

Exhibit A

FROM : REMOVAL*PROCESSING

FAX NO. : 3172828260

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CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT ("Agreement"), dated as of the 18th day of December, 2005, is made by and between ATA Airlines, Inc. ("Consignor") and DSC Trading, LLC ("Consignee").

Consignee is engaged in the business of buying and selling surplus aircraft material, and Consignor desires hereby to supply Consignee with that certain aircraft inventory described on Exhibit A, attached hereto and incorporated herein (the "Inventory"), under a Consignment arrangement, the terms and conditions of which are set forth below:

1. **AGREEMENT.** Consignor hereby appoints Consignee as its agent and grants Consignee the right to sell the inventory, including all parts thereof (the "Consigned Goods") subject to the terms and conditions herein. Consignee hereby accepts such appointment and agrees to use all commercially reasonable efforts to advertise, promote and seek sales of the Consigned Goods.

2. **CONDITIONS OF SALE.** All sales shall be subject to the following terms and conditions:
 - (a) Sales of any Consigned Goods shall be reported to Consignor monthly, within twenty (20) calendar days from the end of the month during which the sale occurred, with purchase orders for sales being forwarded from Consignee to Consignor for the amount due, less applicable commission; and
 - (b) Consignee shall pay Consignor for Consigned Goods sold and collected within twenty (20) calendar days of the end of the month during which the collection occurred. Such remittance will be in US Dollars by wire transfer in immediately available funds.
 - (c) **Material Certification and Inventory Documentation:** Consignor will provide a blanket Material Certification for the transferred inventory, a packing slip detailing the parts Consigned, a tag on each part/lot indicating part number, serial number (if applicable), quantity and description.

3. **EXCLUSIVE RIGHT TO SELL; COMMISSION.** Consignee shall have exclusive right to sell the Consigned Goods during the term of the Agreement. Consignee shall be paid a commission of 25% of final sale proceeds less returns, with respect to each part.

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4. **EXCHANGE OR RENTAL TRANSACTIONS.** In the event that Consignee has the opportunity to exchange or rent the Consigned Goods under this Agreement, Consignee shall be paid a commission of 50% of the gross exchange or rental proceeds with respect to each such transaction.
5. **INVENTORYING.** Within 90 days of its receipt of the Consigned Goods, Consignee shall produce and deliver to Consignor a full inventory of the parts which comprise the Consigned Goods.
6. **STORAGE.** Consignee at its sole risk, cost, and expense shall provide adequate, safe and secure warehousing for the Consigned Goods at 8457 S.W. 132nd Street, Miami, FL. 33156. Consignee will exercise the agreed standards of the FAA in keeping records and maintaining security for the Consigned Goods.
7. **INSURANCE.** Consignee will maintain all risk insurance coverage on all Consigned Goods covered by this Agreement.
8. **SHIPMENT OF CONSIGNED GOODS.**
 - (a) Consignee shall take delivery of the Consigned Goods at the Consignor's Distribution Center, 4555W. Bradbury Street, Indianapolis IN 46241. Consignor and Consignee shall share equally the expense of transporting the Consigned Goods from delivery point to storage location listed in paragraph 6. Consignor will credit Consignee's share of the total shipping cost divided over 24 months of the agreement. In the event that any Consigned Goods are to be returned to Consignor from Consignee's facility to Consignor's place of business or any other place of delivery designated by Consignor, Consignor shall bear all risk and expense of transportation.
 - (b) Transportation of Consigned Goods to any purchaser shall be the responsibility of Consignee and Consignee shall bear all risk, cost and expense in connection with the same.
9. **TERMINATION OF AGREEMENT.** This Agreement shall terminate two years from the date hereof, unless extended by mutual agreement of the parties hereto.
10. **NOTICES.** All notices, receipts or demands of any kind, under the terms of this Agreement, if to Consignor, shall be made by mailing such notice to ATA Airlines, ATTN: Asset Management, 4555 W. Bradbury Street, Suite 4, Indianapolis IN 46241 with a copy to: General Counsel, 7337

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West Washington St., Indianapolis IN 46251 and if to Consignee, shall be made by mailing such notice to 8457 S.W. 132nd Street, Miami, FL. 33156

- 11. **DISPOSITION OF CONSIGNED GOODS AFTER TERMINATION.** In case this Agreement shall be terminated by Consignor, Consignee, at the request of Consignor, shall permit all Consigned Goods and all associated historical records at the effective date of such termination to remain in storage at Consignee's warehouse for such period, not exceeding ninety (90) days thereafter, as Consignor shall require to dispose of the same; Consignee shall, upon request of Consignor, at any time or from time to time during such ninety (90) day period, load or cause the same to be loaded and shipped from Consignee's warehouse in accordance with Consignor's instructions without any cost or charge to Consignee. Therefore, during such ninety (90) day period, Consignor's representatives shall have the right to enter Consignee's warehouse during all usual business hours for the purpose of dealing with the disposition of Consignor's Consigned stock. Consignor will remove or give instructions for the shipment of all property in Consigned stock within the ninety (90) day period. In the event of termination, initiated by Consignor, Consignee will be allowed to recover from Consignor, all labor and related overhead costs associated with the removal of the inventory from Consignee's facility and additionally any cost of repairs that have not been recovered by Consignee.
- 12. **ADVERTISING: SALES.**
 - (a) Consignee may, but shall not be required to, advertise the Consigned Goods in such publications as, in the sole discretion of Consignee, facilitate the sale of Consigned Goods. Any cost incurred for advertising shall be paid by Consignee.
 - (b) Consignee will, in addition to any advertising, utilize its sales force, at its cost, to market and sell Consigned Goods.
- 13. **ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it may not be voluntarily assigned, wholly or in part, by either party hereto without the prior written consent of the other party.
- 14. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the plain English meaning of its terms and governed by the laws of the State of Florida, without regard to the conflict of law provisions thereof.

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15. CERTAIN RESPONSIBILITIES OF CONSIGNEE.

- (a) All Consigned Goods delivered to Consignee hereunder and held by Consignee pursuant to this agreement shall be held by Consignee as a bailee-for-hire, subject to the terms and conditions hereof, and the Consignor shall at all times retain title to all Consigned Goods wherever located (unless and until title to any part shall pass from the Consignor to the Consignee as provided in section 2).
- (b) Without limitation of any other provision of this Agreement, subject to the agreed standard, Consignee shall exercise good and reasonable care in all respects and comply with all applicable manufacturers recommendations, FAA rules, regulations and standards in the disassembly, storage, warehousing (including providing appropriate climate control), security, maintenance, shipment, transportation, insurance, packing or other handling of the Consigned Goods and to the extent that the standard of care applied by Consignee (or generally applied in good industry practice) in the disassembly, storage, warehousing, security, shipment, transportation, insurance, packing or other handling of other engines, parts or records exceeds the foregoing standard of reasonable care, the Consignee shall store, warehouse, secure, ship, transport, pack or otherwise handle the Consigned Goods in accordance with such higher standard of care.

16. MISCELLANEOUS. (a) Each party shall promptly and duly execute and deliver such further documents and assurances and take such further action as the other party may from time to time reasonably request or deem proper or advisable in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of such party hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto in recordable form and the recording or filing of counterparts hereof and of financing statements and continuation statements relating hereto, in accordance with the laws of any appropriate jurisdiction, and the obtaining or effecting of any governmental consents, licenses, authorizations, approvals, declarations, filings or registrations as may be necessary for the performance of any of the terms and conditions of this Agreement.

- (b) The Consignor and Consignee shall bear their own respective costs and expenses (including, without limitation, the fees and disbursements of its counsel) incurred by them in connection with the preparation, negotiation, execution and delivery of this Agreement and (except as otherwise

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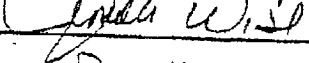
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provided herein) the performance by it of all conditions, covenants or agreements to be performed by it hereunder.

- (c) This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings related to the subject matter hereof and thereof. This Agreement may not be modified or amended except by written instrument signed by each of the parties hereto.
- (d) This Agreement may be executed in any number of separate counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. A facsimile signature on any counterpart hereto will be deemed an original for all purposes hereof.
- (e) The section numbering and headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.
- (f) If any term, clause or provision contained herein is declared or held invalid by any court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (g) The relationship between the Consignor and Consignee is solely that of principal and agent. No joint venture or partnership is intended nor will any be construed. Except as specifically set forth herein, neither party will have the authority to enter into contracts on behalf of or to bind the other party in any respect.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date first written above.

BY: 
 TITLE: President
 DSC Trading LLC

BY: 
 TITLE: SVP
 ATA Airlines, Inc.

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American Trans Air
7337 West Washington Street Indianapolis, IN 46251-1300
Mail to: P.O. Box 51609 Indianapolis, IN 46251-0609
Tel: (317) 247-4000 ata.com

Extension of Consignment Agreement

Extension of Consignment Agreement made by and between ATA Airlines (Consignor), and DSC Trading, LLC (Consignee), said agreement being dated December 18, 2005.

Whereas said Agreement expires on December 18, 2007 and the parties desire to extend and continue said agreement; it is provided that said Agreement shall be extended for an additional term commencing upon the expiration of the original term with the new term expiring on December 18, 2009.

This extension shall be on the same terms and conditions as contained in the original agreement and as if set forth and incorporated herein.

This extension of Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this 18th day of December 2007.

BY: *Quik West*
Title: President

DSC Trading LLC

BY: *[Signature]*
Title: CEO

ATA Airlines, Inc.

October 2, 2006

Michael T. Cobb
Director of Strategic Sourcing
Process Improvement
ATA Airlines, Inc.
4555 W. Bradbury
Indianapolis, IN 46241

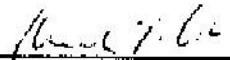
Dear Mike:

This is Amendment 1 to the Consignment Agreement between DSC Trading, LLC and ATA Airlines, Inc. DSC Trading hereby agrees to purchase the remaining inventory from the B727 inventory under PO# C21541 as of October 1st, 2006.

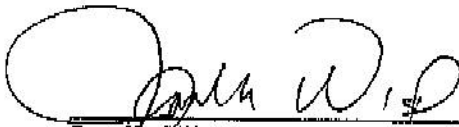
The price for the inventory will be \$50,000.00 USD. Terms will be 90 days from the date of this letter. DSC will continue to pay ATA 75% of all receipts from sales prior to October 1st, 2006 as they are received from the customers. ATA Airlines agrees to provide ownership and title of this material free of liens and encumbrances to DSC Trading. DSC Trading agrees to take the inventory in its current "AS IS", "WHERE IS" condition, without any ATA warranties or representations whatsoever.

The remaining B727 material listed in Exhibit A of the Consignment Agreement will be removed from the Agreement. This does not affect the B757 list in Exhibit A of the Agreement under PO# C21640. The B757 material will remain in the ownership of ATA Airlines and subject to the terms of the Consignment Agreement.

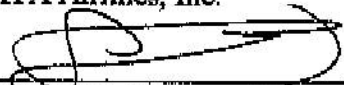
Agreed to and approved by:



Michael T. Cobb
Director of Strategic Sourcing
ATA Airlines, Inc.



Janelle Wise
President
DSC Trading, LLC



Doug Yakola
Chief Financial Officer
ATA Airlines, Inc.