

MIDWAY GATE TRANSFER SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), dated as of December 12, 2005, is entered into by and among Citibank, N.A. ("Citibank"), as Agent (in such capacity, the "Agent"), Collateral Agent (in such capacity, the "Collateral Agent") and Tranche B Lender (in such capacity, the "Tranche B Lender"), the participants in the Tranche B Loan (as defined in paragraph A below), including, but not limited to, AFS Investments XII, Inc. and International Lease Finance Corporation (the "Tranche B Loan Participants") and the Air Transportation Stabilization Board (the "ATSB," and collectively with the Tranche B Lender and the Tranche B Loan Participants, the "ATSB Lenders"), Southwest Airlines Co. ("Southwest") and the Debtors¹ in the Chapter 11 Cases (as defined in paragraph C below). The ATSB Lenders, Southwest and the Debtors are collectively referred to herein as the "Parties," and individually as a "Party."

RECITALS

A. ATA obtained a \$168,000,000 term loan (the "ATSB Loan") under that certain Loan Agreement, dated as of November 20, 2002 (the "Loan Agreement"). The ATSB Loan consists of a \$148,500,000 Tranche A Loan (the "Tranche A Loan") and a \$19,500,000 Tranche B Loan (the "Tranche B Loan"). The repayment of the Tranche A Loan was guaranteed by the ATSB, which paid upon such guarantee and now holds the Tranche A Loan. Citibank, N.A, is the Agent and the Collateral Agent under the ATSB Loan. The Cash Collateral Order (as defined in paragraph E below) more fully describes the collateral for the ATSB Loan.

¹ The Debtors consist of the following entities: ATA Holdings, Corp. ("Holdings"), ATA Airlines, Inc. ("ATA"), Ambassador Travel Club, Inc., ATA Leisure Corp. ("Leisure"), Amber Travel, Inc., American Trans Air Execujet, Inc. ("Execujet"), ATA Cargo, Inc. ("Cargo") and C8 Airlines, Inc. (f/k/a Chicago Express Airlines, Inc.). Holdings, ATA, Leisure, Execujet and Cargo are sometimes collectively referred to as the "Reorganizing Debtors," while the remaining Debtors comprise the "Liquidating Debtors".

B. The ATSB Loan is secured by first-priority liens (the “Pre-Petition Liens”) in favor of the Collateral Agent in certain pre-petition collateral of ATA (together with the proceeds of such collateral, the “Pre-Petition Collateral”), granted pursuant to that certain Mortgage and Security Agreement dated as of November 20, 2002. The Pre-Petition Collateral is more fully described in the Loan Documents (as defined in the Loan Agreement).

C. On October 26, 2004 (the “Petition Date”), each of the Debtors commenced a Chapter 11 case (each a “Chapter 11 Case” and collectively the “Chapter 11 Cases”) by filing a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Indiana (the “Court”). The Chapter 11 Cases have been procedurally consolidated under *In re ATA Holdings Corp., et al.* Case No. 04-19866 (Bankr. S.D. Ind.).

D. On the Petition Date, the outstanding balance on the ATSB Loan was \$140,564,059.75 including accrued but unpaid interest (together with all fees, charges, expenses accrued or to accrue, and which are payable to the “ATSB Lender Parties” (as defined in the Cash Collateral Order) in accordance with the Loan Agreement, the “ATSB Loan Obligations”).

E. The ATSB Lenders and the Debtors negotiated the *Interim Order Authorizing Debtors' Use of Cash Collateral and Use, Sale and Lease of Other Pre-Petition Collateral*, So Ordered by the Court on October 29, 2004 [Dkt. No. 163], and the ATSB Lenders, the Debtors and the Official Committee of Unsecured Creditors of ATA Holdings Corp., *et al.* (the “Committee”) negotiated the *Second Interim and Final Order Authorizing Debtors' Use of Cash Collateral and Use, Sale and Lease of Other Pre-Collateral*, So Ordered by the Court on December 10, 2004, as amended and supplemented (the “Cash Collateral Order”), which provides for the Debtors' continued use of the ATSB Lender Parties' cash collateral and use, sale

and lease of the other Pre-Petition Collateral on an interim basis in the Chapter 11 Cases, adequate protection of the ATSB Lender Parties including the granting of replacement liens (the “Replacement Liens”) to the extent of the aggregate diminution in value of the ATSB’s interests in the Cash Collateral and Pre-Petition Collateral from the Petition Date (which value has been determined to be \$110,000,000 pursuant to the ATSB Lenders Settlement Agreement, as defined below) as a result of the Debtors’ use, sale or lease of such Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (“Collateral Diminution”) on all property owned or leased by any of the Debtors, subject to certain exceptions, as of the Petition Date in which the Collateral Agent did not already hold a valid, enforceable and perfected Pre-Petition Lien and the proceeds therefrom or which becomes part of the Debtors’ estates from and after the Petition Date (the “Replacement Collateral,” and together with the Pre-Petition Collateral, the “Collateral”).

F. The Cash Collateral Order provides the ATSB Lenders with a Replacement Lien on the Debtors’ “right to receive the proceeds, if any, from any assumption and assignment or other disposition of any lease for any airport facilities at airport terminals or other agreements related to the operation or occupancy of such airport facilities as approved by the Court and with any and all third party consents as are required.” Cash Collateral Order at 19-20 § 9(b).

G. Pursuant to Southwest’s successful bid for certain assets of the Debtors at Chicago Midway Airport, the Debtors and Southwest entered into that certain *Secured Debtor-in-Possession Credit and Security Agreement, dated as December 22, 2004* (as amended, the “Southwest DIP Loan”), which was approved by the Court pursuant to the *Final Order Authorizing Post-Petition Secured Super-Priority Financing Pursuant to Sections 105(a), 362, 364(c)91), 364(c)(2), 364(c)(3) and 507 of the Bankruptcy Code*, So Ordered by the Court on

January 10, 2005 [Dkt. No. 1168]. Pursuant to the Southwest DIP Loan, Southwest provided the Debtors with \$40 million of debtor-in-possession financing and a letter of credit in the approximate amount of \$7 million, and Southwest was granted liens on the Collateral which are junior to the Pre-Petition Liens and Replacement Liens of the ATSB Lenders.

H. On April 19, 2005, the Bankruptcy Court approved the ATSB Lenders Settlement Agreement among the ATSB Lenders, the Debtors and the Committee pursuant to the *Order Approving Motion on Shortened and Limited Notice to Approve ATSB Lenders Settlement Agreement* [Dkt. No. 1988] (the “ATSB Lenders Settlement Agreement”). The ATSB Lenders Settlement Agreement confirms and further memorializes certain agreements regarding the type, extent and value of the Pre-Petition Collateral. The ATSB Lenders Settlement Agreement provides for the ATSB Loan Obligations to be allowed in the Chapter 11 Cases as the following allowed claims: (x) a secured claim against ATA of \$110,000,000 (such secured claim amount or, in the event the ATSB Lenders hereafter compromise the amount of their secured claim, the lesser amount resulting from such compromise, the “ATSB Secured Claim”), (y) an unsecured claim of no less than \$30,564,059.75 (the “ATSB Unsecured Claim”) and (z) an unsecured claim in an amount equal to the sum of the ATSB Secured Claim and the ATSB Unsecured Claim against each of Holdings, Leisure, Cargo and the Liquidating Debtors (collectively, with the ATSB Secured Claim and the ATSB Unsecured Claim, the “ATSB Claims”).

I. On November 17, 2005, the Debtors filed with the Court their *Motion for Approval of (1) Midway Gate Restructuring Agreement to Transfer Certain Lease Rights to Southwest and to Resolve Certain Issues with the City of Chicago, (2) Amendment to Codeshare Agreement and (3) Amendment to Southwest Bid and Southwest DIP Loan Agreement* [Dkt. No. 3253] (the “Midway Gate Motion”) with the Court. The Midway Gate Motion provides for, *inter alia*: (i)

the transfer by ATA to Southwest of ATA's rights to four gates under that certain Chicago Midway Airport Amended and Restated Airport Use Agreement and Facilities Lease, with an effective date of January 1, 1997, between the City of Chicago and ATA (the "ATA Midway Lease") and the relinquishment by ATA to the City of Chicago of ATA's rights under the ATA Midway Lease to its remaining four gates (the "Relinquished Premises"); (ii) the transfer by Southwest to ATA of Southwest's rights under that Chicago Midway Airport Amended and Restated Airport Use Agreement and Facilities Lease, dated January 1, 1997, between the City of Chicago and Southwest (the "Southwest Midway Lease") to one gate and the surrender by Southwest to the City of Chicago of Southwest's rights under the Southwest Midway Lease to one gate; and (iii) the grant by the City of Chicago to Southwest of rights to two additional gates at Chicago Midway Airport ((i), (ii) and (iii) collectively, the "Midway Gate Transfer"). The Midway Gate Transfer is scheduled to be consummated in mid December 2005. As partial consideration for the Midway Gate Transfer, Southwest would forgive \$20 million of the Southwest DIP Loan upon consummation of the Midway Gate Transfer.

J. On November 23, 2005, the Reorganizing Debtors filed their *First Amended Joint Reorganizing Plan for Reorganizing Debtors* (the "Plan") and the *[Proposed] First Amended Disclosure Statement with Respect to First Amended Joint Chapter 11 Plan for Reorganizing Debtors* (the "Disclosure Statement"). The Plan and the Disclosure Statement is based upon the Reorganizing Debtors receiving a debtor-in-possession loan from MatlinPatterson Global Opportunities Partners II L.P. and/or MatlinPatterson Global Opportunities Partners (Cayman) II L.P. (together, "MP") and, upon the Reorganizing Debtors' emergence from the Chapter 11 Cases, an investment in the equity of the Reorganized Debtors by MP as well as a rights offering

backstopped by MP. The Plan and Disclosure Statement discuss more fully the transactions contemplated thereby.

K. The hearing to approve the adequacy of the Disclosure Statement is scheduled for December 12, 2005 and the hearing to confirm the Plan is expected to occur in January 2006, with expectation that the Plan will be consummated and become effective (such day, the “Effective Date”) in late January or February 2006.

L. The ATSB asserts that the consummation of the Midway Gate Transfer prior to the Effective Date would violate various provisions of the Cash Collateral Order and prejudice certain of the ATSB Lenders’ rights and protections established thereunder, and the Debtors and Southwest disagree.

M. On December 3, 2005, the ATSB filed the *ATSB’s Opposition to Motion for Approval of Midway Gate Restructuring Agreement* [Dkt. No. 3323] (the “ATSB Objection”) opposing the consummation of the Midway Gate Transfer prior to the Effective Date. The International Lease Finance Corporation joined in the ATSB Objection by filing the *Joinder of International Lease Finance Corporation in Objection of Air Transportation Stabilization Board to Debtors’ Emergency Motion Dated November 10, 2005 for Postpetition Financing and Other Related Relief* [Dkt. No. 3313].

N. Subsequent to the filing of the ATSB Objection, the ATSB, the Debtors and Southwest engaged in good-faith negotiations to resolve their disputes regarding the consummation of the Midway Gate Transfer and the ATSB Objection.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consummation of the Midway Gates Transfer. Subject to the terms and conditions of this Agreement, the ATSB shall withdraw the ATSB Objection and the ATSB Lenders shall support the consummation of the Midway Gate Transfer prior to the Effective Date. In the event that (a) the Midway Gate Transfer is consummated on or before December 31, 2005; (b) the Effective Date does not occur before June 30, 2006, (c) there is either (i) a liquidation of the Debtors whether under Chapter 7 or Chapter 11 of the Bankruptcy Code or following a dismissal of the Chapter 11 Cases of the Reorganizing Debtors or (ii) a plan of reorganization other than the Plan (an "Alternate Plan") is consummated; and (d) either (i) the ATSB Lenders recover less than the ATSB Secured Claim after the liquidation of substantially all the Collateral or (ii) an Alternate Plan provides the ATSB Lenders with a recovery the Appraised Value (as defined below) of which is less than the then outstanding amount of the ATSB Secured Claim, then (A) Southwest shall, on behalf of the Reorganizing Debtors, pay to the Agent for the benefit of ATSB Lenders in respect of the ATSB Secured Claim the lesser of (a) \$15,000,000 and (b) the remaining amount of the ATSB Secured Claim to the extent of the Collateral Diminution found by the Court or other court of competent jurisdiction in a final and non-appealable order (the "Southwest Payment") and (B) the outstanding principal amount of the Southwest DIP Loan shall be increased by the amount of the Southwest Payment. In the event that, after recovering the entire amount of the ATSB Secured Claim including the Southwest Payment, the ATSB Lenders receive any payments from the liquidation of Collateral, the ATSB Lenders shall promptly pay any such excess amounts first to Southwest.

2. Valuation. "Appraised Value" means the value of the ATSB Lenders' recovery under an Alternate Plan as determined by an independent, nationally recognized valuation firm

mutually acceptable to Southwest and the ATSB Lenders, who shall bear the cost of the valuation equally.

3. Instructions for Southwest Payment. The Southwest Payment shall be made within 15 days from receipt by Southwest from the ATSB Lenders of a notice setting out the amount of the Southwest Payment and the basis upon which the amount was determined. The Southwest Payment shall be made by wire transfer in immediately available funds to such bank and account as is notified to Southwest in writing by the ATSB Lenders for such purpose without setoff, counterclaim or deduction on any legal or equitable ground of any kind, except to the extent specifically set forth herein.

4. Approval and Implementation of Agreement.

a. Approval Order. The effectiveness of this Agreement is conditioned upon the entry of an order of the Court which, without being stayed, becomes final and non-appealable and incorporates (by reference or otherwise) the terms and conditions of this Agreement and which order contains nothing inconsistent with this Agreement (the "Approval Order"). The Approval Order must be acceptable in both form and substance to each of the Parties.

b. Entry of Approval Order. Upon execution of this Agreement, the Parties shall cooperate and use their best efforts to obtain Court approval of this Agreement, the entry of the Approval Order and the Midway Gate Transfer, and shall take no actions inconsistent therewith. The Parties agree that the Midway Gate Transfer shall not be consummated unless and until the Approval Order has become final and non-appealable. In the event the Approval Order has not been entered and become final and non-appealable and the Midway Gate Transfer has not been consummated on or before December 31, 2005, this Agreement shall become null and void and no Party hereto shall have any obligation to any other Party arising out of this Agreement (except

as otherwise specifically provided herein). In such event, the Midway Gate Transfer shall not be consummated, and the Debtors shall not otherwise transfer any interest in the ATA Midway Lease, without further order of the Court.

c. Effect of Claim Transfer. This Agreement shall be null and void, and Southwest shall have no obligations whatsoever hereunder, immediately upon any transfer of any or all of the ATSB's interest in the ATSB Secured Claim (represented to be approximately 88% of the principal amount), directly or indirectly, in whole or in part, to or for the benefit of any person other than any agency or instrumentality of the United States of America.

5. No Support for Inconsistent Plan. None of the Parties shall support or propose any Plan in any of the Chapter 11 Cases that contains provisions inconsistent with the terms and conditions of the Midway Gate Transfer, the Plan and this Agreement.

6. Acknowledgments of the Parties.

a. Acknowledgment of the ATSB Lenders. Each of the ATSB Lenders acknowledges that it: (x) has relied on its own independent investigation, and has not relied on any information or representations furnished by any other Party or representative or agent thereof in determining whether or not to enter into this Agreement; (y) has conducted its own due diligence under applicable law in connection therewith, as well as undertaken the opportunity to review information, ask questions and receive satisfactory answers concerning this Agreement; and (z) possesses the knowledge, experience and sophistication to allow it to fully evaluate and accept the merits and risks of entering into this Agreement.

b. Acknowledgment of the Debtors. Each of the Debtors acknowledges that it: (x) has relied on its own independent investigation, and has not relied on any information or representations furnished by any other Party or representative or agent thereof in determining

whether or not to enter into this Agreement; (y) has conducted its own due diligence under applicable law in connection therewith, as well as undertaken the opportunity to review information, ask questions and receive satisfactory answers concerning this Agreement; and (z) possesses the knowledge, experience and sophistication to allow it to fully evaluate and accept the merits and risks of entering into this Agreement.

c. Acknowledgment of Southwest. Southwest acknowledges that it: (x) has relied on its own independent investigation, and has not relied on any information or representations furnished by any other Party or representative or agent thereof in determining whether or not to enter into this Agreement; (y) has conducted its own due diligence under applicable law in connection therewith, as well as undertaken the opportunity to review information, ask questions and receive satisfactory answers concerning this Agreement; and (z) possesses the knowledge, experience and sophistication to allow it to fully evaluate and accept the merits and risks of entering into this Agreement.

7. Cooperation in Liquidation. ATSB Lenders shall use commercially reasonable efforts to maximize their recovery on the ATSB Secured Claim. To that end, the ATSB Lenders or their advisors shall (i) consult in good faith with Southwest or its designated advisors on the process by which assets will be liquidated and on progress in such liquidation, (ii) offer Southwest the opportunity to bid on any assets of the Debtors to be sold in connection therewith, including reasonable notice thereof, and (iii) provide Southwest or its advisors reasonable access to any material books and records related to the Collateral and the liquidation.

8. Participation in Liquidation. Nothing in this Agreement shall be construed as affecting any rights which Southwest may have to participate in or object to the liquidation of the

Collateral or the confirmation of any Alternate Plan, whether in their capacity as a secured creditor or otherwise.

9. Notice. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter, if transmitted by facsimile or telecopier with confirmation of receipt; (iii) when mailed by certified mail, return receipt requested, postage prepaid; or (iv) when sent by overnight courier; in each case, to the addresses set forth on **Exhibit 1** attached hereto, or to such other addresses as a Party may from time to time specify by notice to the other Party given pursuant hereto.

10. Good Faith. The Parties and their respective agents, advisors and employees have acted in good faith in negotiating, consenting and agreeing to this Agreement. The negotiation of the terms and provisions of this Agreement have been conducted at arm's length, and the Debtors believe such terms and conditions are fair and reasonable under the circumstances and reflect the Debtors' exercise of reasonable business judgment consistent with the Debtors' fiduciary duties.

11. Reservation of Rights. Except to the extent explicitly set forth in this Agreement, each of the Parties reserves any and all rights such Party may have as to all other matters or issues arising in the Chapter 11 Cases, including, without limitation, proposing, supporting or opposing a Plan in any, or all, of the Chapter 11 Cases. The ATSB does not bind any other agency or instrumentality of the United States of America with respect to any matter related to the Chapter 11 Cases including, without limitation, the subject matter of the Midway Gate Transfer.

12. Cooperation; Further Assurances. The Parties agree to execute and deliver such instruments, and take such further actions as the other Parties may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms and conditions of this Agreement.

13. No Third Party Rights. Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed to confer upon or give any person, firm, corporation, partnership, association or other entity any rights or remedies under or by reason of this Agreement, other than the Parties' and their successors and permitted assigns, and any successor to, or representative of, the Debtors' estates appointed pursuant to a Plan (or any other plan incorporating the terms and conditions of this Settlement Agreement proposed under any other Chapter of the Bankruptcy Code) confirmed by the Court.

14. Binding Effect. Subject to the approval of the Court, this Agreement constitutes a legal, valid and binding obligation enforceable against each of the Parties, in accordance with the terms hereof. This Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Merger of Agreement. This Agreement contains the sole and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions with respect to the settlement memorialized herein and the terms hereof.

16. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases, as the case may be, contained in

this Agreement, shall not be affected thereby to the extent that the intent of the Parties can be carried out in the absence thereof.

17. Modification. This Agreement may not be changed, modified or altered in any manner, except in a written instrument between the Parties that refers specifically to this Agreement.

18. Governing Law; Jurisdiction. This Agreement and the Parties' rights and duties hereunder will be governed by and construed, enforced and performed in accordance with the law of the state of Texas, without giving effect to principles of conflicts of laws that would require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Court shall have exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Court; provided, however, that if and to the extent the Chapter 11 Cases are closed or dismissed or the Court otherwise lacks or declines jurisdiction, the federal or state courts of Texas shall have exclusive jurisdiction over this Agreement. Each of the Parties hereby irrevocably waives trial by jury in any action or proceeding with respect to this Agreement.

19. Rule of Construction. This Agreement has been jointly drafted by the Parties at arm's length and each Party is represented by, and has had ample opportunity to consult with, independent legal counsel. No provision or ambiguity in this Agreement shall be construed against any Party solely by virtue of its participation in the drafting of this Agreement.

20. Captions and Headings. The captions, headings and titles in this Agreement are inserted solely for the Parties' convenience and reference and in no way define or limit the terms or scope of this Agreement, and shall not be used in construing this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

Facsimile signatures shall be treated in all manner and respects as original signatures.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the

date first above written.

Air Transportation Stabilization Board

by: _____
Name: Mark R. Dayton
Title: Executive Director

ATA Holdings Corp.

by: _____
Name:
Title:

Citibank, N.A., as Tranche B Lender

by: _____
Name:
Title:

ATA Airlines, Inc.

by: _____
Name:
Title:

Southwest Airlines Co.

by: _____
Name:
Title:

Ambassador Travel Club, Inc.

by: _____
Name:
Title:

ATA Leisure Corp.

by: _____
Name:
Title:

Amber Travel, Inc.

by: _____
Name:
Title:

American Trans Air Execujet, Inc.

by: _____
Name:
Title:

ATA Cargo, Inc.

by: _____
Name:
Title:

Exhibit 1
Notice Addresses

If to the Debtors:

ATA Airlines, Inc.
7337 West Washington Street
Indianapolis, IN 46231
Attn: John G. Denison
Telephone No.: 317-282-7840
Telecopier No.: 317-282-7211

With a copy to:

Baker & Daniels
300 N. Meridian Street
Suite 2700
Indianapolis, IN 46204
Attn: James M. Carr, Esq.
Telephone No.: 317-237-0300
Telecopier No.: 317-237-1000

If to the ATSB:

Air Transportation Stabilization Board
1120 Vermont Avenue
Suite 970
Washington, D.C. 20005
Attn: Executive Director
Telephone No.: 202-622-3550
Telecopier No.: 202-622-3420

With a copy to:

United States Department of the Treasury
1500 Pennsylvania Avenue, N.W.
Washington, D.C. 20220
Attn: Deputy Assistant Secretary for Government Financial Policy
Telephone No.: 202-622-7073
Telecopier No.: 202-622-0387

With a copy to:

United States Department of Justice
Commercial Litigation Branch
Civil Division
P.O. Box 875

Exhibit 1

Ben Franklin Station
Washington, DC 20044
Attn: Andrea Horowitz Handel, Esq.
Telephone No.: 202-307-0358
Telecopier No.: 202-514-9163

With a copy to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
101 Park Avenue
New York, NY 10178-0061
Attn: Daniel R. Lenihan, Esq.
Steven J. Reisman, Esq.
Telephone No.: 212-696-6000
Telecopier No.: 212-697-1559

If to Southwest Airlines Co.:

Southwest Airlines Co.
P.O. Box 36611, HDQ 6TR
2702 Love Field Drive
Dallas, Texas 75235-1611
Attn: Laura Wright
Telephone No.: 214-792-4459
Telecopier No.: 214-932-1322

With a copy to:

Bell, Boyd & Lloyd LLC
70 W. Madison Street, Suite 3100
Chicago, Illinois 60602
Attn: David F. Heroy, Esq.
Steven A. Domanowski, Esq.
Telephone No.: 312-807-4315
Telecopier No.: 312-827-8010

If to the Tranche B Lender or to the Agent:

Citibank, N.A.
2 Penns Way, Suite 200
New Castle, DE 19720
Attn: Onat Acet – Global Loan Operations
Telephone No.: 312-894-6088
Telecopier No.: 212-994-0849

Exhibit 1

With a copy to:

Citibank, N.A.
388 Greenwich Street
20th Floor
New York, NY 10013
Attn: Barbara Kobelt
Telephone No.: 212-816-1063
Telecopier No.: 212-826-0263

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, NY 10005
Attn: Wilbur F. Foster, Jr., Esq.
Drew Fine, Esq.
Telephone No.: 212-530-5000
Telecopier No.: 212-530-5219

If to the Collateral Agent:

Citibank, N.A.
111 Wall Street 14th Floor/Zone 3
New York, NY 10005
Attn: Edward C. Morrelli
Telephone No.: 212-657-6086
Telecopier No.: 212-657-3862

With a copy to:

Citibank, N.A.
111 Wall Street 14th Floor/Zone 3
New York, NY 10005
Attn: Fernando Moreyra
Telephone No.: 212-657-0955
Telecopier No.: 212-657-3862