

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:)
)
ATA HOLDINGS CORP., et al.,) Cause No.: 04-19866-BHL-11
) (Jointly Administered)
Debtors.)
)
_____)

**OBJECTION OF (1) GLOBEGROUND NORTH AMERICA LLC D/B/A
SERVISAIR/GLOBEGROUND, (2) SERVISAIR, USA, INC. D/B/A
SERVISAIR/GLOBEGROUND, (3) SERVISAIR & SHELL FUEL SERVICES LLC
AND (4) SNOWLIFT LLC D/B/A SERVISAIR SNOWLIFT TO CURE AMOUNTS SET
FORTH IN DEBTORS' NOTICE REGARDING MAXIMUM CURE AMOUNTS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

GlobeGround North America LLC d/b/a Servisair/GlobeGround
("GlobeGround"), Servisair, USA, Inc. d/b/a Servisair/GlobeGround ("Servisair"), Servisair &
Shell Fuel Services LLC ("S&S Fuel Services") and Snowlift LLC d/b/a Servisair Snowlift
("Snowlift"), collectively with GlobeGround, Servisair and S&S Fuel Services, the
"GlobeGround Companies") by and through its co-counsel Kronish Lieb Weiner & Hellman
LLP and William J. Tucker & Associates, LLC, hereby files this objection (the "Objection") to
the cure amount set forth in the *Notice Regarding Maximum Cure Amounts* (the "Maximum Cure
Notice"). In support of their Objection, the GlobeGround Companies respectfully represent the
following:

BACKGROUND

1. The GlobeGround Companies provide ground handling, into-plane fueling,
deicing and snow removal services to ATA Holdings Corp. and certain of its affiliates, as debtors
and debtors in possession (collectively, the "Debtors") at various airports pursuant to numerous
service agreements.

2. On October 26, 2004 (the “Commencement Date”), each of the Debtors filed its respective voluntary petition for relief under Chapter 11 of Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

3. On November 2, 2004, the Debtors filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the “Court”), a motion (the “Transaction Procedures Motion”) for entry of an order approving (a) bid procedures (the “Bid Procedures”) to use in connection with proposals that may be made for one or more asset transfer transactions (each, a “Transaction”) with regard to the assets, operations or businesses of the Debtors (the “Assets”) including transfers that may be implemented through a chapter 11 plan, (b) a break-up fee and expense reimbursement that may be payable, subject to certain conditions, limits and restrictions, to AirTran Airways, Inc. (“AirTran”) and (c) forms of notice of the establishment of the Bid Procedures, a potential auction (the “Auction”) and the Transaction Hearing.

4. On November 19, 2004, the Court entered the *Order (A) Establishing Procedures For Approval Of One Or More Transactions, (B) Approving And Authorizing A Break-Up Fee, And (C) Approving A Form Of Notice Which Established The Bid Procedures* (the “Transaction Procedures Order”). The Transaction Procedures Order establishes, among other things, procedures and deadlines for the submission and consideration of offers competing with the AirTran Transaction for some or all of the Assets.

5. On November 29, 2004, the Debtors filed the Maximum Cure Notice, pursuant to which the Debtors notified the GlobeGround Companies of the maximum amount required to

effect a cure (the “Maximum Cure Amount”) with respect to any and all defaults under its contracts with the GlobeGround Companies.

6. Pursuant to the Maximum Cure Notice, objections to the proposed Maximum Cure Amount must be received no later than December 10, 2004.

THE CURE AMOUNTS LISTED FOR THE GLOBEGROUND COMPANIES ARE INCORRECT

7. Pursuant to § 365(a) of the Bankruptcy Code, a debtor, subject to the court’s approval, may assume any executory contract or unexpired lease of the debtor. 11 U.S.C. § 365(a). However, pursuant to § 365(b)(1) of the Bankruptcy Code, to assume an executory contract, a debtor must cure or provide adequate assurance that it will promptly cure such default, including compensation for any pecuniary loss resulting from such default. 11 U.S.C. § 365(b)(1).

8. The GlobeGround Companies object to the Debtors’ proposed Maximum Cure Amount, on the grounds that the Debtors have incorrectly calculated the cure amount necessary to cure all defaults, compensate the GlobeGround Companies for any actual pecuniary loss resulting from such defaults, and have failed to provide the GlobeGround Companies assurance of future performance under any contract.

9. THE GLOBEGROUND COMPANIES RESERVE THE RIGHT TO AMEND THE AMOUNTS SET FORTH IN THIS OBJECTION AS THE GLOBEGROUND COMPANIES ARE STILL COMPLETING THEIR NOVEMBER 2004 BILLING AND CONTINUE TO PROVIDE SERVICES TO THE DEBTORS AND THUS, THE GLOBEGROUND COMPANIES ARE BILLING THE DEBTORS ON AN ONGOING BASIS.

A. Contracts for GlobeGround

10. Attached hereto as **Exhibit “A”** is a spreadsheet, indicating that as of the Commencement Date, the Debtors owe GlobeGround the amount of **\$138,444.80** as a prepetition claim. Attached hereto as **Exhibit “B”** is a spreadsheet, indicating that after the Commencement Date, the Debtors owe GlobeGround **\$111,349.94** as an administrative claim. GlobeGround’s prepetition and administrative claims arise pursuant to the following three contracts:

a. Las Vegas (LAS) Security Checks, Annex B4.0 (attached hereto as **Exhibit “C”**). The prepetition claim under this contract is \$5,292.99 (see Exhibit “A”) and the postpetition claim under this contract is \$4,167.38 (see Exhibit “B”).

b. Las Vegas (LAS) Ground Handling, Annex B5.0 (attached hereto as **Exhibit “D”**). The prepetition claim under this contract is \$131,749.71 (see Exhibit “A”) and the postpetition claim under this contract is \$106,273.10 (see Exhibit “B”).

c. LaGuardia (LGA) Interline Baggage, Annex B2.0 (attached hereto as **Exhibit “E”**). The prepetition claim under this contract is \$1,402.10 (see Exhibit “A”) and the postpetition claim under this contract is \$909.46 (see Exhibit “B”).

B. Contracts for Servisair

11. Attached hereto as **Exhibit “F”** is a spreadsheet, indicating that as of the Commencement Date, the Debtors owe Servisair the amount of **\$507,439.81** as a prepetition claim. Attached hereto as **Exhibit “G”** is a spreadsheet, indicating that after the Commencement Date, the Debtors owe Servisair **\$396,592.34** as an administrative claim. Servisair’s prepetition and administrative claims arise pursuant to the following six contracts:

a. Sarasota-Bradenton (SRQ) Skycaps Exhibit A, part of Continental Airlines Agreement (attached hereto as **Exhibit “H”**). The prepetition claim under this contract is \$7,303.88 (see Exhibit “F”) and the postpetition claim under this contract is \$810.25 (see Exhibit “G”).

b. Sarasota-Bradenton (SRQ) Ground Handling, Annex B.11 (attached hereto as **Exhibit “I”**). The prepetition claim under this contract is \$62,041.71 (see Exhibit “F”) and the postpetition claim under this contract is \$51,571.33 (see Exhibit “G”).

c. Dallas-Fort Worth (DFW) Ground Handling, Annex B2.0 (attached hereto as **Exhibit “J”**). The prepetition claim under this contract is \$153,446.99 (see Exhibit “F”) and the postpetition claim under this contract is \$145,750.16 (see Exhibit “G”).

d. Denver (DIA) Ground Handling, Annex B.10 (attached hereto as **Exhibit “K”**). The prepetition claim under this contract is \$67,085.00 (see Exhibit “F”) and the postpetition claim under this contract is \$50,087.38 (see Exhibit “G”).

e. Phoenix (PHX) Ground Handling, Annex B.11 (attached hereto as **Exhibit “L”**). The prepetition claim under this contract is \$194,757.11 (see Exhibit “F”) and the postpetition claim under this contract is \$120,020.52 (see Exhibit “G”).

f. Fort Myers (RSW) Ground Handling, Annex B3.0 (attached hereto as **Exhibit “M”**). The prepetition claim under this contract is \$22,805.12 (see Exhibit “F”) and the postpetition claim under this contract is \$28,352.50 (see Exhibit “G”).

C. Contracts for S&S Fuel Services

12. Attached hereto as **Exhibit “N”** is a spreadsheet, indicating that as of the Commencement Date, the Debtors owe S&S Fuel Services the amount of **\$15,407.82** as a prepetition claim. Attached hereto as **Exhibit “O”** is a spreadsheet, indicating that after the Commencement Date, the Debtors owe S&S Fuel Services **\$13,978.49** as an administrative claim. S&S Fuel Services’ prepetition and administrative claims arise pursuant to the following four contracts:

a. The Master Agreement (attached hereto as **Exhibit “P”**). All of the S&S contracts with the Debtors listed below fall under the Master Agreement.

b. LaGuardia (LGA) Into-Plane, Schedule C-1 and Rate Adjustment Letter (attached hereto as **Exhibits “Q” and “Q-1”**). The prepetition claim under this contract is \$10,624.00 (see Exhibit “N”) and the postpetition claim under this contract is \$9,130.00 (see Exhibit “O”).

c. Boston (BOS) Into-Plane, Schedule A-1 (attached hereto as **Exhibit “R”**). The prepetition claim under this contract is \$2,804.89 (see Exhibit “N”) and the postpetition claim under this contract is \$3,523.22 (see Exhibit “O”).

d. Miami (MIA) Into-Plane, Schedule D-1 and Rate Adjustment Letter (attached hereto as **Exhibits “S” and “S-1”**). The prepetition claim under this contract is \$1,978.93 (see Exhibit “N”) and the postpetition claim under this contract is \$1,325.27 (see Exhibit “O”).

B. Contract for Snowlift

13. Attached hereto as **Exhibit “T”** is a spreadsheet, indicating that after the Commencement Date, the Debtors owe Snowlift **\$838.82** as an administrative claim. Snowlift’s administrative claim arises pursuant to the following contract:

a. Services Agreement–LaGuardia Airport (LGA) Airline Managers Council and its Participating Airlines (attached hereto as **Exhibit “U”**). The prepetition claim under this contract is \$0 and the postpetition claim under this contract is \$838.82 (see Exhibit “T”).

14. Based upon the foregoing, the GlobeGround Companies object to the Maximum Cure Amounts set forth in the Maximum Cure Amount Notice.

WHEREFORE, the GlobeGround Companies respectfully request that the Court grant their Objection and find that the Maximum Cure Amount due the GlobeGround Companies is as set forth in this Objection and grant such other relief as may be just.

Respectfully submitted,

WILLIAM J. TUCKER
& ASSOCIATES, LLC

/s/ William J. Tucker
William J. Tucker

Eric J. Haber (EH-1999)
Brent Weisenberg (BW-7107)
KRONISH LIEB WEINER & HELLMAN LLP
1114 Avenue of the Americas
New York, NY 10036
(212) 479-6000

William J. Tucker
Jeffrey M. Hester
WILLIAM J. TUCKER
& ASSOCIATES, LLC
Pennsylvania Center, Suite 400
429 North Pennsylvania Street
Indianapolis, Indiana 46204-1816
317.833.3030 / 317.833.3031 (f)
hester@wjtucker.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent via electronic mail service, if such e-mail option has been elected, or via United States Mail, postage prepaid this 10th day of December, 2004, on the following:

SEE "EXHIBIT V" ATTACHED HERETO.

/S/ Jeffrey M. Hester
Jeffrey M. Hester

Jeffrey M. Hester
WILLIAM J. TUCKER
& ASSOCIATES, LLC
Pennsylvania Center, Suite 400
429 North Pennsylvania Street
Indianapolis, Indiana 46204-1816
317.833.3030 / 317.833.3031 (f)
hester@wjtucker.com