



SO ORDERED: November 24, 2004.

A handwritten signature in black ink, reading "Basil H. Lorch III". The signature is written over a horizontal line.

Basil H. Lorch III
United States Bankruptcy Judge

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

| | | |
|--|---|------------------------|
| In re: |) | Chapter 11 |
| |) | |
| ATA Holdings Corp., et al., ¹ |) | Case No. 04-19866 |
| |) | (Jointly Administered) |
| Debtors. |) | |

ORDER

This matter came before the Court on the 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 "Motion"). The Court has considered the Motion and other pleadings in these Chapter 11 cases, and being otherwise duly advised, hereby enters the following Order.

IT IS HEREBY ORDERED:

¹ The Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassadors 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 Chicago Express Airlines, Inc. (04-19874).

1. That the Motion is granted except as qualified herein.

2. Subject to the conditions below, Debtors are hereby authorized to provide Sensitive Information² (including copies of Leases and Material Contracts) to Interested Parties (restricted as to the definition in the Motion to professionals for AirTran, the professionals for the Committee (not individual members of the Committee except that the Sensitive Information may be provided by the professionals for the Committee to the Co-Chairs of the Committee (the Co-Chairs and the professionals to the Committee being referred to hereafter as the "Committee Parties")) Curtis, Mallet-Prevost, Colt & Mosle LLP and the United States Department of Justice, counsel for the ATSB ("ATSB Counsel"), Lazard Freres & Co., LLC ("Lazard") as financial advisor to the ATSB Lenders ("ATSB Advisors" and together with the ATSB Counsel and the ATSB, the "ATSB Parties") and the ATSB Parties cannot provide it to the individual ATSB Lenders unless that ATSB Lender, with the exception of the ATSB, has entered into a separate confidentiality agreement with the counterparty to the Lease or Contract(determined in the sole discretion of the counterparty), and the professionals employed by a Prospective Bidder that the Debtors determine to be a likely Qualified Bidder) for the purposes and under the circumstances described in the Motion, so long as Debtors cause such entity requesting the Sensitive Information to become contractually bound to treat all such disclosed Sensitive Information as confidential and subject to restrictions on use and disclosure by executing a confidentiality agreement ("Confidentiality Agreement") substantially in the form attached to this Order. Sensitive Information may only be provided (i) for the purposes and under the circumstances described in the Motion and (ii) as it applies to AirTran and Prospective Bidders, only to the extent Sensitive Information is necessary in order for AirTran or such Prospective

² Capitalized terms not defined herein have the meaning ascribed to them in the Motion.

Bidder to submit a bid. However the Committee Parties and the ATSB Parties shall be bound by the purposes and circumstances described in the Motion pursuant to this Order without the execution of a separate Confidentiality Agreement. Without limiting the foregoing, Sensitive Information shall include information that any or all of the Debtors are obligated to keep confidential for the protection and benefit of the counterparties to any Lease or Material Contract. Each counterparty to any Lease or Material Contract which is provided to an Interested Party or with regard to other Sensitive Information the beneficiaries of an obligation of the Debtors to keep information confidential shall, and hereby are, deemed to be third party beneficiaries of the Confidentiality Agreement.

3. For so long as such Sensitive Information (including copies of Leases, Material Contracts, and documents and information related thereto) are provided to Interested Parties, as restricted herein, pursuant to this Order and the conditions herein, any such disclosure of any such Sensitive Information shall not be deemed to be an event of default or a basis of default under any Lease, Material Contract or other related contract or arrangement.

4. The Debtors shall provide to each counterparty to a Lease or Material Contract a list of the Interested Parties provided with Sensitive Information related to that counterparty's Lease or Material Contract, within one business day of providing such interested party with access to the counterparty's Lease or Material Contract.

5. Any Interested Party who wishes to file with the Court a copy of any of the Leases or Material Contracts shall do so under seal pursuant to S.D. Ind. L.R. 5.3(c) and pursuant to the terms of the Confidentiality Agreement.

6. Any counterparty to a Lease or Material Contract may, without further order of the court or notice to parties in interest, take any action available to them under the

applicable Leases, Material Contracts, and the Confidentiality Agreement, at law, or in equity to preserve the confidentiality of the applicable Sensitive Information; provided, however, that any such counterparty who wishes to obtain further protections with respect to the disclosure of proprietary or other such Sensitive Information contained in such Leases or Material Contracts may seek such relief from the Court on an emergency basis; however, no such relief will affect or restrict any disclosure made by Debtors pursuant to this Order prior to the entry of such relief or the authorization or any of the protections of this Order with respect to such disclosure.

7. Contracts and related documents between the Debtor and Goodrich Corporation shall be provided to professionals for Qualified Bidders and Notice Parties on an as needed basis in the redacted form provided by Goodrich. To the extent necessary, Goodrich will provide the Debtor with information regarding the range of cure costs or rejection damages which may be applicable to any of its contracts which would then be provided to such Qualified Bidder and Notice Parties pursuant to a confidentiality agreement between Goodrich, the Debtor and any Qualified Bidder.

8. Contracts and related documents between the Debtors and GE Transportation f/k/a GE Aircraft Engines Business Unit ("GE Aircraft") and GE Engine Services Inc. ("GE Engine") may not be disclosed by Debtors to a Qualified Bidder unless email notice of Debtors' intent has been provided to GE Aircraft and GE Engine and to counsel for GE Aircraft and GE Engine seeking consent to such disclosure and GE Aircraft, GE Engine, or counsel has either consented or twenty-four hours have elapsed since the time of delivery of the email. If no such consent is received, this Court will hear issues regarding the withholding of such consent on an emergency basis by telephonic hearing.

9. All parties impacted by this Order shall be deemed to be beneficiaries of this Order and shall have standing in this Court to enforce this Order.

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Requested by:

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Distribution:

Debtors' Counsel
Core Group
2002 List
Appearance List

Enterprise Systems Incorporated
11487 Sunset Hills Road
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CERTIFICATE OF SERVICE

District/off: 0756-1
Case: 04-19866

User: tomi
Form ID: pdfOrder

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Total Served: 1

Date Rcvd: Nov 29, 2004

The following entities were served by first class mail on Dec 01, 2004.
aty +Melissa M. Hinds, Baker & Daniels, 300 N Meridian St Ste 2700, Indianapolis, IN 46204-1782

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

First Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 01, 2004

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.