

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

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>ATA Holdings Corp., et al.,</b>	)	<b>Case No. 04-19866</b>

**ST. JOSEPH COUNTY AIRPORT AUTHORITY’S RESPONSE TO C8 AIRLINES,  
INC.’S OBJECTION TO CLAIMS OF THE AUTHORITY**

St. Joseph County Airport Authority (“Authority”) for its response to the Objection of C8 Airlines, Inc. to its claims 1976, 2011 and 2012 states the following:

1. The Authority is a regional airport authority which provided certain services to C8 Airlines, Inc. prior to and during the Chapter 11 proceedings pursuant to certain written agreements.
2. On or about March 28, 2005 the Authority filed Proof of Claim Number 1976 for “Terminal Rent, Security Fees, Landing Fees, PA System, Etc.” as an unsecured claim.
3. On or about April 22, 2005 the Authority filed Claim Number 2012 in the amount of \$55,314.64, which on its face replaces Claim 1976 filed on March 28, 2005. Claim Number 2012 was characterized as a secured claim with security described as “Setoff under Air Trans.Agr.”.
4. On April 25, 2005 the Authority also filed Claim Number 2011, as a secured claim in the amount of \$52,652.73 stating as security a “Setoff under Air Trans. Agr.”.
5. The Air Transportation Agreement Setoff, described as the security in Claims 2011 and 2012, was an agreement between the Authority and C8 Airlines, Inc. by which the Authority

paid certain sums to C8 Airlines, Inc. to provide passenger service at the Authority's airport.

6. On or about March 10, 2006, the Authority and C8 Airlines, Inc./ATA Airlines, Inc. entered into an Agreement, a copy of which is attached hereto as "Exhibit A", by which the parties agreed on the remaining balance under each of the Proofs of Claim of the Authority and provided for the payment of \$210,436.38 by the Authority to C8 Airlines, Inc.

7. That the Authority has paid the full amount due under such Agreement.

8. That pursuant to the Agreement, the remaining balance on the Use and Lease Agreement Claim (Claim Number 2012) is \$55,314.64, as an unsecured claim.

9. That pursuant to the Agreement the remaining balance due under the Office Lease Agreement Claim (Claim Number 2011) is \$42,057.64, as an unsecured claim.

10. That Claims 2011 and 2012 of the St. Joseph County Authority should be re-characterized as unsecured claims in the amounts agreed by the parties, as set forth in "Exhibit A".

WHEREFORE, the Authority prays that the claims be allowed, that claims 2011 and 2012 be allowed in the amounts agreed by the parties and that claim 1976 be withdrawn.

Date: February 20, 2008

/s/ Charles S. Leone  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing Appearance was served, on February 20, 2008 by electronic mail via Bankruptcy Courts's CM/ECF system on the U.S. Trustee, counsel for the unsecured Creditors's Committee and all parties remaining on the post-confirmation service list.

/s/ Charles S. Leone