

EXHIBIT A

MASTER AGREEMENT

This Master Agreement ("**Agreement**") is made as of the ____ day of August, 2005, by ATA Airlines, Inc., an Indiana corporation ("**ATA**"), Indianapolis Airport Authority, a municipal corporation existing under and by virtue of the laws of the State of Indiana ("**IAA**"), and Regions Bank, an Alabama state-chartered bank, as successor by merger to Union Planters Bank, N A ("**Regions**"; Regions, IAA and ATA are collectively referred to as the "Parties").

Recitals

A. ATA filed a voluntary petition for reorganization (the "**Bankruptcy Case**") pursuant to Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"), 11 U.S.C. Sections 101 et. seq. in the United States Bankruptcy Court for the Southern District of Indiana (the "**Bankruptcy Court**") and as of the date of this Agreement remains a debtor-in-possession under Chapter 11 of the Bankruptcy Code.

B. ATA and IAA are parties to each of the following lease agreements: (i) Maintenance Facility Lease Agreement, dated December 29, 1995, as amended by a First Amendment to Maintenance Facility Lease, dated May 1, 1998, a Second Amendment to Maintenance Facility Lease, dated June 1, 1999, a Third Amendment to Maintenance Facility Lease, dated January 7, 2000, and a Fourth Amendment to Maintenance Facility Lease, dated September 29, 2000 (the "**Maintenance Facility Lease**"); (ii) American Trans Air, Inc. Master Lease, dated January 1, 1996, as amended by a First Amendment to Master Lease, undated but executed in 1998, and a Second Amendment to Master Lease, undated but executed in 2003 (the "**Corporate Office Lease**"); and (iii) a letter agreement, dated December 29, 1995, establishing a parking lot lease with respect to real estate adjacent to the Leased Premises of the Corporate Office Lease (as amended to date, the "**Parking Lot Lease**").

C. ATA is indebted to Regions with respect to two separate loans made by Regions to ATA, one now evidenced by a First Replacement Mortgage Note, dated November 20, 2002, and executed by ATA to the order of Regions in the original principal amount of \$6,966,698.90, and the other now evidenced by a First Replacement Mortgage Note, dated November 20, 2002, and executed by ATA to the order of Regions in the original principal amount of \$9,139,931.66 (all of the indebtedness and liabilities of ATA evidenced by either of such promissory notes or arising in connection with the loans evidenced thereby, whether now existing or hereafter arising, being collectively called the "**ATA Loan Debt**".)

D. The ATA Loan Debt is secured by a Leasehold Mortgage, Security Agreement and Fixture Filing, executed by ATA in favor of Regions, dated June 30, 1999, and recorded in the Office of the Marion County Recorder on July 7, 1999, as Instrument No. 1999-0128578, as amended by a First Modification of Security Documents, dated as of September 29, 2000, executed by ATA and Regions and recorded in the Office of the Marion County Recorder as Instrument No. 2000-0155912 (the "**Regions Mortgage**").

E. The Regions Mortgage by its terms grants to Regions a mortgage lien and security interest in ATA's leasehold interests and rights, as lessee, in and to the real estate and improvements which comprise the leased premises covered by the Maintenance Facility Lease, as such leasehold interests were created under and pursuant to the terms and provisions of the Maintenance Facility Lease. Regions filed a Proof of Claim in the Bankruptcy Case on January 19, 2005, identifying the total amount of its claims against ATA as of October 26, 2004, as the sum of \$10,889,454.55, excluding fees and expenses, and claiming that its claim is fully secured by the lien and security interests granted to it by the Regions Mortgage (the **Regions Claim**").

F. The IAA has asserted that the Regions Mortgage is invalid or otherwise ineffective by reason of the purported failure of Regions to obtain the requisite approval of IAA to the terms and conditions of the Regions Mortgage. Regions denies this assertion. Regions has expressed concern that IAA will not provide Regions an opportunity to assume and perform the ATA's obligations under the Maintenance Facility Lease and that IAA will attempt to terminate the Maintenance Facility Lease and relet the Leased Premises without giving effect to Regions' mortgage lien and security interest therein. IAA asserts that Regions has no valid interest in the Maintenance Facility Lease and IAA is free to deal with the Leased Premises without consideration of any claim by Regions.

G. Prior to the commencement of the Bankruptcy Case, Regions set off against then outstanding balance of ATA Loan Debt \$2,500,000 from a deposit account maintained with Regions by ATA (the **Regions Setoff**".) ATA has asserted that the Regions Setoff was wrongful and actionable conversion of ATA property by reason of the fact that at the time of the Regions Setoff there was no default with respect to the ATA Loan Debt which entitled Regions to make the Regions Setoff. Regions denies this assertion.

H. This Agreement sets forth the agreements made by the Parties collectively to resolve various conflicting claims, interests and objectives related to the Maintenance Facility Lease, the Corporate Office Lease, the Regions Claim, the Regions Mortgage, and the Regions Setoff.

Agreement

IN WITNESS WHEREOF, in consideration of the Recitals and for other good and valuable consideration, the receipt of which is acknowledged by each of the Parties, it is agreed as follows:

1. Effective Date.

(a) The commitments and covenants of each of the Parties made in this Agreement (except where otherwise expressly stated) are subject to satisfaction of each of the General Conditions Precedent (as such term is defined in Section 5 of this Agreement).

(b) If the General Conditions Precedent shall not have been satisfied on or prior to August 14, 2005, this Agreement shall for all purposes be null and void. The term

"Effective Date" means August, 31, 2005. Until the General Conditions Precedent have been fully satisfied, and then only if such satisfaction shall have occurred on or prior to August 14, 2005, this Agreement shall not constitute an admission against interest by any of the Parties and, excepting only the provisions of Section 6 of this Agreement and excepting its submission in connection with any motions made to the Bankruptcy Court in the Bankruptcy Case seeking its approval, shall not be admissible in evidence for any purpose in any proceeding in which any of the Parties is a party.

(c) This Agreement provides for the execution of numerous agreements, assignments, leases and documents, and the making of certain payments, on the Effective Date. On the Effective Date, a closing shall be conducted in Indianapolis, Indiana, at the offices of Baker & Daniels, counsel for ATA, at which all of such agreements, assignments, leases, documents and payments shall be concurrently executed, delivered and paid, and with execution of each such document by each of the Parties being effective only upon all requisite agreements, assignments, leases and other documents having been executed by the Parties signatory thereto.

2. Corporate Office Lease.

(a) ATA and IAA shall enter into a new lease (the "**New Office Lease**"), pursuant to which IAA shall lease to ATA all of the real estate, improvements and other property which is a part of the "Leased Premises," as such term is defined in the Corporate Office Lease, together with all of the real estate and improvements which are leased to ATA pursuant to the Parking Lot Lease. The New Office Lease shall be in form and substance the same as **Exhibit A** to this Agreement, but with the following exceptions: (i) Initial Term of the lease shall be 5 years; annual rent (land and buildings shall be \$583,000 per lease year (payable in equal monthly installments) for the initial 5 year term of the lease, with an adjustment to rent based on employment as stated on Schedule 2(a) to this Agreement; (ii) ATA shall have a right to extend the lease term for an additional 5 year term, so long as it is not in default; (iii) annual rent for each of the extension term years shall be negotiated by the parties prior to the extension of the lease term, but in the absence of an agreement shall be market rent per year for a 5 year lease of similar commercial office space located within a two mile radius of the Indianapolis International Airport, where the tenant pays costs of insurance and bears all maintenance responsibility and costs and the tenant separately pays all real estate taxes; (iv) IAA shall agree to pay for the first \$700,000 of costs incurred by ATA for the renovation and rehabilitation of the Leased Premises, including relocation of walls and wiring, repair and renovation of restrooms and any other renovation or build out costs incurred in connection with ATA relocating its Building 4 operations and work force to the leased premises; and (v) IAA shall be obligated to pay reasonable relocation costs incurred by ATA, in addition to amounts owed as a matter of law for the taking, if it exercises any right to take the leasehold interest of ATA under the lease by exercise of the power of condemnation or eminent domain. The New Office Lease shall be executed by IAA and ATA on the Effective Date and shall be effective for all purposes from and after September 1, 2005.

(b) The Corporate Office Lease and the Parking Lease shall be terminated on the close of the Effective Date, subject to the execution of the New Office Lease, and IAA and ATA shall have no further liability to the other under the Corporate Office Lease or the Parking

Lease, except that ATA shall remain liable to pay to IAA, when the same would otherwise have been due, Improvement Rent and Ground Rent (as those terms are defined in the Corporate Office Lease) through the Effective Date, and each of IAA and ATA shall remain liable with respect to their respective environmental indemnities to the other in Section 19.09 of the Corporate Office Lease.

3. Indianapolis Maintenance Center Hangar 6A.

(a) IAA represents and warrants to ATA that upon satisfaction of the General Conditions Precedent, IAA will be the owner or lessee of, and will have the right to lease or sublease to ATA Hangar 6A (and to grant rights to common areas of the Indianapolis Maintenance Center), as such hangar ("**Hangar 6A**") is more particularly described and identified in the form of Lease which is **Exhibit B** to this Agreement) in the Indianapolis Maintenance Center on the terms set forth in this Agreement and in the form of Lease which is **Exhibit B** to this Agreement, but with the following exceptions: (i) initial lease term is 5 years, and ATA shall have a right to extend that lease term by an additional 5 years if not in default; (ii) annual rent is \$650,333 (payable monthly) except that in the first lease year ATA shall receive a relocation credit against rent in the amount of \$100,000 (which shall be equally prorated over the 12 months of that year), and in each lease year ATA shall receive an additional annual transportation cost credit of \$50,000 (again prorated equally over the 12 months of each lease year); (iii) IAA pays the costs of all utilities, taxes (if any) and maintenance for the leased premises; (iv) ATA has the right to terminate the lease, without further liability thereunder except for rent and other amounts which accrue prior to the termination date, upon 60 days prior written notice given any time during the first lease year, if: (1) ATA shall have outsourced to a third party contractor the "C" and "D" checks to be performed on its scheduled service aircraft; and (2) ATA certifies to IAA that its forecast of line maintenance needs for its air carrier operations reflect a need for a maintenance hangar to perform such line maintenance on its aircraft for not more than 150 days in the second lease year of the lease.

(b) On the Effective Date, IAA, as lessor, and ATA, as lessee, shall enter into a lease of Hangar 6A which is in form and substance the same as **Exhibit B** to this Agreement, which lease (the "**Hangar 6A Lease**") shall be effective for all purposes on that date. IAA shall construct, or cause to be constructed, at its expense, installation or modifications to the security walls of Hangar 6A that IAA and ATA have discussed and agreed upon (the "**Access Modifications**".) The Access Modifications shall be made without material or unreasonable interference to ATA's operations in and use of Hangar 6A and shall be completed as soon as feasible after the Effective Date.

4. Maintenance Facility Lease.

(a) ATA shall assign the Maintenance Facility Lease to Regions Bank or its designee. Concurrently with this assignment of the Maintenance Facility Lease, IAA shall recognize the validity of the Regions Mortgage and ATA shall convey by quit claim bill of sale and deed to IAA all of ATA's right, title and interests, if any, in and to all buildings and real estate improvements (not including business fixtures or equipment or other personal property) which have been added to the real estate which is covered by the Maintenance Facility Lease

since the date of such lease and which, in accordance with the terms of Section 3.06 of the Maintenance Facility Lease, should have become the property of IAA.

(b) That portion of the Leased Premises covered by the Maintenance Facility Lease which is comprised of the hangar and the related parts and equipment storerooms, but does not include any of the building commonly referred to as Building 4, is called the "**Existing Hangar**." A drawing showing the Existing Hangar is set forth on **Exhibit C** to this Agreement, such Existing Hangar being labeled thereon the "Existing Building." ATA will vacate and cease occupancy of the Existing Hangar on or before the end of the day on August 31, 2005. This includes removal of all aircraft, parts, maintenance equipment, tools, furniture, forklifts, tugs and other personal property and business fixtures of ATA.

(c) Payment, Release and Waiver.

(i) Regions shall pay to ATA on the Effective Date in immediately available funds wire transferred to ATA pursuant to wire transfer instructions provided to regions by ATA the sum of \$500,000.00, with this payment (the "**Regions Payment**") in satisfaction of the claims, if any, of ATA against Regions with respect to the Regions Setoff.

(ii) On the Effective Date, upon receipt of the Regions Payment, ATA will execute and deliver to Regions a general unlimited release of all claims, defenses, setoffs and counterclaims of ATA against Regions, including, without limitation, those arising out of, in any way related to or concerning the Regions Setoff, which release (the "**ATA Release**") shall be binding on ATA, the bankruptcy estate of ATA, its creditors and any successor trustee in bankruptcy.

(iii) On the Effective Date, upon its receipt of the assignment of the Maintenance Facility Lease and the ATA Release from ATA, Regions shall waive and release in full, as fully satisfied and paid, the Regions Claim and all other claims Regions has or may have against ATA, ATA Holdings Corp. or any of their respective affiliates, subsidiaries, officers, directors or shareholders for payment of the ATA Loan Debt.

(iv) On the Effective Date, Regions and ATA shall enter into a sublease of the entire leased premises covered by the Operations Center Lease (as defined below), which sublease shall have a term ending December 31, 2005 (or such earlier date as ATA may elect to terminate upon thirty (30) days' written notice) and shall provide that ATA shall not be required to pay rent for such leasehold, but shall be obligated during the term of the sublease to perform all of the maintenance and insurance covenants of the lessee under the Operations Center Lease to the extent applicable during the term of the sublease. The terms of the sublease otherwise shall be substantially the same as the Operations Center Lease. IAA consents to this sublease.

(d) Modification of Maintenance Facility Lease.

(i) Each of the terms which appear in this Agreement in italics shall have the same meaning as ascribed to such terms in the Maintenance Facility Lease.

(ii) On and effective as of the Effective Date, IAA and Regions will enter into two new leases (collectively, the **"New Leases"**), one with respect to the *Primary Land*, the Existing Hangar improvements and the *Expansion Land* (the **"New Maintenance Facility Lease"**), and one with respect to the *Additional Primary Land* and the so-called Building 4 (depicted on Exhibit D to this Agreement as the "Proposed Building") and improvements thereon (the **"Operations Center Lease"**).

(iii) The New Maintenance Facility Lease shall contain terms and conditions substantially the same as those set forth in the Maintenance Facility Lease, except as follows:

(1) Lessee: Regions Bank or its designee.

(2) Term: 9/1/05 through 8/31/35.

(3) Rent: \$255,342.09 annually for the entire Term (with no fees, including, without limitation, landing fees or employment achievement or maintenance or other adjustments to the rent).

(4) Regions will have a right to sublease the leased premises or assign this lease to Republic Airways Holdings, Inc. or its subsidiaries (**"Republic"**) or any other air carrier (including freight carriers), which would be acceptable to IAA as tenant at any other premises located on a taxiway at Indianapolis International Airport (**"Airport"**), without of IAA, which consent shall not be unreasonably withheld or delayed. Upon any such assignment, Regions would be released from further liability thereunder for any rent or other obligations accruing from and after the effective date of the assignment.

(5) Regions will have right to sell and assign its interests in the New Maintenance Facility Lease and the assignee will have right to place a mortgage on the assigned leasehold interest in an amount not to exceed the purchase price of Regions' interest therein, with terms and conditions which are subject to approval of IAA, which approval will not be unreasonably withheld.

(iv) The Operations Center Lease shall contain terms and conditions substantially the same as those set forth in the Maintenance Facility Lease, except as follows:

(1) Lessee: Regions Bank or its designee.

(2) Term: \$9/1/05 through 8/31/35.

(3) Rent: \$62,991.94 annually for the entire Term (with no employment achievement or maintenance or other adjustments to the rent).

(4) Subject to prior consent of IAA, which shall not be unreasonably withheld or delayed, Regions will have a right to sublease or assign this lease and space in the buildings which are a part of the leased premises to ATA, Ambassadors Travel Club, Inc. or ATA Holdings Corp., and to any tenant which would be reasonably acceptable to IAA as a tenant of office facilities at any other premises at Airport which do not have access to restricted areas (such restricted areas include, without limitation, terminal concourses, runways, taxiways, aprons, control tower and areas required to be fenced and secured pursuant to regulations of the Transportation Security Administration) or such tenant would be reasonably acceptable to IAA as a tenant for office space should IAA have any office space outside of restricted areas. Upon any such assignment of the Operations Center Lease by Regions, Regions would be released from liability thereunder for any rent or other obligations accruing from and after the effective date of the assignment.

(5) Regions would have right to sell and assign its interests in the Operations Center Lease and the assignee would have right to place a mortgage on the assigned leasehold interest in an amount not to exceed purchase price of Regions interest therein, with terms and conditions which are subject to approval of IAA, which approval will not be unreasonably withheld.

(v) Description of Leased Premises under New Leases. The legal descriptions of the leased premises under the New Maintenance Facility Lease and the Operations Center Lease will be restated, as necessary, based upon surveys obtained by Regions, at its expense and as soon as practicable after the date on which the General Conditions Precedent have been satisfied, to reflect the intent that the "Leased Premises" will mean: (a) with respect to the New Maintenance Facility Lease, the *Primary Land* and the *Expansion Land* (excluding any portion on which so-called Building 4 and associated improvements are located), the Existing Hangar improvements and a portion of the parking spaces situated on the *Additional Primary Land*; and (b) with respect to the Operations Center Lease, the *Additional Primary Land* (excluding any portion on which the Existing Hangar improvements are located and the remaining portion of the parking spaces) and Building 4 and associated improvements. The

parking spaces currently situated on the *Leased Premises* will be allocated between the leased premises under the New Maintenance Facility Lease and the Operations Center Lease in such manner as Regions may determine appropriate.

(vi) IAA Leasing Assistance. Regions understands that from time to time IAA receives inquiries about leasing opportunities on or near the Airport. During any period when Regions, or its successors in interest, do not have a sub-lessee under either or both of the New Leases, IAA will refer potential tenant contacts to Regions, if IAA does not have a facility or premises that meets the potential tenant's needs.

(vii) Termination of Hangars 7A and 7B Lease. As of the Effective Date or before, IAA will release Chautauqua Airlines from all obligations and liabilities under the current lease between IAA and Chautauqua Airlines with respect to Hangars 7A and 7B of the Indianapolis Maintenance Center (the "**Chautauqua Lease**"), excluding rent and other charges which have accrued as of the release date, without penalty to Chautauqua Airlines, provided only that Chautauqua Airlines shall mutually release IAA from all of its obligations and liabilities under the Chautauqua Lease as of such release date and Chautauqua Airlines shall have agreed to enter into a sublease with Regions of the Existing Hangar in accordance with the requirements of Section 4(c) below.

5. General Conditions Precedent. Each of the following conditions shall be a "**General Condition Precedent**" for all purposes in this Agreement:

(a) Entry of an Order of the Bankruptcy Court in the Bankruptcy Case approving this Agreement and its performance by ATA on or before August 3, 2005, which Order has become final and nonappealable no later than August 14, 2005;

(b) By not later than August 5, 2005, Chautauqua Airlines shall have agreed to a termination of the Chautauqua Lease as provided in Section 3(d)(vii) of this Agreement, such termination being effective only upon the New Sublease (as defined below) having been agreed to by Chautauqua Airlines and Regions and having become effective, and shall have agreed to extend by thirty (30) days the time within which IAA is obligated to demolish and reconfigure certain of the infrastructure of Hangars 7A and 7B as required in the Chautauqua Lease;

(c) By not later than August 14, 2005, Republic shall have agreed to enter into a sublease with Regions of the Existing Hangar (the "**New Sublease**") or shall have agreed to purchase Regions' leasehold interest in, the New Maintenance Facility Lease on terms and conditions acceptable to Regions Bank, except that Regions will deem acceptable the following sublease terms: (i) annual rent for the first year of the lease term of \$400,000, and thereafter annual rent for each remaining year of the lease term of \$700,000; (ii) the sublessee is responsible for the payment of all utilities and normal maintenance of the leased premises, with

Regions being responsible for all maintenance to structural components and the roof; and (iii) Regions will be responsible for, and shall pay all costs required, to eliminate access through Building 4 to the Existing Hangar; and

(d) The Board of IAA shall have approved and authorized this Agreement by not later than its August 5, 2005 meeting, and AAR Aircraft Services shall have agreed to a termination of its lease of Hangar 6A, effective not later than August 15, 2004.

6. General Covenants. The covenants set forth in this Section 5 shall be effective prior to the Effective Date and shall remain effective even if this Agreement becomes null and void pursuant to Section 1.

(a) Each of the Parties covenants and agrees to utilize reasonable and timely efforts to achieve timely satisfaction of each General Condition Precedent.

(b) Pursuant to Motion for Approval of Assumption of Maintenance Facility Lease With Indianapolis Airport Authority which was filed by ATA on July 8, 2005, with the Bankruptcy Court in the Bankruptcy Case, ATA moved for authority to assume pursuant to Section 365 of the Bankruptcy Code the Maintenance Facility Lease (the "**Assumption Motion**"). As soon as practicable after execution of this Agreement by the Parties, ATA shall amend and supplement the Assumption Motion so as to obtain the authorization and approval of the Bankruptcy Court of this Agreement and each of the agreements to be entered into by ATA pursuant to the terms of this Agreement, including without limitation the authorization to assume and then assign the Maintenance Facility Lease to Regions in accordance with the terms of this Agreement. IAA and Regions shall support ATA's requests for such approvals and authorizations, and IAA shall withdraw its objection to the Assumption Motion.

(c) From and after that date on which the General Condition Precedent set forth in Section 4(b) of this Agreement has been satisfied and thereafter until the Effective Date, IAA shall provide ATA full and secure access to and rights to place and store property in Hangar 6A, without rent or other charges, and shall permit ATA to move equipment, stored parts and other ATA personal property which it will be relocating to Hangar 6A from the Existing Hangar. In the event for any reason this Agreement becomes null and void pursuant to the provisions of Section 1 of this Agreement, this right of access, use and storage shall be extended another thirty (30) days to permit ATA to move out of Hangar 6A any ATA property and equipment which previously had been relocated to Hangar 6A.

(d) On not less than two (2) business days' notice, ATA will grant representatives of Regions and Republic access to Building 4, the Existing Hangar and the *Leased Premises* during normal business hours on not more than two separate occasions prior to August 31, 2005.

7. Miscellaneous.

(a) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, with respect to the subject matter hereof.

(c) Succession and Assignment. Except as provided in Section 1 of this Agreement, This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

(d) Counterparts and Facsimile Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

(e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Indiana.

(g) Amendments and Waivers. The Parties may mutually amend any provision of this Agreement at any time. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver.

(h) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

(i) Expenses. Each Party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(j) Specific Performance. Each Party acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Parties or either of them shall be entitled to an injunction or other equitable relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

(k) Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ATA AIRLINES, INC.

By: _____

REGIONS BANK

By: _____

INDIANAPOLIS AIRPORT AUTHORITY

By: _____

(Signing with the authorization of the Members of
IAA)