

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

IN RE:)	Chapter 11
)	
ATA HOLDINGS CORP., <i>et al.</i> ,)	Case No. 04-19866
)	(Jointly Administered)
)	
Debtors.)	
_____)	

**OBJECTION TO MOTION OF GOODRICH CORPORATION
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

COMES NOW The Official Committee of Unsecured Creditors (“Committee”) of ATA Holding Corp, *et al.*, (“Debtors”) by and through counsel and respectfully files this Objection (“Objection”) to the Motion of Goodrich Corporation for Allowance and Payment of Administrative Expense Claim (“Goodrich Motion”). In support of its Objection, the Committee states as follows:

BACKGROUND

On April 1, 2005, Goodrich Corporation (“Goodrich”) filed the Goodrich Motion seeking an allowance of administrative expense under 11 U.S.C. § 503 in the amount of \$2,242,830.00, plus attorney’s fees and costs, against the Debtors. Accompanying the Goodrich Motion was a Notice of the Filing of the Goodrich Corporation Motion which established Tuesday, April 26, 2005, as the deadline for objecting to the Goodrich Motion.

The undersigned counsel for the Committee has been in consultation with counsel of the Debtors and has been informed that they are attempting to reach a consensual resolution of Goodrich Motion and, that Goodrich and the Debtors have agreed to a continuation of the

hearing date on the Goodrich Motion and the deadline for filing objections to the Goodrich Motion. This agreed continuance has not yet been filed.

LEGAL ARGUMENT

In light of the probable continuance of the hearing on the Goodrich Motion, the Committee files this Objection, in order to protect and preserve its rights to object to the Goodrich Motion if, the Debtors and Goodrich are unable to reach a resolution of the Goodrich Motion. The Committee specifically reserves the right to amend and supplement this Objection, should such a pleading become necessary.

The basis of the Committee's Objection to the Goodrich Motion are:

1. Goodrich has failed to meet its burden of proof, under applicable law to demonstrate that it is entitled to an award of an administrative expense claim under 11 U.S.C. §§ 503(b)(1)(A) and 507(a)(1); and
2. The Goodrich Motion, constitutes an improper attempt by Goodrich to require the Debtors to assume the Wheel and Brake Service Purchase Agreement dated as of June 23, 2000 ("Agreement") under 11 U.S.C. § 365 without complying with the requirements of 11 U.S.C. § 365(d)(2) which governs the shortening of the time for the Debtors to assume or reject the Agreement.

CONCLUSION

WHEREFORE, for the reasons set forth above, the Committee respectfully requests that this Court overrule the Goodrich Motion and provide such additional and further relief as is appropriate under the circumstances.

Respectfully submitted,

/s/ John W. Ames

John W. Ames

C.R. Bowles, Jr.

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Unsecured Creditors Committee

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this 26th day of April, 2005, by electronic mail, facsimile or U.S. Mail on the Core Group, 2002 List and Appearance List.

/s/ J.W. Ames

John W. Ames