KELLEY DRYE & WARREN LLP
101 Park Avenue
New York, NY 10178
Tel: (212) 808-7800
Fax: (212) 808-7897
James S. Carr, (JC 1603)
Edward J. Leen (EL 1541)

Attorneys for BP Products North America Inc.,
acting by and through its Air BP Lubricants Division

FILED
U.S. BANKRUPTCY CT.
INDIANAPOLIS DIVISION
04 DEC 10 AM 9:25
SOUTHERN DISTRICT
OF INDIANA
JOHN A. O'NEAL
CLERK

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

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

OBJECTION TO NOTICE REGARDING MAXIMUM CURE AMOUNTS

BP Products North America Inc., acting by and through its Air BP Lubricants Division ("BP"), by its counsel, Kelley Drye & Warren LLP, hereby files this Objection to the Notice Regarding Maximum Cure Amounts (the "Notice"), dated November 29, 2004. In support of the Objection, BP respectfully states as follows:

BACKGROUND

1. On October 26, 2004 (the "Petition Date"), the above-captioned debtors (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

2. The Debtors and BP are parties to a fuel products supply agreement for domestic locations (the "Domestic Supply Agreement") and a fuel supply agreement for international locations (the "International Supply Agreement," and together with the Domestic Supply Agreement, the "Supply Agreements").

☒ ENVELOPE NOT PROVIDED
☒ COPIES NOT PROVIDED

3. On November 2, 2004, the Debtors filed a motion (the "Bid Procedures Motion") for entry of an order approving, among other things, certain bid procedures to be used in connection with the AirTran Transaction (as defined in the Notice).

4. On November 19, 2004, the Court entered an Order approving the Bid Procedures Motion (the "Procedures Order"). In connection with the Procedures Order, the Court established a deadline for non-debtor counterparties to respond to the Debtors' proposed cure amounts and assert any potential adequate assurance objections. The Debtors' proposed cure amount in connection with the Supply Agreements is $28,320.00.

OBJECTION

5. Prior to the assignment of the Supply Agreements, the Debtors are required, pursuant to section 365(b)(1)(A) of the Bankruptcy Code, to cure all outstanding defaults under the Supply Agreements.

6. A review of BP's books and records demonstrates that the sum of $37,397.30[1] is the appropriate cure amount due BP under the Supply Agreements (the "Cure Claim"). The Cure Claim assumes that all post-petition obligations of the Debtors under the Supply Agreements will be paid until the effective date of any potential assignment of the Supply Agreements as required by section 365(b)(1)(A) of the Bankruptcy Court.

7. To the extent that there are any outstanding post-petition obligations at the time of assignment, BP reserves the right to amend the Objection and the Cure Claim.

8. As BP is not aware of who the ultimate purchaser will be under the sale transaction, BP reserves the right to object on the basis of adequate assurance of future performance at the time the Debtors file a motion for assignment of the Supply Agreements.

---

[1] The amount due to BP pursuant to the Domestic Supply Agreement is $30,708.26. The amount due to BP pursuant to the International Supply Agreement is $6,689.04. All amounts due to BP are pre-petition amounts. At this time, no post-petition amounts are due to BP.

WHEREFORE, BP respectfully requests that the Court enter an order granting (i) the relief sought herein, and (ii) any other such relief as the Court deems just and proper.

KELLEY DRYE & WARREN LLP

Dated: New York, New York
December 9, 2004

By: _____
James S. Carr (JC(1603)
Edward J. Leen (EL 1541)
101 Park Avenue
New York, NY 10178
Tel:212-808-7800
Fax:212-808-7897

ATTORNEYS FOR BP PRODUCTS NORTH AMERICA INC., ACTING BY AND THROUGH ITS AIR BP LUBRICANTS DIVISION