



SO ORDERED: December 14, 2005.

A handwritten signature in black ink, reading "Basil H. Lorch III". The signature is written in a cursive style with a horizontal line underneath it.

**Basil H. Lorch III**  
**United States Bankruptcy Judge**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA

In re	)	Chapter 11
	)	
ATA Holdings Corp., et al., <sup>1</sup>	)	
	)	Case No. 04-19866
	)	(Jointly Administered)
	)	
Debtors.	)	

**ORDER APPROVING (A) AMENDED MIDWAY GATE RESTRUCTURING  
TERM SHEET AND SETTLEMENT AGREEMENT TO RESOLVE  
OBJECTIONS THERETO, (B) AMENDED AND RESTATED CODESHARE  
AGREEMENT AND (C) SOUTHWEST AMENDMENTS**

This matter is before the Court on the 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) Amendments to Southwest Bid and Southwest DIP Loan Agreement (the "Motion")<sup>2</sup> filed by ATA Airlines,

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<sup>1</sup> The Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassador Travel Club, Inc. (04-19869), ATA Leisure Corp. (04-19870), Amber Travel, Inc. (04-19871), American Trans Air Execujet, Inc. (04-19872), ATA Cargo, Inc. (04-19873), and C8 Airlines, Inc., f/k/a Chicago Express Airlines, Inc. (04-19874).

<sup>2</sup> Certain capitalized terms not otherwise defined herein shall, wherever used herein, have the meanings ascribed to such terms in the Motion.

Inc. ("ATA") seeking, pursuant to sections 363 and 1146(c) of title 11 of the United States Code (the "Bankruptcy Code"), an order: (i) approving the "Amended Term Sheet" in the form attached hereto as Exhibit 1 (the "Amended Gate Restructuring Term Sheet") and authorizing ATA to take all actions and to execute all documents or instruments contemplated thereby; (ii) approving the Amended Codeshare Agreement Term Sheet and authorizing ATA to take all actions and to execute all documents or instruments contemplated thereby; and (iii) authorizing ATA to execute the Southwest Amendments. Also before the Court are (iv) ATSB's Opposition To Motion For Approval Of Midway Gate Restructuring Agreement and 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 (collectively, the "ATSB Objection"); (v) the proposed Midway Gate Transfer Settlement Agreement, in the form attached hereto as Exhibit 2 (the "Settlement Agreement") to resolve the ATSB Objection; and (vi) the United States' Reservation Of Rights With Respect To Amended Code Share Agreement (the "U.S. Reservation").

Upon the Motion and all proceeding before the Court in connection with the Motion,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bank. P. 7052, made applicable to this proceeding by Fed. R. Bankr. P. 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

D. The statutory basis for the relief sought in the Motion are sections 363 and 1146(c) of the Bankruptcy Code and Bankruptcy Rules 2002(m), 6004 and 9007.

E. As evidenced by the affidavits of service filed with the Court (i) proper, timely, adequate and sufficient notice of the Motion, the hearing to consider the same (the "Approval Hearing") and the Midway Gate Restructuring Transaction<sup>3</sup>, the Amended and Restated Codeshare Agreement, the Southwest Amendments and the other matters set forth in the Motion has been provided in accordance with sections 102(1), 363, and 1146 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, to creditors and interested parties in these Chapter 11 Cases, (ii) such notice was good and sufficient and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the matters set forth therein or the Approval Hearing is required. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including (i) the Core Group, 2002 List and Appearance List (all as defined in the court-approved case management order); and (ii) all entities known to have a Lien, Claim or Interest (all as defined herein) in the Assigned Premises.

F. Approval of the Midway Gate Restructuring Transaction and the Settlement Agreement to resolve the ATSB Objection is in the best interest of ATA's estate and creditors.

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<sup>3</sup> The term Midway Gate Restructuring Transaction has the meaning ascribed in the Motion but with reference to the Amended Gate Restructuring Term Sheet attached hereto as Exhibit 1.

G. ATA has demonstrated good, sufficient, and sound business purposes and justifications for the Midway Gate Restructuring Transaction pursuant to section 363(b) of the Bankruptcy Code.

H. The consideration to be provided for the Assigned Premises reflects the highest and best offer for the Assigned Premises, constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and other applicable law, will provide a greater recovery for ATA's estate than would be provided by any other practical, available alternative and may not be avoided under section 363(n) of the Bankruptcy Code.

I. The City Settlement, which constitutes a component of the Midway Gate Restructuring Transaction, is fair and reasonable and is an integral component of such transaction.

J. The Amended Gate Restructuring Term Sheet reflects certain changes in the language contained in the Midway Gate Restructuring Term Sheet as attached to the Motion. At the Approval Hearing, counsel for ATA described in open court the changes made to obviate an objection to the Motion by the City of Chicago. If and to the extent there is any inconsistency between this order and the Amended Gate Restructuring Term Sheet the provisions of the Amended Gate Restructuring Term Sheet shall control.

K. In December of 2004, ATA assumed the ATA Midway Lease (as defined in the Amended Gate Restructuring Term Sheet). The transfer of the Assigned Premises in accordance with the Amended Gate Restructuring Term Sheet will be a legal, valid, and effective transfer of the Assigned Premises, will vest all transferees with all rights, title, and interests of ATA in, to and under the Assigned Premises free and clear of:

- (i) any Liens (as defined herein), including without limitation, any mortgages, security interests, conditional sales or other title

retention agreements, pledges, liens, claims, judgments, demands, encumbrances (including, without limitation, claims, and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification or termination of ATA's or Southwest's interests in the Assigned Premises or (ii) in respect of taxes, easements, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, the "Interests");

- (ii) debts arising under, relating to, or in connection with any acts of ATA, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this case, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, claims and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of any of ATA's or Southwest's interests in the Assigned Premises, or any similar rights, or (ii) in respect of taxes) (collectively, "Claims"); and
- (iii) all title defects or objections, mortgages, liens, claims, charges, pledges, or other encumbrances of any nature whatsoever, including without limitation licenses, leases, chattel or other mortgages, collateral security arrangements, pledges, title imperfections, defect or objection liens, security interests, conditional and installment sales agreements, easements, encroachments or restrictions, of any kind and other title or interest retention arrangements, reservations or limitations of any nature (collectively, "Liens").

L. Except as expressly provided in the Settlement Agreement, ATA may transfer the Assigned Premises free and clear of all Liens, Claims and Interests because, in each case, sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens, Claims or Interests who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Transfer of the Assigned Premises other than free and clear of Liens, Claims, and Interests would impact adversely on ATA's bankruptcy estate and would be of substantially less benefit to ATA's estate.

M. The Midway Gate Restructuring Transaction was negotiated, proposed and is undertaken by ATA, the City and Southwest at arms-length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code. Southwest and the City are good faith purchasers under section 363(m) of the Bankruptcy Code and, as such, are entitled to all of the protections afforded thereby.

N. The Amended Codeshare Agreement Term Sheet, the Amended and Restated Codeshare Agreement, the Southwest Amendments, and the Settlement Agreement were negotiated, proposed and entered into by the Debtors, Southwest, and the ATSB, as the case may be, at arms-length, without collusion and in good faith.

O. Neither ATA, Southwest, the City nor the ATSB Lenders has engaged in any conduct that would cause or permit the Midway Gate Restructuring Term Sheet, the Settlement Agreement, or any document or instrument contemplated therein, to be avoided under Section 363(n) of the Bankruptcy Code.

P. ATA has demonstrated sound business justification for entry into the Amended and Restated Codeshare Agreement and entry into the Amended and Restated Codeshare Agreement is in the best interests of ATA, its estate and creditors.

Q. Attached hereto as Group Exhibit 3 (consisting of Exhibit 3A “Eight Amendment to Credit Agreement” and Exhibit 3B “Amendment to Southwest Bid Proposal”) are the Southwest Amendments. ATA has demonstrated sound business justification for entry into the Southwest Amendments and entry into the Southwest Amendments is in the best interests of ATA, its estate and creditors. A copy of the Southwest Amendments is attached hereto as Exhibit 3.

R. All parties who did not file and serve an objection to the Motion are forever barred, precluded, and estopped from asserting any objection, response or other challenge to the relief requested in the Motion and from objecting to the Midway Gate Restructuring Transaction, the Amended and Restated Codeshare Agreement, the Settlement Agreement or the Southwest Amendments, or any documents or transactions contemplated thereby.

S. Good and sufficient cause exists to close the Midway Gate Restructuring Transaction immediately upon the entry of this Order without imposing a stay pursuant to Bankruptcy Rule 6004(g).

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT the Motion is hereby GRANTED, any and all objections to the Motion (other than the ATSB Objection which is resolved by the Settlement Agreement) are OVERRULED on the basis and for due reasons articulated by the Court at the Approval Hearing and:

**Approval of the Midway Gate Restructuring Transaction**

1. The Midway Gate Restructuring Transaction is hereby approved in all respects.

2. ATA and the other Reorganizing Debtors are authorized to consummate the Midway Gate Restructuring Transaction and to execute and deliver all documents and instruments and to take all other actions necessary to consummate and implement the Midway Gate Restructuring Transaction.

3. ATA and the other Reorganizing Debtors are empowered to perform under the Amended Gate Restructuring Term Sheet, and any document or instrument contemplated therein necessary to consummate and implement the Midway Gate Restructuring Transaction and to take all further actions as may reasonably be requested by Southwest for the purpose of

assigning, transferring, granting, conveying and reducing to possession, the Assigned Premises, or as may be necessary or appropriate, to the performance of the obligations as contemplated by the Amended Gate Restructuring Term Sheet.

4. Without limiting the generality of the foregoing, ATA and the other Reorganizing Debtors are authorized to pay any sum of money and to execute any settlement agreement, lease amendment, exchange agreement, sublease, assignment or other agreement or document necessary to consummate the Midway Gate Restructuring Transaction. The failure specifically to include or to reference any particular provision of the Amended Gate Restructuring Term Sheet in this Order shall not diminish or impair the effectiveness of such provision.

**Approval of the Settlement Agreement to Resolve the ATSB Objection**

5. The Settlement Agreement is hereby approved in all respects.

6. ATA is hereby authorized and ordered to execute and abide by the Settlement Agreement. Execution by all parties of the Settlement Agreement resolves the ATSB Objection. Attached hereto as Exhibit 2 is a copy of the approved Settlement Agreement.

7. Except as expressly provided in the Settlement Agreement, consideration accruing to the benefit of ATA with respect to the transfer of the Assigned Premises includes the conditional satisfaction of \$20 million of ATA's obligations to Southwest under the Secured Debtor-in-Possession Credit and Security Agreement, dated as of December 22, 2004 (the "Southwest DIP Loan"). Such satisfaction is conditional only if and to the extent Southwest is required to pay up to \$15 million of such consideration to the ATSB Lenders for the account of ATA as provided in the Settlement Agreement. In the event Southwest makes any such payment pursuant to the Settlement Agreement, the outstanding amount of the Southwest DIP Loan shall be increased by the amount of the payment.



### **Transfer of Assigned Premises**

8. ATA is authorized to assign and transfer to all of ATA's rights, title and interests in, to and under (including common law rights) the Assigned Premises as provided in the Amended Gate Restructuring Term Sheet.

9. Effective as of the closing of the Midway Gate Restructuring Transaction, the transfer of the Assigned Premises by ATA to Southwest shall constitute a legal, valid, and effective transfer of the Assigned Premises and shall vest Southwest with all right, title, and interest of ATA in and to the Assigned Premises free and clear of all Liens, Claims, and Interests pursuant to section 363(f) of the Bankruptcy Code, except as is expressly provided in the Settlement Agreement.

10. Southwest is not a successor to the Debtors or to the Debtors' businesses and shall not incur any liability as such successor, nor shall Southwest otherwise be liable for any Liens, Interests or Claims, except as is expressly provided in the Settlement Agreement.

11. The transfer of the Assigned Premises shall be free and clear of Liens, Claims and Interests pursuant to section 363(f) of the Bankruptcy Code, whether known or unknown, including, but not limited to, any of ATA's creditors, vendors, suppliers, employees or lessors and that Southwest shall not be liable in any way (as successor entity or otherwise) for any claims that any of the foregoing or any other third party may have against ATA except as in expressly provided in the Settlement Agreement.

12. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all persons and entities holding Liens, Interests or Claims of any kind and nature with respect to the Assigned Premises, and their successors or assigns are hereby permanently enjoined from asserting, prosecuting or otherwise pursuing or enforcing such Liens, Interests and Claims of any kind and nature, including without limitation, any remedy or claim, cause of action or

encumbrance, against the assignees of the Assigned Premises, their successors or assigns, or the Assigned Premises, except as is expressly provided in the Settlement Agreement.

**Approval of the Amended Codeshare Agreement**

13. The Amended Codeshare Agreement Term Sheet and all transactions and documents contemplated therein are approved in all respects. The Amended and Restated Codeshare Agreement to be executed pursuant to this Order shall be effective pursuant to its terms upon execution. The failure specifically to include or to reference any particular provision of the Amended Codeshare Agreement Term Sheet in this Order shall not diminish or impair the effectiveness of such provision.

14. ATA is authorized and ordered to enter into the Amended and Restated Codeshare Agreement (including a codeshare agreement with material terms and conditions substantially similar to those set forth in the Amended Codeshare Agreement Term Sheet) and to fully perform all of its obligations thereunder.

15. Notwithstanding the foregoing, should any governmental agency, including the U.S. Department of Transportation, having regulatory jurisdiction with respect to the Amended and Restated Codeshare Agreement fail to provide any required regulatory approval nothing contained herein will obviate or be deemed to obviate the requirement to obtain such approval.

**Approval of the Southwest Amendments**

16. The Southwest Amendments and all transactions and documents contemplated therein are approved in all respects.

17. ATA is authorized and ordered to execute and enter into the Southwest Amendments and to fully perform all of its obligations thereunder.

18. As part of the Southwest Amendments, ATA is authorized and ordered to pay to Southwest \$1 million as the Southwest Expense Reimbursement upon the funding of the New DIP Facility (as defined in the First Amended Joint Chapter 11 Plan for Reorganizing Debtors, as filed with the Court on December 12, 2005).

19. The failure specifically to include or to reference any particular provision of the Southwest Amendments in this Order shall not diminish or impair the effectiveness of such provision.

### **Additional Provisions**

20. Upon closing of the Midway Gate Restructuring Transaction, this Order will be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assigned Premises as provided in the Amended Gate Restructuring Term Sheet. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Midway Gate Restructuring Transaction.

21. The consideration provided by Southwest for the Assigned Premises shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

22. The consideration provided by Southwest for the Assigned Premises shall be deemed to be fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

23. Upon the granting of this Order by this Court, with respect to the Midway Gate Restructuring Transaction, and all transactions contemplated thereby, Southwest and the City of Chicago shall be entitled to the protection of section 363(m) of the Bankruptcy Code.

24. Upon closing of the Midway Gate Restructuring Transaction, ATA's creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release Liens on, Interests in or Claims against the Assigned Premises, if any, as may have been recorded or may otherwise exist.

25. Except as is expressly provided in the Settlement Agreement, this Order (a) is and shall be effective as a determination that, upon closing of the Midway Gate Restructuring Transaction, all Liens, Interests and Claims of any kind or nature whatsoever existing as to ATA or the Assigned Premises prior to such date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assigned Premises.

26. If any person or entity which has filed financing statements, mortgages, mechanic's liens, *lis pendens*, registrations or other documents or agreements evidencing Liens, Claims, Interests or encumbrances of any kind or nature in the Assigned Premises shall not have delivered to ATA prior to the closing of the Midway Gate Restructuring Transaction in proper form for filing or registration and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all Liens, Claims or Interests of any kind and nature which such person or entity has with respect to the Assigned Premises or otherwise, then

each of ATA and the assignees of the Assigned Premises are hereby authorized and directed to execute and file or register such statements, instruments, releases, registrations and other documents on behalf of the person or entity with respect to the Assigned Premises. The assignees of the Assigned Premises are hereby authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims and Interests of any kind or nature whatsoever in the Assigned Premises.

27. Pursuant to section 1146(c) of the Bankruptcy Code, the Midway Gate Restructuring Transaction is determined to be under or in contemplation of a plan of reorganization for ATA to be confirmed under section 1129 of the Bankruptcy Code in that the net proceeds of the transfer of the Assigned Premises are essential and required to the chapter 11 plan for ATA, and, therefore, are exempt from any transfer, stamp or similar tax or any so-called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with ATA's transfer of the Assigned Premises.

28. Except as is expressly provided in the Settlement Agreement, all persons holding Liens on, Interests in or Claims against ATA or the Assigned Premises of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Liens, Interests or Claims of any kind or nature whatsoever against Southwest, its property, successors and assigns, affiliates or the Assigned Premises, with respect to any Liens, Interests or Claims of any kind or nature whatsoever such person or entity had, has, or may have against or in ATA, its estate, or the Assigned Premises. Following the closing of the Midway Gate Restructuring Transaction, no holder of a Lien on, Interest in or Claim against ATA or the Assigned Premises shall interfere

with the assignees' title to or use and enjoyment of the Assigned Premises based on or related to such Liens, Interests or Claims.

29. Nothing contained in any chapter 11 plan confirmed in the Chapter 11 Cases or the order of confirmation confirming any such plan shall conflict with or derogate from the provisions of the Midway Gate Restructuring Term Sheet, the Settlement Agreement, or the terms of this Order. In the event of any conflict of terms, the terms of this Order shall control.

30. The Midway Gate Restructuring Transaction, the Amended and Restated Codeshare Agreement, the Southwest Amendments, and the Settlement Agreement are undertaken by the parties in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of this Order and the authorization to consummate the Midway Gate Restructuring Transaction provided herein shall not affect the validity of any transfer pursuant to this Order and any documents executed to consummate the Midway Gate Restructuring Transaction, unless such transfer is duly stayed pending such appeal.

31. The Amended Gate Restructuring Term Sheet, the Amended and Restated Codeshare Agreement, the Southwest Amendments and any related agreements, documents or other instruments, may be modified, amended or supplemented by the parties thereto, in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement is not material.

32. The terms and provisions of the Amended Gate Restructuring Term Sheet, the Amended and Restated Codeshare Agreement, the Southwest Amendments and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their

respective estates, their respective creditors and interest holders, and their respective successors and assigns, including but not limited to any chapter 11 or chapter 7 trustee that may be appointed in the Debtors' cases, Southwest, and its affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting a Lien on, Claim against or Interest in the Assigned Premises to be conveyed to Southwest pursuant to the Midway Gate Restructuring Transaction.

33. The provisions of this Order are non-severable and mutually dependent.

34. Nothing contained in any Order of any type or kind entered in these chapter 11 cases, or any related proceeding, subsequent to entry of this Order, shall conflict with or derogate from the provisions of the terms of this Order.

35. This Court retains exclusive jurisdiction to:

- (a) Interpret, implement and enforce the terms and provisions of this Order, the Settlement Agreement, the Midway Gate Restructuring Transaction, Amended Gate Restructuring Term Sheet, and the Southwest Amendments, including without limitation to make any required finding regarding Collateral Diminution (as defined in the Settlement Agreement), if any, that may be suffered by the ATSB Lenders and with respect to all amendments to any of the above documents or transactions and any waivers and consents thereunder and of each of the agreements executed in contemplation thereof and in connection therewith;
- (b) Compel transfer of the Assigned Premises to Southwest;
- (c) Resolve any and all disputes arising under or related to this Order, the Settlement Agreement, the Midway Gate Restructuring Transaction,

Amended Gate Restructuring Term Sheet, and the Southwest  
Amendments; and

- (e) Adjudicate all issues concerning alleged Liens, Claims and Interests of any kind and nature with respect to the Assigned Premises, including the extent, validity, enforceability, priority and nature of all such alleged Liens, Claims and Interests.

36. Notwithstanding the foregoing, in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

37. Notwithstanding Bankruptcy Rules 6004(g) and 7062, this Order shall be effective and enforceable immediately upon entry. The Court expressly finds that there is no reason for delay in the implementation of this Order.

38. If the Midway Gate Restructuring Transaction has not been consummated on or before December 31, 2005, then (i) the Settlement Agreement shall be null and void and no “Party” (as defined in the Settlement Agreement) shall have any obligations to any other Party arising out of the Settlement Agreement (except as specifically provided therein), and (ii) the Midway Gate Restructuring shall not be consummated and the Debtors shall not otherwise transfer any interest in the ATA Midway Lease, without further order of the Court. This Order constitutes the Approval Order (as defined in the Settlement Agreement).

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Requested by:

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Distribution:

Core Group  
2002 List  
Appearance List