

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

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

**RESPONSE OF QWEST CORPORATION**  
**TO NOTICE REGARDING MAXIMUM CURE AMOUNTS**

Qwest Corporation ("QC"), by and through its undersigned counsel, hereby responds to the Notice Regarding Maximum Cure Amounts (the "Notice") filed in the above-captioned case,<sup>1</sup> and for its objection, respectfully states as follows:

1. On November 2, 2004 (the "Petition Date"), the above-captioned debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the U.S Code ("Bankruptcy Code") and continue to operate their businesses and manage their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
2. QC and ATA Airlines, Inc. (the "Debtor"), a debtor under Case No. 04-19868, which case is jointly administered under the above-captioned case number, are parties to a certain Centrix 21 Services Agreement (the "Agreement"), executed August 28, 2003, whereby QC provides certain telecommunications services to the Debtor.
3. On or about November 29, 2004, the Debtor filed the Notice advising that the maximum amount that the Debtor believed was due QC under the Agreement as of the Petition Date as well as any unpaid post-petition obligations thereunder.
4. In the Notice, the Debtor alleged that the pre-petition cure amount due and owing to QC under the Agreement was a sum of not more than \$3,142.00.

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<sup>1</sup> The cases are all being jointly administered under the above-captioned case number.

5. QC files this response to clarify that the Debtor is party to two (2) different contracts, one being the Total Advantage Agreement (which is the subject of a separate objection filed contemporaneously herewith) and to which Qwest Communications Corporation is the other party and the other being the instant Agreement by and between the Debtor and QC.

6. To the extent that the Notice is applicable to the Agreement, Debtor was obligated to QC for services rendered under the Agreement prior to, and as of, the Petition Date, in the amount of not less than \$52.74 (the "Pre-Petition Cure").

7. The Agreement expired prior to the Petition Date and thereafter, QC agreed to provide, and the Debtor agreed to pay for, services under the Agreement on a month to month basis only. As of December 8, 2004, the Debtor has paid QC for all services under the Agreement provided post-petition to the Debtor.

8. The Agreement cannot be assumed and/or assigned as it has expired.

9. Notwithstanding its expiration, QC objects to assumption and/or assignment of the Agreement unless and until all requirements of Section 365 are met, including without limitation, proof of adequate assurance and immediate payment of the Pre-Petition Cure and any unpaid post-petition obligations of the Debtor under the Agreement in full at the time of assumption.

WHEREFORE, QC respectfully requests that the Court grant QC such relief as it deems just and proper.

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