

SO ORDERED: December 02, 2008.



A handwritten signature in black ink, reading "Basil H. Lorch III". The signature is written over a horizontal line.

Basil H. Lorch III  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

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

**ORDER REGARDING THE CADLE COMPANY II, INC.'S MOTION FOR RELIEF  
FROM STAY AND/OR ADEQUATE PROTECTION WITHOUT 30 DAY WAIVER**

This Court has considered the Motion for Relief from Stay and/or Adequate Protection Without 30 Day Waiver (the "Motion") filed by The Cadle Company II, Inc. (the "Cadle"). The Court finds that (a) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding under 28 U.S.C. § 157(b)(2); (c) proper and adequate notice of the Motion and the hearing thereon has been given and that no other or further notice is necessary; and (d) based on the record herein and the parties' agreement, good and sufficient cause exists for the granting of the relief outlined herein. Therefore,

IT IS ORDERED THAT:

1. The Motion is granted as described herein.

2. The automatic stay provided by 11 U.S.C. § 362 is lifted for the limited purpose of allowing Cadle to exercise, in accordance with the Agreement (as defined in the Motion) and applicable law, any *in rem* rights it has in the following equipment (collectively, the "Engines"):

(a) Rolls-Royce Model RB211-524B4 engine (manufacturer's serial no. 14539) and all other equipment, parts, documents, and other property described in the Lease Agreement 14539 dated June 26, 2000, between ATA Airlines, Inc. (or its predecessor) and Key Equipment Finance Inc. f/k/a KeyCorp Leasing, a division of Key Corporate Capital Inc., and

(b) Rolls-Royce Model RB211-524B4 engine (manufacturer's serial no. 14603) and all other equipment, parts, documents, and other property described in the Lease Agreement 14603 dated June 26, 2000, between ATA Airlines, Inc. (or its predecessor) and Key Equipment Finance Inc. f/k/a KeyCorp Leasing, a division of Key Corporate Capital Inc.

3. If requested by Cadle, the Debtor will provide to Cadle any and all information in its possession concerning the location or disposition of the Engines.

4. The parties reserve all rights they may have concerning all issues not expressly resolved in this Order.

5. This Order shall take effect immediately on entry by this Court.

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