan.

#### Section 1.04 Other Rules of Construction.

- (a) The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.
- (b) Any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, in each case as amended from time to time, unless the context requires otherwise.
- (c) The Parties intend that each representation, warranty and covenant contained herein will have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached will not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.
- (d) When a reference is made in this Agreement to an Article, Section, Subsection, Schedule or Exhibit, such reference shall be to an Article, Section, Subsection, Schedule or Exhibit to this Agreement unless otherwise indicated.
- (e) The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article.
- (f) The words "include," "includes" and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation."
- (g) The table of contents and the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- (h) As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction.

(i) For purposes of this Agreement, any reference to a document is to such document as it may be amended, supplemented or otherwise modified.

#### **ARTICLE II**

#### SALE, PURCHASE & CLOSING

<u>Section 2.01</u> <u>Sale & Purchase</u>. Pursuant to the terms and conditions set forth in this Agreement, the Chapter 11 Plan and the Confirmation Order:

- (a) the Debtor shall (1) form FLG LLC, (2) contribute the Included Assets and assign the Included Contracts to FLG LLC in exchange for the New Membership Interest and (3) sell and assign to the Buyer the New Membership Interest free and clear of all Liens, Claims and Interests; and
- (b) the Buyer shall pay \$7.5 million (the "<u>Purchase Price</u>") to the Debtor or its nominee.

Section 2.02 Closing. The closing (the "Closing") shall take place at the offices of Haynes and Boone, LLP, 1221 Avenue of the Americas, 26th Floor, New York, NY 10020, or at such other location designated in accordance with Section 6.6 of the Chapter 11 Plan, on the Effective Date and upon satisfaction of the conditions set forth in Article III. The Purchase Price shall be paid by (i) application of the Deposit (the "Deposit Amount") and (ii) a wire transfer of immediately available funds in the amount of the Purchase Price less the Deposit Amount.

#### **ARTICLE III**

#### CONDITIONS PRECEDENT TO THE TRANSACTION

The obligation of the Buyer to purchase and pay for the New Membership Interest at the Closing is subject to the satisfaction, as of the Closing Date, of the following conditions.

<u>Section 3.01</u> <u>Enforceability of Confirmation Order</u>. The Confirmation Order shall be enforceable notwithstanding the provisions of Bankruptcy Rules 6004(g), 6006(d), 7062 and 9014 (or otherwise).

<u>Section 3.02</u> <u>Effectiveness of Chapter 11 Plan</u>. Each and every condition precedent to effectiveness of the Chapter 11 Plan, other than payment of the Purchase Price, shall be satisfied.

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<u>Section 3.03</u> <u>Transfer of Included Assets.</u> On or before the Closing and pursuant to the Chapter 11 Plan and the Confirmation Order, the Included Assets shall have vested in and/or been transferred to FLG LLC free and clear of all Liens, Claims and Interests.

<u>Section 3.04</u> <u>Transfer of Included Contracts</u>. On or before the Closing and pursuant to the Chapter 11 Plan and the Confirmation Order, the Debtor shall have assumed and assigned the Included Contracts to FLG LLC.

<u>Section 3.05</u> <u>Rejection of Executory Contracts & Unexpired Leases</u>. On or before the Closing, each and every executory contract and unexpired lease, other than the Included Contracts, shall have been rejected, including any collective bargaining agreements, unless otherwise provided for in the Confirmation Order with respect to a contract transferred to a trust established under the Chapter 11 Plan.

<u>Section 3.06</u> <u>Separation of FLG LLC</u>. FLG LLC shall be separate and distinct from and not have any obligations of or responsibilities to the Debtor, the Plan Trust or the Unsecured Creditor Trust.

#### Section 3.07 Discharge. Pursuant to the Confirmation Order,

- (a) the Debtor shall have received a complete discharge of all liabilities and interests arising before the Effective Date, including without limitation, any and all tax liabilities of the Debtor;
- (b) all creditors of and interest holders in the Debtor shall be enjoined from pursuing such claims and interests against FLG LLC; and
- (c) there shall be no stamp or other transfer tax paid or payable in connection with the Transaction, in accordance with 11 U.S.C. § 1146.

<u>Section 3.08</u> <u>Approval Order.</u> The Approval Order and each of its terms shall be in full force and effect and shall not have been modified, withdrawn or otherwise eviscerated.

#### Section 3.09 Operation of FLG LLC.

- (a) As of the Closing, FLG LLC shall be permitted to operate its business and may use, operate, acquire and dispose of its property, including ATA's Slot Rights, free of any restrictions under the Chapter 11 Plan and all conditions precedent to FLG LLC's operation of ATA's Slot Rights, other than execution of this Agreement, shall have been satisfied.
- (b) The Buyer shall have obtained, to its reasonable satisfaction, all regulatory approvals and/or assurances such that all of ATA's Slot Rights may pass to FLG LLC and the New Membership Interest may be conveyed to SWA under the Chapter 11 Plan without any

degradation of such rights and the FAA Rule Clarification regarding the Congestion Management Rule For LaGuardia Airport, issued October 27, 2008, shall not have been revised, revoked, amended or cancelled in a manner not acceptable to the Buyer; provided, however, if the FAA has withdrawn, reallocated or otherwise modified the Delta Slot Rights such that they cannot be used or operated by FLG LLC, then the requirements of this Section shall not apply with respect to the Delta Slot Rights.

- Section 3.10 Representations & Warranties. The representations and warranties contained in Article IV shall be true and correct in all material respects on and as of the Closing Date as though then made, except to the extent of changes caused by the transactions expressly contemplated by this Agreement.
- <u>Section 3.11</u> <u>Officer's Certificate</u>. The Seller shall have delivered to Buyer an Officer's Certificate, dated as of the Closing Date as to the matters set forth in Section 3.10.
- <u>Section 3.12</u> <u>Organizational Documents & Records</u>. The Seller shall have delivered to Buyer a complete and correct copy of the Certificate of Formation and operating agreement of FLG LLC, each as in effect on the Closing Date.
- Section 3.13 Compliance with Applicable Laws. The issuance of the New Membership Interest to the Buyer and the consummation of the Transaction shall not be prohibited by any applicable law or governmental regulation, shall not subject the Buyer to any penalty, liability or, in the Buyer's reasonable judgment, other onerous condition under or pursuant to any applicable law or governmental regulation, and will be permitted by laws and regulations of the jurisdictions to which the Buyer is subject.
- <u>Section 3.14</u> <u>Securities Law Clearances</u>. The Seller and/or FLG LLC shall have made all filings under United States federal and applicable state securities laws necessary to consummate the issuance of the New Membership Interest pursuant to this Agreement in compliance with such laws.
- Section 3.15 No Tax Elections. FLG LLC shall not have made an election to be treated as an association taxable as a corporation for United States federal income tax purposes or made any other tax election which, in the Buyer's reasonable judgment, is likely to have an adverse effect on the Buyer or FLG LLC.
- <u>Section 3.16</u> <u>Waiver</u>. Any condition specified in this Article III, or portion thereof, may be waived if consented to by the Buyer in writing.
- <u>Section 3.17</u> <u>FIRPTA Certificate</u>. At the Closing, the Seller shall deliver a properly executed certificate satisfying the requirements of Treasury Regulations 1.1445-2(b)(2).

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#### **ARTICLE IV**

#### REPRESENTATIONS & WARRANTIES OF THE SELLER

As a material inducement to the Buyer to enter into this Agreement and purchase the New Membership Interest, the Seller hereby represents and warrants that the statements contained in this Article IV are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date, except as disclosed in the disclosure schedule of the Seller dated as of this Agreement and delivered by the Seller to the Buyer prior to the execution and delivery of this Agreement (the "Disclosure Schedule"). Nothing in the Disclosure Schedule will be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail.

Section 4.01 Organization & Good Standing of Seller and FLG LLC. The Seller is a corporation duly organized, validly existing and in good standing under the laws of State of Indiana and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the financial condition, operating results, assets, operations or business prospects of the Seller. The Seller has all requisite power and authority and all material licenses, permits and authorizations necessary to own and operate its properties, to carry on its businesses as now conducted and presently proposed to be conducted and to carry out the Transaction. As of the Closing Date, FLG LLC will be a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The copies of the Certificate of Formation and operating agreement of FLG LLC furnished to Buyer pursuant to Section 3.12 are correct and complete.

<u>Section 4.02</u> <u>Capitalization of FLG LLC</u>. Upon the consummation of the Closing, the Buyer shall be the beneficial owner of the entire equity interest in FLG LLC, free and clear of any Liens, Claims or Interests, other than those allowed or created by the Buyer.

Section 4.03 Authority & Enforceability. The Seller has the requisite power to execute and deliver this Agreement and to perform the Seller's obligations under this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by the Bankruptcy Court pursuant to the Chapter 11 Plan and the Confirmation Order. This Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

<u>Section 4.04</u> <u>Conduct of Business; Liabilities</u>. Prior to the Closing Date, FLG LLC will not conduct any business, incur any expenses, obligations or liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether or not known to the Seller and

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whether due or to become due) or enter into any contracts or agreements other than assumption of the Included Contracts.

<u>Section 4.05</u> <u>No Conflict</u>. Neither the execution and delivery of this Agreement, nor the consummation of the Transaction, shall:

- (a) directly or indirectly (with or without notice, lapse of time or both), conflict with, result in a breach or violation of, constitute a default, give rise to any right of termination, cancellation, acceleration, suspension or modification of any material obligation of the Seller or loss of any material benefit to which the Seller is entitled under, result in the imposition of any Lien on any of the material properties or assets of the Seller under, or otherwise give rise to any right on the part of any Person to exercise any remedy or obtain any relief under (i) the organizational documents of the Seller, or any resolution adopted by the board of directors, board of managers or similar governing body of the Seller, (ii) any material contract, lease, agreement or license to which the Seller is a party, by which the Seller is bound or to which any of its properties or assets is subject or (iii) any law, rule, regulation, order, decree or judgment applicable to the Seller or any of its properties or assets; or
- (b) require any material consent, waiver, approval or other authorization of, give any notice to, or make any material filing or registration with, any Governmental Authority or other Person other than as contemplated by Section 3.09(b).

Section 4.06 <u>Tax Issues</u>. The Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

#### **ARTICLE V**

#### **OTHER PROVISIONS**

<u>Section 5.01</u> <u>Remedies</u>. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically, without posting a bond or other security, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

<u>Section 5.02</u> <u>Survival of Representations & Warranties</u>. All representations and warranties contained herein or made in writing by or on behalf of the Seller or FLG LLC in connection herewith will terminate at the Closing.

<u>Section 5.03</u> <u>Cooperation; Further Assurances.</u> Upon the terms and subject to the conditions set forth in this Agreement, each Party hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and do, or cause to be done, and to assist and

cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, and to satisfy or cause to be satisfied all of the conditions precedent that are set forth in Article III, as applicable to each of them. Each Party hereto, at the reasonable request of the other party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

<u>Section 5.04</u> <u>Successors & Assigns</u>. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto will bind and inure to the benefit of the respective successors and assigns of the Parties hereto whether so expressed or not.

<u>Section 5.05</u> <u>Severability</u>. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

<u>Section 5.06</u> <u>Counterparts</u>. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

<u>Section 5.07</u> <u>Notices</u>. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally to the recipient. Such notices, demands and other communications will be sent to the Buyer and to the Seller at the addresses indicated below:

#### If to the Buyer:

Southwest Airlines Co. c/o Bob Montgomery, Vice President 2702 Love Field Dr. Dallas, TX 76235

Tel: 214-792-4365 Fax: 214-792-4086

Email: bob.montgomery@wnco.com

with copies to

Mark R. Shaw, Assoc. General Counsel Southwest Airlines Co.

2702 Love Field Drive, HDQ-4GC

Dallas, Texas 75235 Tel: 214-792-6143 Fax: 214-792-6200

Email: mark.shaw@wnco.com

and

David F. Heroy Baker &McKenzie LLP One Prudential Plaza, Suite 3500 130 East Randolph Drive Chicago, IL 60601

Tel: 312-861-3731 Fax: 312-698-2704

Email: david.f.heroy@bakernet.com

#### If to the Seller:

ATA Airlines, Inc. 2346 South Lynhurst Dr., Suite D201 Indianapolis, Indiana 46241

Tel: (214) 754-1734 Fax: (214) 754-1732

Attn: Steven S. Turoff, Chief Restructuring Officer

with copies to

Haynes and Boone, LLP 1221 McKinney, Suite 2100 Houston, Texas 77010 Tel: (713) 547-2503

Fax: (713) 236-5409 Attn: Doug H. Edwards

Email: doug.edwards@haynesboone.com

<u>Section 5.08</u> <u>No-Third Party Beneficiaries</u>. This Agreement will not confer any rights or remedies upon any Person other than the Seller, the Buyer and FLG LLC and their respective successors and permitted assigns.

Section 5.09 Entire Agreement. This Agreement (including the documents referred to herein) and the provisions of the Chapter 11 Plan related to this Transaction constitute the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof. The Buyer LOI is superseded in its entirety by this Agreement.

<u>Section 5.10</u> <u>Incorporation of Exhibits</u>. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 5.11 Representation by Counsel. Each Party hereto acknowledges that it has been advised by legal and any other counsel retained by such Party in its sole discretion. Each Party acknowledges that such Party has had a full opportunity to review this Agreement, the agreements referred to herein and all related exhibits, schedules and ancillary agreements and to negotiate any and all such documents in its sole discretion, without any undue influence by any other Party hereto or any third party.

Section 5.12 GOVERNING LAW. THE BANKRUPTCY COURT (OR, IF THE BANKRUPTCY COURT CEASES TO HAVE JURISDICTION OVER THE BANKRUPTCY CASE, ANY FEDERAL OR STATE COURT LOCATED IN INDIANAPOLIS, INDIANA) SHALL HAVE THE EXCLUSIVE JURISDICTION OVER ANY DISPUTE ARISING AS TO THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE EXHIBITS AND SCHEDULES HERETO, ALL OF WHICH WILL BE GOVERNED BY APPLICABLE FEDERAL LAW AND BY THE INTERNAL LAW, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF DELAWARE.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

ATA AIRLINES, INC.,	SOUTHWEST AIRLINES CO.,
By:	By:
Name: Steven S. Turoff	Name:
Title: Chief Restructuring Officer	Title:

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### **SCHEDULE 3.03**

All of ATA's Slot Rights; Air Carrier Operating Certificate; all Certificates of Public Convenience & Necessity; ATA's Operating Specifications; transferable trademarks and trade names; Aircraft Manuals and Training Manuals, together with all documents and other records, electronic or otherwise, with respect thereto.

# **SCHEDULE 3.04**