



SO ORDERED: December 07, 2004.

A handwritten signature in black ink, reading "Basil H. Lorch III".

**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., <sup>1</sup>	)	Case No. 04-19866
	)	(Jointly Administered)
Debtors.	)	

**AMENDED ORDER ON ACCESS TO SENSITIVE INFORMATION**  
**AS ORDERED AT THE NOVEMBER 30, 2004 HEARING**

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:

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<sup>1</sup> 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 Information<sup>2</sup> (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

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<sup>2</sup> 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; provided however, that the Committee Parties and the ATSB Parties shall be required to comply with the use, notice, filing and remedy provisions contained in the Confidentiality Agreement; and further provided, that Sensitive Information provided to John Hancock Funds in its capacity as Co-Chair of the Committee shall not be shared with any of John Hancock Fund's subsidiaries or affiliates who are competitors of BCC Equipment Leasing Corporation. 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

Date

Company

Re: Confidentiality agreement (the "Agreement") executed pursuant the Order approving 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 "Confidentiality Motion") addressing issues related to Contracts and Leases that may be implicated in a Transaction

Dear \_\_\_\_\_:

In this Agreement, the words "you", "your" and "\_\_\_\_\_" refer to \_\_\_\_\_. In connection with your consideration of a possible transaction (the "Transaction") with one or more of ATA Holdings Corp., and/or its subsidiaries (collectively and individually, the "Company") that are debtors in the Chapter 11 Cases, the Company is prepared to make available to you certain "Material Contracts" and "Leases" (collectively referred to hereafter as "Sensitive Material") as the same are defined in the Confidentiality Motion. This Agreement is in addition to and supplements any prior or extant confidentiality agreements executed by you and the Company.

The term "Representative(s)" as applied to you means the respective members, directors, officers, employees, agents or advisors including, without limitation, attorneys, accountants, consultants, bankers and financial advisors and other representatives or advisors who have a need to receive the Sensitive Material, including, without limitation, not only written information, but any information transferred orally, visually, electronically, or by any other means concerning the Sensitive Material. Subject to the "Exceptions" set forth below and as a condition to providing any Sensitive Material you agree to treat all Sensitive Material in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth for a period of three years from the date of this Agreement (the "Confidentiality Period").

The terms of this Agreement do not extend to any document or information (collectively, "Information") which (a) is or becomes generally available to the public other than as a result of a disclosure of such Information by you or your Representative(s) in violation of this Agreement, (b) was rightfully in your possession prior to receipt from the Company, as evidenced by written record and other than through prior disclosure by the Company, (c) becomes available to you on a non-confidential basis from a source other than the Company or its Representative(s), provided that such source is not known by you to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company with respect to such Information.

During the Confidentiality Period and subject to the Exceptions set forth below, you agree that you and your Representative(s) shall use the Sensitive Material received from the Company solely for the purpose of evaluating a potential Transaction proposed or to be proposed pursuant to the Bid Procedures, that the Sensitive Material received by you will be kept confidential and that you will not disclose any of the Sensitive Material in any manner whatsoever; provided however, that (a) you may make any disclosure of Sensitive Material as to which the counterparty to such Material Contract or Lease ("Counterparty") gives its prior written consent; (b) any of such Sensitive Material may be disclosed to your Representative(s) who need such Sensitive Material for the purpose of evaluating a possible Transaction and who shall, prior to receiving the Sensitive Material, provide to the Company written confirmation of its agreement to maintain the confidentiality of the Sensitive Material as required by the terms of this Agreement (which written confirmation shall be provided to Counterparties upon written request); (c) you may make any disclosure of such Sensitive Material to any other party or person that has a contractual obligation to the Company to keep all of such Sensitive Material confidential and such disclosure does not violate such contractual obligation (and to the Representative(s) of any such party or person if covered by such contractual obligation); and (d) you may make any disclosure of Sensitive Material, if required by law, to any regulatory agency or court that has jurisdiction over you, (provided that, if so required to disclose any Sensitive Material to any such regulatory agency, you must disclose only the part of the Sensitive Material as you may reasonably determine in good faith is required by law to be disclosed by you, and provided further that you first notify the Company and the Counterparty in writing as soon as reasonably possible prior to disclosure so that the Company and or the Counterparty to the specific Material Contract or Lease has a reasonable opportunity to secure confidential protection of such Sensitive Material.

Without limiting the generality of the foregoing, you shall not, nor shall you permit your Representative(s) to, without prior written consent, file with the Court or any other court or governmental agency any motion, pleading or other document that discloses or refers to any Sensitive Material, except as contemplated by clause (d) of the immediately preceding sentence or in the Exceptions set forth below. You shall advise your Representative(s) that receive Sensitive Material pursuant to this Agreement of the terms of this Agreement and of such Representative's obligations concerning the confidentiality of all such Sensitive Material hereunder and the proper use thereof, and you shall be responsible for any actions by your Representative(s) that are inconsistent with the terms hereof. In any event, you shall be responsible for any breach of this Agreement by your Representative(s) and you agree, at your sole expense to take all reasonable measures to restrain your respective Representative(s) from prohibited or unauthorized disclosure or use of the Sensitive Material.

If Sensitive Material is to be filed with the Court, whether in a pleading or memoranda or otherwise, it shall be filed in a sealed envelope marked with the case name and number and the title of the paper which contains the Sensitive Material. The party submitting the filing shall file any necessary motion and take all other appropriate steps necessary to ensure that any Sensitive Material filed with the Court remains sealed and is not made public. If the Court thereafter disallows the filing under seal, the Company shall have three business days to obtain an order from a court of competent jurisdiction that such information may be filed under seal. Nothing contained herein shall preclude (a) you from exercising any rights you may have to seek to obtain through compulsory legal process information of the type received by you hereunder or (b)

the Company from asserting any rights they may have to (i) require any matter raised by any such legal process to be resolved by the Court, (ii) seek to have any information required to be disclosed pursuant to any such legal process to be subject to confidentiality restrictions, or (iii) otherwise oppose any such action by you. The provisions of this paragraph are referred to herein as the "Exceptions."

In the event that you or your Representative(s) is requested or required to disclose any of the Sensitive Material in response to questions, interrogatories, requests for information or documents in legal proceedings, or a subpoena, civil investigative demand or other similar process, you shall provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, you nonetheless are legally compelled to disclose Sensitive Material in or to any tribunal, you may, without liability hereunder, disclose in or to such tribunal that portion of the Sensitive Material which is legally required to be disclosed. Nothing contained herein shall limit (a) any rights you or the Company may have under the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the local rules of the Court or under other applicable law to (i) seek to obtain information from the other party or (ii) contest the status of any information as Sensitive Material, in the Court or any courts in which appeals or other applications for review of orders or judgments of the Court may be made or, subsequent to the closing of the Chapter 11 Cases and in the absence of any provision in a confirmed plan of reorganization or an order of the Court retaining jurisdiction for the purposes of applying and enforcing this Agreement, in any other court of competent jurisdiction or (b) a right to oppose any such action. Nothing contained herein shall preclude (a) you or the Company from exercising any rights you or the Company may have to obtain information through legal process or (b) from asserting any rights you or the Company may have to (i) require any matter raised by any such legal process to be resolved by the Court, (ii) seek to have any information required to be disclosed pursuant to any such legal process to be subject to confidentiality restrictions, or (iii) otherwise oppose any such action .

You hereby acknowledge that you are aware and will advise your Representative(s) that United States securities laws may prohibit any person who has material, non-public information concerning this evaluation from purchasing or selling securities of a company which may be a party to a transaction of the type contemplated by this Agreement or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

If you decide that you do not wish to proceed with a proposed Transaction, you shall promptly inform the Company. In that case, or at any time upon the written request of the Company for any reason, you and your Representative(s) will destroy all documents (and all copies thereof) furnished pursuant hereto, and destroy any extracts, documents, memoranda, notes, compilations or other writings based on or which contain any part of the Sensitive Material. In the event of such a decision or request, all other Sensitive Material shall be destroyed, the limited right to use the Sensitive Material shall cease, and no copy thereof shall be retained. Notwithstanding the destruction of the Sensitive Material, you and your Representative(s) will continue to be bound by the obligations of confidentiality, non-use and other obligations hereunder.

You understand and acknowledge that neither the Company nor its Representative(s) make any representation or warranty, express or implied, as to the accuracy or completeness of the Sensitive Material provided by it to you except to the extent any such representations and warranties are written. Only those representations or warranties that are made in a final definitive agreement regarding any Transaction contemplated thereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect with respect to any such Transaction.

It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by either party or any of its Representative(s) and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Specifically, the non-breaching party shall be entitled to a temporary restraining order, or a preliminary or final injunction without the necessity of posting any bond or undertaking in connection therewith to restrain the breaching party from such violations or threatened violations. Such remedies shall not be deemed to be the exclusive remedies for a breach by a party of this Agreement but shall be in addition to all other remedies available at law or equity to the other party. You agree that you are subject to the jurisdiction and venue of the Court presiding over the Chapter 11 Cases for purposes of enforcing obligations and resolving any disputes under this Agreement. This Agreement is executed pursuant to the Bid Procedures and is governed, to the extent applicable, thereby.

If the Company has reasonable grounds to believe that you have used the Sensitive Material for unauthorized purposes or has disclosed such information to unauthorized persons, the Company has the right to demand the immediate return of all Sensitive Material, including all copies thereof, and require their return within five (5) calendar days of such demand.

You agree to indemnify and hold harmless the Company from and against any action, claim, or proceeding and any costs, expenses, or other liabilities arising therefrom (including, without limitation, reasonable attorneys' fees and expenses), as and when incurred, as result of the unauthorized disclosure by you or any of your Representatives of the Sensitive Material.

The Counterparties to the Material Contracts and Leases are beneficiaries of the obligation of Debtors to keep information confidential and are hereby third party beneficiaries of this Agreement and may 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.

This Agreement is not assignable by either party to any person or entity, including by operation of law, without the prior written consent of the other party, and any assignment without such written consent shall be null and void; *provided, however*, that the obligations under this Agreement shall be binding on the respective successors and assigns of the parties. This Agreement may be not be modified nor any provision herein waived except by a separate writing signed by each of the parties expressly so modifying this Agreement or waiving a provision.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Company. This Agreement may be executed in counterparts and each of the parties will be deemed to have fully executed this Agreement when the party faxes a signed copy to the other party.

Very truly yours,

ATA HOLDINGS CORP. (for itself and its subsidiaries)

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Accepted and agreed on this \_\_\_\_ day of \_\_\_\_\_, 2004:

\_\_\_\_\_  
By: