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**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re: ATA Holdings Corp., et al.	)	Case No. 04-19866
	)	Jointly Administered
Debtors.	)	
	)	

**LIMITED OBJECTION OF GE ENGINE SERVICES, INC. AND GENERAL  
ELECTRIC COMPANY THROUGH ITS GE AIRCRAFT ENGINES BUSINESS UNIT  
TO DEBTOR'S EMERGENCY MOTION FOR ORDER AUTHORIZING DEBTORS TO  
PROVIDE CERTAIN LEASES AND OTHER MATERIAL CONTRACTS CONTAINING  
SENSITIVE INFORMATION TO INTERESTED PARTIES SUBJECT TO  
CONFIDENTIALITY AND USE PROTECTIONS**

General Electric Company through its GE Transportation f/k/a GE Aircraft Engines Business Unit ("GE Aircraft") and GE Engine Services Inc. ("GE Engine"), by and through the undersigned counsel, hereby file this limited objection to the Debtors' *Emergency Motion for Order Authorizing Debtors to Provide Certain Leases and Other Material Contracts Containing Sensitive Information to Interested Parties Subject to Confidentiality and Use Protections*, (the "Disclosure Motion") and states as follows:

**Procedural History**

1. On October 26, 2004 (the "Petition Date"), the Debtors filed voluntary petitions thereby initiating the above-referenced cases under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

2. On or about November 2, 2004, the Debtors filed their *Motion for Order Pursuant to 11 U.S.C. § 105(a), 363, 365 and 1146(c) and Fed. R. Bankr. P. 2002, 6004, and 6006, Approving the AirTran Transaction or, if Applicable, One or More Alternative Transactions* (the "Transaction Motion"). Contemporaneously with the filing of the Transaction Motion, the

Debtors filed a separate motion to establish bid procedures relating to the AirTran Transaction (the “Transaction Procedures Motion”).

3. Subsequently, on November 19, 2004, the Debtors filed the Disclosure Motion seeking entry of an order authorizing the Debtors to provide Sensitive Information<sup>1</sup> to Interested Parties who would be bound to maintain the confidentiality of such Sensitive Information under the restrictions set forth in a form of Confidentiality Agreement (the form of which is to be substantially similar to that attached as Exhibit 2 to the Bid Procedures).

#### **Facts Relevant to this Objection**

4. GE Engine is party to a Maintenance Cost Per Hour (“MCPH”) Engine Service Agreement with American Trans Air, Inc. dated September of 2000, with a term running through at least April 30, 2011 (the “ATA Agreement”). Pursuant to the ATA Agreement, GE Engine provides the Debtors with certain repair, overhaul and servicing of CFM56-7 series aircraft engines and engine modules, assemblies, subassemblies, controls and accessories, and parts thereof. The ATA Agreement covers all of the Debtors’ 737-800 aircraft powered by CFM56-7B27B1 Engines.

5. GE Aircraft is party to an Engine Care Maintenance Plan (“ECMP”) Agreement with Chicago Express Airlines, Inc. dated January of 2000, with a term running through February of 2005 (the “Chicago Express Agreement”). Pursuant to the Chicago Express Agreement, GE Aircraft provides the Debtors with certain repair, overhaul and servicing of CT7-9B engines. The Chicago Express Agreement covers the Debtors’ Saab 340B aircraft powered by CT7 series engines.

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<sup>1</sup> Capitalized terms not otherwise specifically defined herein shall have the meanings ascribed to them in the Disclosure Motion.

6. Each page of the ATA Agreement and the Chicago Express Agreement (sometimes collectively referred to as the “GE Service Agreements”) have been marked and designated as “GE Proprietary Information.” Thus, the GE Service Agreements both constitute Sensitive Information and potentially a Material Contract, within the meaning of the Disclosure Motion. The disclosure of the GE Service Agreements to other customers, potential customers or to business competitors of GE Aircraft or GE Engine could have a significant and deleterious impact on the business of GE Aircraft and/or GE Engine.

7. The Debtor has proposed in the Disclosure Motion to make the Sensitive Information (including potentially the GE Service Agreements) available to Interested Parties, including the Committee’s Advisors, counsel for the ATSB Lenders, Qualified Bidders and other parties in interest who have a legitimate need for such information.

8. GE Aircraft and GE Engine object to the relief requested in the Disclosure Motion because the designation of “Interested Parties” is too broad, in that it extends to Qualified Bidders and to “other parties who have a legitimate need for such information” thereby granting the Debtors wide latitude in determining who should receive the Sensitive Information, including other customers, potential customers and business competitors of GE Aircraft or GE Engine without requiring any further consultation or notice to GE Aircraft and/or GE Engine.

9. GE Aircraft and GE Engine understand the concerns raised by the Debtors in the Disclosure Motion and are willing to consent to disclosure of the confidential and proprietary information contained within the GE Service Agreements, under the terms outlined in the Disclosure Motion, to the Committee Advisors and to counsel for the ATSB Lenders (with the clear understanding that the terms of the GE Service Agreements may not be disclosed to

members of the Committee or the ATSB Lenders -- some of which are or may become business competitors of GE Aircraft and/or GE Engine).

10. The disclosure of the Sensitive Information to any “Qualified Bidder” will necessarily include disclosure to other airlines who are existing or potential customers or clients of GE Aircraft and/or GE Engine and who may have negotiated their own service agreements with GE, under terms that may be different than those terms provided in the ATA Agreement or the Chicago Express Agreement. Notwithstanding the foregoing, there will likely be instances in which GE Aircraft and/or GE Engine would be willing to consent to the disclosure of the GE Service Agreements to Qualified Bidders.

11. Additionally, as stated above, the inclusion in the definition of Interested Parties of the catchall phrase “other parties who have a legitimate need for such information” gives the Debtors wide latitude in determining who should receive the GE Service Agreements, without requiring any further consultation or notice to GE Aircraft and/or GE Engine. The broad catchall phrase and failure to define “legitimate need” could enable a competitor of GE to obtain copies of the GE Service Agreements.

12. GE Aircraft and GE Engine would instead propose that with regard to the proposed disclosure of the GE Service Agreements to either Qualified Bidders or to “other parties who have a legitimate need for such information,” that the Debtors be required to provide written notice of any such proposed disclosure to GE Aircraft and/or GE Engine and their counsel, and allow GE Aircraft and/or GE Engine three (3) business days to either consent or object to such disclosure. If GE Aircraft and/or GE Engine failed to respond to such written notice within three (3) business days, the Debtors would be permitted to disclose the GE Service Agreements in accordance with the terms outlined in the Disclosure Motion. In the event of an

objection, GE Aircraft and GE Engine would consent to the resolution of any objection by telephonic conference call with the Court.

WHEREFORE, General Electric Company through its GE Aircraft Engines Business Unit and GE Engine Services Inc., file its limited objection to the Debtors' Emergency Motion for Order Authorizing Debtors to Provide Certain Leases and Other Material Contracts Containing Sensitive Information to Interested Parties Subject to Confidentiality and Use Protections, and respectfully requests that the Court partially deny the relief requested by the Debtors as more particularly set forth above.

Respectfully submitted this 23<sup>rd</sup> day of November, 2004.

/s/ Alan K. Mills

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