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

In re:

ATA HOLDINGS CORP., et al.,

Debtors

Chapter 11

Case No. 04-19866

(Jointly Administered)

**GALILEO INTERNATIONAL, L.L.C.'s OBJECTION
TO CURE NOTICE, AND RESERVATION OF RIGHTS**

Galileo International Airlines, L.L.C. ("Galileo"), by and through its undersigned co-counsel, Pitney Hardin LLP and KC Cohen, Lawyer, PC, hereby objects to the "Notice Regarding Maximum Cure Amounts", dated November 29, 2004 (the "Cure Notice"), and respectfully represents as follows:

Galileo's Contract with Debtor, ATA Airlines, Inc. ("ATA")

1. Galileo and ATA are parties to that certain “Galileo International Global Airline Distribution Agreement”, dated April 26, 1994, as amended from time to time (the “GIGADA”).

2. The GIGADA appears to be referenced in the Cure Notice twice, under ATA’s Internal ID 227 and 228.

3. As of December 7, 2004, ATA was current in its payments to Galileo under the GIGADA.

Objections

4. The Cure Notice seeks to fix the Maximum Cure Amount that can be asserted by each Counterparty¹ *prior to* any actual assumption and/or assignment of the Contracts. This requirement violates 11 U.S.C. § 365(b)(1), which provides, in relevant part and substance, that all defaults must be cured, and adequate assurance of future performance must be provided, *at the time of assumption*.

5. The Cure Notice provides further that, “[a]bsent a timely Objection, the Counterparty shall be forever barred from asserting any other cure claims against the Debtors and any Successful Purchaser ...as to the Contract(s), and will be bound by an amount not to exceed the cure amount set forth in this Cure Notice, and such non-objection shall be deemed consent to any assumption and/or assignment of the Contract(s) pursuant to the Definitive Agreement or any Alternative Transaction.”.

6. While the cure amount under the GIGADA is currently \$0.00, there is no guarantee that at the time of an actual assumption/assignment, which is when (all) defaults must be cured as a matter of law, the cure will still be \$0.00.

¹ Unless otherwise noted, capitalized terms shall have them meanings ascribed to them in the Cure Notice (or, by incorporation, in the Bid Procedures).

7. To the extent Galileo (and any other Counterparties) is bound by a Maximum Cure Amount less than the full amount necessary to cure all defaults, at the time of any actual assumption/assignment, as required by 11 U.S.C. § 365(b)(1), Galileo will be prejudiced.

8. For the same reasons set forth above, it is premature and inappropriate to require Galileo (and any other Counterparties) to interpose objections to adequate assurance of future performance prior to any actual assumption and/or assignment; any such objection(s) will depend, in large part, upon: (a) whether the GIGADA is proposed to be assigned following assumption and, if so, the identity of the proposed assignee; and (b) if ATA intends to assume, but not assign, the GIGADA, ATA's prospects for a successful reorganization at the time of the proposed assumption.


Reservation of Rights

9. Based upon the foregoing, Galileo objects to the Cure Notice and reserves its right to assert any all objections to assumption and/or assignment of the GIGADA², including objections based upon cure amounts to be paid and the provision of adequate assurance of future performance, as set forth in 11 U.S.C. § 365(b)(1), until any actual assignment and/or assumption of the GIGADA is proposed.

PITNEY HARDIN LLP
Co-Counsel for Galileo International

KC Cohen, Lawyer, PC
Local Co-Counsel for Galileo International

By:



KC COHEN

Dated: December 8, 2004, Indianapolis, Indiana

² Galileo also hereby reserves the right to object to the assumption and/or assignment of any other executory contracts or unexpired leases to which Galileo is a party with any of the Debtors until such time as any such assumption/assignment is proposed.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was filed electronically using the Court's electronic filing system. A copy will be sent to the following parties by operation of the system. Parties may access the filing using the system.

Terry E. Hall Terry.Hall@bakerd.com

A handwritten signature in black ink, appearing to be 'KC Cohen', written above a horizontal line.

KC Cohen