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*Proposed Attorneys for the Debtors
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11 Case No.**
REPUBLIC AIRWAYS HOLDINGS INC., et al., : **16-_____ (___)**
Debtors.¹ : **(Joint Administration Pending)**

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**DEBTORS' MOTION PURSUANT TO 11 U.S.C. §§ 366 & 105(a) FOR ENTRY
OF INTERIM AND FINAL ORDERS (i) APPROVING DEBTORS' PROPOSED
FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITIES,
(ii) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS
BY UTILITY COMPANIES, AND (iii) PROHIBITING UTILITIES FROM
ALTERING, REFUSING, OR DISCONTINUING SERVICE**

1. The Debtors in these chapter 11 cases are the following entities: Republic Airways Services, Inc.; Shuttle America Corporation; Republic Airline Inc.; Republic Airways Holdings Inc.; Midwest Air Group, Inc.; Midwest Airlines, Inc.; and Skyway Airlines, Inc. The Debtors' employer tax identification numbers and addresses are set forth in their respective chapter 11 petitions.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Republic Airways Holdings Inc. (“RAH”), and certain of its wholly-owned direct and indirect subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively with RAH, “Republic” or the “Debtors”), respectfully represent:

Background

1. On the date hereof (the “Commencement Date”) each of the Debtors filed with this Court a voluntary petition for relief under chapter 11 of title 11, United States Code (the “Bankruptcy Code”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of unsecured creditors has been appointed in these cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of their chapter 11 cases for procedural purposes only pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

Republic’s Business

3. RAH is a holding company whose common stock is traded on the NASDAQ under the symbol “RJET.” RAH provides scheduled regional passenger services through its wholly-owned operating air carrier subsidiaries, Shuttle America Corporation (“Shuttle America”) and Republic Airline Inc. (“Republic Airline”). Republic offers approximately 1,000 flights daily to 105 cities in 38 states, Canada, the Caribbean, and the Bahamas through Republic’s fixed-fee code-share agreements with United Continental Holdings, Inc. (“United”), Delta Air Lines, Inc. (“Delta”), and American Airlines Group, Inc. (“American,” and collectively with United and Delta, the “Codeshare Partners”), operating under the

designations of United Express, Delta Connection, and American Eagle, including service out of the Codeshare Partners' respective hubs and focus cities. Republic's operational fleet consists of approximately 230 aircraft.

4. As of January 31, 2016, on a consolidated basis, Republic had assets and liabilities of \$3,561,000,000 and \$2,971,000,000 (unaudited). For the year ended December 31, 2015, on a consolidated basis, Republic had operating revenue of \$1,343,900,000, operating expenses of \$1,259,200,000, and a net loss of \$27,117,000 (unaudited). In 2015, Republic carried 21,900,000 passengers an average of 479 miles per passenger, with a passenger load factor of 79.2%.

5. Detailed information regarding Republic's business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the Declaration of Bryan K. Bedford Pursuant to Local Bankruptcy Rule 1007-2, filed with the Court on the Commencement Date.

Jurisdiction

6. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

7. As an air carrier serving the flying public, to operate its business in the ordinary course, Republic relies upon the uninterrupted provision of utility services at each of the airport terminals and offices from which it operates. Any interruption in utility services, even for a brief period of time, would disrupt Republic's operations, including Republic Airlines' operations under its code-share agreements that could result in a decline in Republic's revenues and profits. Such a result could seriously jeopardize Republic's reorganization efforts, and

ultimately, the value of the estates and creditor recoveries. It is, therefore, critical that utility services continue uninterrupted during these chapter 11 cases.

8. Section 366 of the Bankruptcy Code protects a debtor, such as Republic, from the immediate termination or alteration of utility services after commencing its case. Specifically, under section 366(c), a utility company may not alter, refuse, or discontinue services to a debtor solely on account of the commencement of the debtor's chapter 11 case or unpaid prepetition amounts outstanding. If, however, during the thirty days following the commencement of the case, the debtor does not provide "adequate assurance" of payment for postpetition services in a form "satisfactory" to the utility company, the utility company may exercise its rights, including by altering or discontinuing service. 11 U.S.C. § 366(c)(2). Such "assurance of payment" may consist of "(i) a cash deposit; (ii) a letter of credit; (iii) a certificate of deposit; (iv) a surety bond; (v) a prepayment of utility consumption; or (vi) another form of security that is mutually agreed on between the utility and the debtor or the trustee." 11 U.S.C. § 366(c)(1)(A).

9. Accordingly, to ensure the uninterrupted supply of water, electricity, natural gas, waste management, telephone, and other utility services, as that term is used in section 366 of the Bankruptcy Code (collectively, "Utility Services"), which are critical to the operation of Republic's business, Republic requests, pursuant to sections 366 and 105(a) of the Bankruptcy Code, entry of an order (i) approving its proposed adequate assurance of payment for postpetition Utility Services, (ii) establishing procedures for resolving objections relating to the adequacy of the proposed adequate assurance interposed by utility companies or related third parties (collectively, the "Utility Companies"), including but not limited to, those listed on

Schedule 1 (the “Utility Service List”)² to the proposed order annexed hereto granting the relief requested on an interim basis (the “Interim Order”), and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, Republic because of the commencement of these chapter 11 cases or a debt that is owed by Republic for Utility Services rendered prior to the Commencement Date.

The Proposed Adequate Assurance Deposit

10. Republic has a timely payment history with the Utility Companies, and to Republic’s knowledge, there are no defaults or arrearages of any significance with respect to its undisputed invoices for prepetition Utility Services, other than payment interruptions that may be caused by the commencement of these chapter 11 cases. Prior to the Commencement Date, Republic’s average monthly cost of Utility Services was approximately \$244,000.

11. Republic intends to timely pay all postpetition obligations owed to the Utility Companies and anticipates having sufficient funds to do so. Republic expects that the unencumbered cash generated during its chapter 11 cases will be more than sufficient to pay all postpetition utility obligations. Nevertheless, to provide adequate assurance of payment to the Utility Companies pursuant to section 366(c) of the Bankruptcy Code, Republic proposes to deposit into a segregated interest-bearing account (the “Utility Deposit Account”) within twenty days from the Commencement Date, an amount equal to Republic’s costs of two weeks of Utility Services, calculated based on the historical average of Republic’s utility expenses, which is generally calculated by averaging payment for a twelve-month period prior to the Commencement Date (the “Adequate Assurance Deposit”). The Adequate Assurance Deposit

2. The inclusion of any entity on, as well as the omission of any entity from, Schedule 1, and the description thereof is not an admission or concession that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and Republic reserves all rights and defenses with respect thereto.

will not, however, include any amount on account of any Utility Company that (a) agrees to a lesser amount, (b) already holds a deposit, letter of credit, surety bond, or other type of instrument securing Republic's performance equal to or greater than two weeks of Utility Services, or (c) is paid in advance for its Utility Services.

12. Based on the foregoing calculation, Republic estimates that the total amount of the Adequate Assurance Deposit will be approximately \$122,000. Republic will maintain the Adequate Assurance Deposit in the Utility Deposit Account until the earlier of (a) the Court's entry of an order authorizing the return of the Adequate Assurance Deposit to Republic and (b) the effective date of a plan of reorganization (at which time the Adequate Assurance Deposit will automatically, without further order of the Court, be returned to Republic).

13. Republic will, however, have the right to reduce the Adequate Assurance Deposit to the extent that any of the following occurs: (a) the Adequate Assurance Deposit includes any amount on account of a Utility Company that Republic subsequently determines should be removed from the Utility Service List, (b) a Utility Company properly serves an Additional Assurance Request (as defined below) on the Notice Parties (as defined below), and any settlement results in such Utility Company's removal from the Utility Service List or in Republic's provision of alternate assurance to the Utility Company, or (c) any Utility Company has instead been provided with a letter of credit, cash deposit, or some other form of security acceptable to the Utility Company. Republic submits that the Adequate Assurance Deposit, together with its ability to pay for future Utility Services in the ordinary course of business (the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility

Companies. If any Utility Company believes additional assurance is required, it may request such assurance pursuant to the procedures set forth below.

14. In light of the severe consequences to Republic's operations that may be caused by any interruption in services by the Utility Companies, but recognizing the right of each Utility Company to evaluate the Proposed Adequate Assurance on a case-by-case basis, Republic proposes that the Court approve and adopt the following procedures (the "Adequate Assurance Procedures") for any Utility Company not satisfied with the Proposed Adequate Assurance to request additional adequate assurance (an "Additional Assurance Request"):

- (a) Within three (3) business days after entry of the Interim Order, Republic will mail a copy of the Interim Order to the Utility Companies on the Utility Service List.
- (b) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an Additional Assurance Request upon: (i) the Debtors, c/o Republic Airways Holdings, Inc., 8909 Purdue Road, Suite 300, Indianapolis, Indiana 46268 (Attn: Ethan J. Blank, Esq.), (ii) proposed attorneys for the Debtors, Zirinsky Law Partners PLLC, 375 Park Avenue, Suite 2607, New York, New York 10152 (Attn: Bruce R. Zirinsky, Esq. (bzirinsky@zirinskylaw.com), Sharon J. Richardson, Esq. (srichardson@zirinskylaw.com), and Gary D. Ticoll, Esq. (gticoll@zirinskylaw.com)) and Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004 (Attn: Christopher K. Kiplok, Esq. (chris.kiplok@hugheshubbard.com) and Ramsey Chamie, Esq. (ramsey.chamie@hugheshubbard.com)), (iii) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Building, 201 Varick Street, Suite 1006, New York, NY 10014, and (iv) counsel for any statutory committee of unsecured creditors appointed in these chapter 11 cases (collectively, the "Notice Parties").
- (c) Each Additional Assurance Request must (i) be in writing, (ii) set forth the type of Utility Services and the location at which such services are provided, (iii) include a summary of Republic's payment history relevant to the affected account(s), including any deposits and other security held by the Utility Company, (iv) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment, and (v) be **actually received** by the Notice Parties within thirty (30) days after entry of the Interim Order.

- (d) Upon Republic's timely receipt of an Additional Assurance Request at the addresses set forth above, Republic shall have the greater of (i) fourteen (14) days from the receipt of such Additional Assurance Request and (ii) thirty (30) days from the Commencement Date (collectively, the "Resolution Period") to negotiate with such Utility Company to resolve its Additional Assurance Request.
- (e) If Republic determines that a timely received Additional Assurance Request is not reasonable and is unable to reach an alternative resolution with the Utility Company during the Resolution Period, Republic may file a motion with the Court promptly seeking a hearing to determine the adequacy of assurance of payment with respect to the particular Utility Company (the "Determination Motion") pursuant to section 366(c)(3) of the Bankruptcy Code.
- (f) Pending resolution of any such Determination Motion, any such Utility Company shall be prohibited from altering, refusing, or discontinuing service to, or discriminating against, Republic on account of unpaid charges for prepetition services, the filing of these chapter 11 cases, or any objections to the adequacy of the Proposed Adequate Assurance.
- (g) Republic may, in its discretion, resolve any Additional Assurance Request or Determination Motion by mutual agreement with the requesting Utility Company without further order of the Court and may, in connection with any such agreement and in its discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, or other form of security, without further order of the Court to the extent Republic believes such additional assurance is reasonable in the exercise of its business judgment.
- (h) Absent the timely filing of a Procedures Objection (as defined below), the Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make a timely Additional Assurance Request.

15. Republic respectfully requests that, absent compliance with the Adequate Assurance Procedures, the Utility Companies be prohibited from altering, refusing, or discontinuing service to, or discriminating against Republic, or requiring additional adequate assurance of payment other than the Proposed Adequate Assurance, pending entry of a final order with respect to this motion (the "Final Order").

Objections to Adequate Assurance Procedures

16. In light of the adverse consequences to Republic that would result from any interruption in services by the Utility Companies, but recognizing the right of the Utility Companies to evaluate the Proposed Adequate Assurance independently, the Utility Companies should be required to promptly raise any objections to the Adequate Assurance Procedures so that any such objections may be heard by the Court prior to the expiration of the thirty-day period following the Commencement Date. Republic, therefore, proposes that any Utility Company that objects to the Adequate Assurance Procedures described above must file a procedures objection (“Procedures Objection”) and serve such objection on the Notice Parties, so that it is actually received by the date that is the earlier of (a) fourteen (14) days after entry of the Interim Order and (b) seven (7) days before the date of the hearing to consider entry of an order granting the relief requested in the motion on a final basis.

Subsequent Modifications of the Utility Service List

17. Although Republic has made extensive and good faith efforts to identify all Utility Companies, certain companies that currently provide Utility Services to Republic may have been omitted inadvertently from the Utility Service List. To the extent that Republic identifies additional Utility Companies, Republic will promptly file amendments to the Utility Service List and will serve copies of this motion, the Interim Order, and the Final Order (when and if entered) on such newly-identified Utility Companies.

18. Republic further requests that the Court make the Interim Order and Final Order binding on all Utility Companies, regardless of when each Utility Company was added to the Utility Service List, provided that (a) Republic increases the amount of the Adequate Assurance Deposit by an amount equal to the cost of two weeks of Utility Services provided by such additional Utility Company, calculated as a historical average and (b) any such newly-

identified Utility Company has until the later of (i) fourteen (14) days from the date of service of the Interim Order or Final Order, as applicable, on such Utility Company and (ii) thirty (30) days from the date of the Interim Order, to serve an Additional Assurance Request in compliance with the proposed Adequate Assurance Procedures, which request must actually be received by the Notice Parties within this timeframe. Republic shall have the periods specified in the proposed Adequate Assurance Procedures to seek to resolve any such request by mutual agreement with the Utility Company without further order of the Court or to file a Determination Motion with the Court to determine the adequacy of assurance of payment with respect to such Utility Company in accordance with the Adequate Assurance Procedures.

Basis for Relief Requested

19. The relief requested will promote the continued, uninterrupted operation of Republic's business. At the same time, it will provide the Utility Companies with a fair and orderly procedure for requesting an adequate assurance deposit and provide Republic with a fair and orderly procedure for addressing such requests. Absent the Court's approval of the Adequate Assurance Procedures, Republic could be forced to address multiple simultaneous requests by Utility Companies in a disorganized manner at a time when Republic's efforts would otherwise be more productively focused on stabilizing its operations and working towards a successful restructuring.

20. Prior to the enactment of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (the "2005 Amendments"), it was well-established by courts, commentators, and legislative history that section 366 of the Bankruptcy Code did not require, as a matter of course, that the debtor provide a deposit or other security to its utilities as adequate assurance of payment. In *Virginia Electric & Power Co. v. Caldor, Inc.*-NY, 117 F.3d 646, 647 (2d Cir. 1997), the United States Court of Appeals for the Second Circuit affirmed the

Bankruptcy Court’s ruling that the debtor’s prepetition payment history, its postpetition liquidity, and the administrative expense priority afforded to postpetition invoices constituted adequate assurance of future performance. The Second Circuit rejected the argument that section 366(b) nevertheless required a “deposit or other security,” holding instead that “a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’” *Id.* at 650; *see also Shirey v.*

Philadelphia Elec. Co. (In re Shirey), 25 B.R. 247, 249 (Bankr. E.D. Pa. 1982) (“[S]ection 366(b) . . . does not permit a utility to request adequate assurance of payment for continued services unless there has been a default by the debtor on a pre-petition debt owed for services rendered.”).

21. Under section 366(c) of the Bankruptcy Code, as amended by the 2005 Amendments, however, utility companies may now alter, refuse, or discontinue utility service if, within thirty days after the commencement of a debtor’s chapter 11 case, the debtor has not provided the utility company with adequate assurance in a form that is “satisfactory” to the utility company, subject to the court’s ability to modify the amount of adequate assurance. Furthermore, pursuant to section 366(c)(3)(B), in determining whether a debtor’s assurance of payment is adequate, the court may not consider the absence of security before the Commencement Date, the debtor’s history of timely payments, or the availability of an administrative expense priority. Nevertheless, in “deciding what constitutes adequate assurance, a bankruptcy court must focus on the utility’s need for assurance with the debtor’s scarce financial resources.” *In re New Rochelle Tel. Corp.*, 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008).

22. While the 2005 Amendments clarified what does and does not constitute “assurance of payment” and what can be considered in determining whether such assurance is adequate, Congress, in enacting that section, did not divest the Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a utility company. *In re Beach House Prop., LLC.*, No. 08-11761-BKC-RAM, 2008 WL 961498, at *1 (Bankr. S.D. Fla. Apr. 8, 2008) (citing 3 *Collier on Bankruptcy* ¶ 366.03[2] (15th rev. ed. 2006)); *In re Great Atlantic & Pacific Tea Co.*, No. 11-CV-1338, 2011 WL 5546954, at *5 (S.D.N.Y. Nov. 14, 2011) (finding that what constitutes adequate assurance of payment for continuing utility services is a federal bankruptcy law question that bankruptcy courts are afforded “reasonable discretion” to determine); *see also* 11 U.S.C. § 366(c)(3)(A) (“On request of a party in interest and after notice and a hearing, the Court may order modification of the amount of an assurance of payment”). Under section 366(c), there is nothing to prevent a court from deciding, as courts have before the 2005 Amendments, that, on the facts before it, the amount required of the debtor to adequately assure payment to a utility company is nominal, or even zero.

23. Moreover, Congress has not changed the requirement that the assurance of payment only be “adequate.” 11 U.S.C. § 366(b). Courts construing section 366(b) of the Bankruptcy Code have long recognized that “adequate” assurance of payment does not require an absolute guarantee of the debtor’s ability to pay. *See, e.g., In re Caldor, Inc.–NY*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires the Bankruptcy Court to determine whether the circumstances are sufficient to provide a utility with ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’”) (citation omitted), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.–NY*, 117 F.3d 646 (2d Cir. 1997); *In re Adelpia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) (same); *see also Great Atlantic &*

Pacific Tea Co., 2011 WL 5546954, at *5 (rejecting the adequate assurance sought by utility providers as “more than necessary” because the assurance sought would be “an absolute”).

Therefore, despite the language in section 366(c)(2) of the Bankruptcy Code allowing a utility company to take action against a debtor should the debtor fail to provide adequate assurance of payment that is “satisfactory” to the utility company, section 366 of the Bankruptcy Code does not require that the assurance provided be “satisfactory” once the court determines the appropriate amount.

24. Republic submits that the Proposed Adequate Assurance is reasonable and satisfies the requirements of section 366 of the Bankruptcy Code. The relief requested herein is similar to relief granted in other chapter 11 cases since the 2005 Amendments became effective. For example, in *In re Great Atlantic & Pacific Tea Co.*, 2011 WL 5546954, at *6, the Southern District of New York affirmed the bankruptcy court’s finding, over the objection of utility providers, that adequate assurance similar to the Proposed Adequate Assurance — a cash deposit in an amount representing two weeks of utility services in a segregated account — satisfied the requirements of section 366 of the Bankruptcy Code. 2011 WL 5546954, at *6. In approving the adequate assurance proposed in *In re Great Atlantic & Pacific Tea Co.*, the District Court considered several factors, including the debtors’ postpetition cash position, the burden that an additional deposit would impose on the debtors, and the risk of nonpayment to utility providers. *Id.* at *5. The court found that, in light of the debtors’ postpetition financing and the fact that the adequate assurance deposit was held in a segregated account, the utility providers were adequately assured payment for postpetition services through the cash deposit. *Id.* at *5-6.

25. Here, as in *In re Great Atlantic & Pacific Tea Co.*, Republic has access to sufficient cash, the Adequate Assurance Deposit will be held in a segregated account, and the

Utility Companies are afforded flexibility and an opportunity to be heard through the Adequate Assurance Procedures. Accordingly, the Proposed Adequate Assurance is reasonable and satisfies section 366 of the Bankruptcy Code.

26. The Adequate Assurance Procedures also are consistent with procedures adopted in other recent chapter 11 cases. In *In re Beach House Prop., LLC*, Case No. 08-11761-BCK-RAM, 2008 WL 961498, at *2 (Bankr. S.D. Fla. Apr. 8, 2008) the court interpreted section 366(c) to mean that “a debtor may comply with § 366 by proposing a means and amount of adequate assurance in a motion filed at the start of a case,” and that “[a]s long as the debtor then pays the Court ordered amount by the 30th day, the debtor will have complied with § 366 and the utility may not discontinue service.” The court will generally set “an objection deadline and hearing date which allows for any dispute to be resolved prior to the 30 day deadline in § 366(c)(2).” *Id.* Failure to object, respond, or make a counterdemand before this deadline can be interpreted as acquiescence on the part of the utility. See *In re Syroco Inc.*, 374 B.R. 60, 62 (Bankr. D.P.R. 2007); see also *In re Crystal Cathedral Ministries*, 454 B.R. 124, 129–32 (C.D. Cal. 2011) (adopting similar interpretation of section 366(c) as set forth in *In re Beach House Prop., LLC*); *In re Continental Common Inc.*, No. 10-37542-HDH-11, 2011 WL 4576707, at *1 (Bankr. N.D. Tex. Feb. 14, 2011) (same).

27. Further, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” The Proposed Adequate Assurance and the Adequate Assurance Procedures are necessary and appropriate to carry out the provisions of the Bankruptcy Code and they will ensure that the Utility Services are continued without prejudicing the Utility Companies.

28. Based on the foregoing, Republic submits that the relief requested herein is necessary and appropriate, is in the best interests of its chapter 11 estates and all parties in interest, and should be granted in all respects.

Reservation of Rights

29. Nothing contained herein is intended to be or shall be construed as (a) an admission as to the validity of any claim against Republic, (b) a waiver of Republic's or any appropriate party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity or priority of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

Fed. R. Bankr. P. 6003(b) Is Satisfied

30. Fed. R. Bankr. P. 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may approve a motion to "pay all or part of a claim that arose before the filing of the petition" prior to twenty-one days after the Commencement Date. Republic operates from numerous locations nationwide and is highly reliant on Utility Services in running its business. Any lapse in Utility Services would be disruptive and could bring operations to a standstill, seriously jeopardizing Republic's reorganization. Accordingly, Republic submits that the relief requested herein is necessary to avoid immediate and irreparable harm, and therefore, rule 6003 is satisfied.

Waiver of Fed. R. Bankr. P. 6004(a) and 6004(h)

31. To implement the foregoing successfully, Republic seeks a waiver of the notice requirements under Fed. R. Bankr. P. 6004(a) and of the fourteen-day stay of an order authorizing the use, sale, or lease of property under Fed. R. Bankr. P. 6004(h).

Notice

32. Notice of this motion is being provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the holders of the ten largest secured claims against Republic (on a consolidated basis), (iii) the holders of the forty largest unsecured claims against Republic (on a consolidated basis), (iv) the attorneys for the agents under Republic's prepetition revolving credit facilities, (v) the attorneys for Republic's Codeshare Partners, (vi) the International Brotherhood of Teamsters, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, and (ix) the Office of the United States Attorney for the Southern District of New York. Republic submits that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be given.

33. No previous request for the relief sought herein has been made by Republic to this or any other Court.

WHEREFORE Republic respectfully requests (i) entry of an order substantially in the form annexed hereto granting the relief requested herein on an interim basis, (ii) entry of an order granting the relief requested herein on a final basis, and (iii) such other and further relief as is just.

Dated: New York, New York
February 25, 2016

/s/ Bruce R. Zirinsky

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*Proposed Attorneys for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11 Case No.**
REPUBLIC AIRWAYS HOLDINGS INC., et al., : **16-_____ (___)**
Debtors.¹ : **(Jointly Administered)**

-----x

INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 366 & 105(a) (i) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITIES, (ii) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, AND (iii) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE

A hearing having been held on _____, 2016 (the "Hearing"), to consider the motion, dated February 25, 2016 (the "Motion"), of Republic Airways Holdings Inc. ("RAH"), and certain of its wholly-owned direct and indirect subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively with RAH, "Republic" or the "Debtors"), pursuant to sections 366 and 105(a) of title 11, United States Code (the "Bankruptcy Code"), for entry of an order (i) approving Republic's proposed form of adequate assurance of payment to its utility companies or related third parties (the "Utility Companies"), including but not limited to, those listed on Schedule 1 hereto (the "Utility Service List"), (ii) establishing procedures for resolving objections by Utility Companies, and (iii) prohibiting Utility Companies from altering, refusing, or discontinuing service to Republic, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28. U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference

1. The Debtors in these chapter 11 cases are the following entities: Republic Airways Services, Inc.; Shuttle America Corporation; Republic Airline Inc.; Republic Airways Holdings Inc.; Midwest Air Group, Inc.; Midwest Airlines, Inc.; and Skyway Airlines, Inc. The Debtors' employer tax identification numbers and addresses are set forth in their respective chapter 11 petitions.

M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the holders of the ten largest secured claims against Republic (on a consolidated basis), (iii) the holders of the forty largest unsecured claims against Republic (on a consolidated basis), (iv) the attorneys for the agents under Republic's prepetition revolving credit facilities, (v) the attorneys for Republic's Codeshare Partners, (vi) the International Brotherhood of Teamsters, (vii) the Securities and Exchange Commission, (viii) the Internal Revenue Service, and (ix) the Office of the United States Attorney for the Southern District of New York, and it appearing that no other or further notice need be given; and the Declaration of Bryan K. Bedford Pursuant to Local Bankruptcy Rule 1007-2 having been filed contemporaneously with the Motion (the "Bedford Declaration"); and upon the Motion, the papers in support thereof and the responses thereto, if any, the Bedford Declaration, the record of the Hearing, and all of the proceedings heretofore had before the Court; and the Court having found and determined that the relief sought in the Motion is necessary to avoid immediate and irreparable harm Republic and its estates as contemplated by Fed. R. Bankr. P. 6003, and is in the best interests of Republic, its estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted on an interim basis, as provided herein; and it is further

ORDERED that until such time as an order is entered by the Court determining the Motion on a final basis (the "Final Order"), each Utility Company identified on the Utility Service List is prohibited from (a) altering, refusing, or discontinuing Utility Services to Republic on the basis of the commencement of Republic's chapter 11 cases or any unpaid prepetition charges, (b) discriminating against Republic on the basis of the commencement of Republic's chapter 11 cases or any unpaid prepetition charges, or (c) requiring payment of a deposit or receipt or any other security for continued service on the basis of the commencement of Republic's chapter 11 cases or any unpaid prepetition charges, except as provided in the immediately following paragraphs; and it is further

ORDERED that, except as may be adjusted by a subsequent order of the Court (which order may be the Final Order), as adequate assurance for the payment of Utility Services, Republic shall deposit cash in an amount equal to \$122,000 (the "Adequate Assurance Deposit") into a segregated interest-bearing account (the "Utility Deposit Account") for the benefit of all Utility Companies; and it is further

ORDERED that, except to the extent that it is subsequently reduced by application of the provisions of this Order, the Adequate Assurance Deposit shall be deposited in the Utility Deposit Account within twenty (20) days after the date of commencement of Republic's chapter 11 cases (the "Commencement Date") for the purpose of providing each Utility Company adequate assurance of payment for its postpetition Utility Services to the Debtors), pending entry of the Final Order (when and if entered); and it is further

ORDERED that, if an amount relating to postpetition Utility Services provided by a Utility Company is unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account, in no case to exceed the amount of the

Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company, by giving notice by email to (i) the Debtors, c/o Republic Airways Holdings, Inc., 8909 Purdue Road, Suite 300, Indianapolis, Indiana 46268 (Attn: Ethan J. Blank, Esq.) and (ii) the proposed attorneys for the Debtors, Zirinsky Law Partners PLLC, 375 Park Avenue, Suite 2607, New York, New York 10152 (Attn: Bruce R. Zirinsky, Esq. (bzirinsky@zirinskylaw.com), Sharon J. Richardson, Esq. (srichardson@zirinskylaw.com), and Gary D. Ticoll, Esq. (gticoll@zirinskylaw.com)) and Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004 (Attn: Christopher K. Kiplok, Esq. (chris.kiplok@hugheshubbard.com) and Ramsey Chamie, Esq. (ramsey.chamie@hugheshubbard.com)), in which case Republic shall cause the disbursement request to be honored on the date that is three (3) business days after the date of receipt of such Utility Company's request if the amount in question remains unpaid; and it is further

ORDERED that, except as provided herein with respect to the rights of Utility Companies to request payment of unpaid amounts related to postpetition Utility Services, the creditors of Republic shall have no interest in, or lien on, the Adequate Assurance Deposit or the Utility Deposit Account; and it is further

ORDERED that the Adequate Assurance Deposit shall be maintained until the earlier of (a) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to Republic and (b) the effective date of a plan of reorganization (at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to Republic); and it is further

ORDERED that Republic shall have the right to reduce the Adequate Assurance Deposit to the extent that any of the following occurs: (a) the Adequate Assurance Deposit

includes an amount in respect of a Utility Company that Republic subsequently determines should be removed from the Utility Service List, (b) a Utility Company properly serves an Additional Assurance Request (as defined below) on the Notice Parties (as defined below) and any resolution results in such Utility Company's removal from the Utility Services List or in Republic's provision of alternate assurance to the Utility Company, or (c) any Utility Company has instead been provided with a letter of credit, cash deposit, or some other form of security acceptable to the Utility Company; and it is further

ORDERED that the following procedures (the "Adequate Assurance Procedures") for any Utility Company not satisfied with the Adequate Assurance Deposit together with Republic's ability to pay for future Utility Services in the ordinary course of business (the "Proposed Adequate Assurance"), to request additional adequate assurance (an "Additional Assurance Request") are approved in all respects, and absent compliance with the Adequate Assurance Procedures, the Utility Companies are forbidden from (a) altering, refusing, or discontinuing service to Republic on the basis of the commencement of Republic's chapter 11 cases or any unpaid prepetition charges, (b) discriminating against Republic on the basis of the commencement of Republic's chapter 11 cases or any unpaid prepetition charges, or (c) requiring additional adequate assurance of payment other than the Proposed Adequate Assurance, pending entry of the Final Order:

- (a) Within three (3) business days after entry of the Interim Order, Republic shall mail a copy of the Interim Order to the Utility Companies on the Utility Service List.
- (b) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an Additional Assurance Request upon: (i) the Debtors, c/o Republic Airways Holdings, Inc., 8909 Purdue Road, Suite 300, Indianapolis, Indiana 46268 (Attn: Ethan J. Blank, Esq.), (ii) proposed attorneys for the Debtors, Zirinsky Law Partners PLLC, 375 Park Avenue, Suite 2607, New York,

New York 10152 (Attn: Bruce R. Zirinsky, Esq. (bzirinsky@zirinskylaw.com), Sharon J. Richardson, Esq. (srichardson@zirinskylaw.com), and Gary D. Ticoll, Esq. (gticoll@zirinskylaw.com)) and Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004 (Attn: Christopher K. Kiplok, Esq. (chris.kiplok@hugheshubbard.com) and Ramsey Chamie, Esq. (ramsey.chamie@hugheshubbard.com)), (iii) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Building, 201 Varick Street, Suite 1006, New York, NY 10014, and (iv) counsel for any statutory committee of unsecured creditors appointed in these chapter 11 cases (collectively, the “Notice Parties”).

- (c) Each Additional Assurance Request shall (i) be in writing, (ii) set forth the type of Utility Services and the location at which such services are provided, (iii) include a summary of Republic’s payment history relevant to the affected account(s), including any deposits and other security held by the Utility Company, (iv) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment, and (v) be **actually received** by the Notice Parties within thirty (30) days after entry of the Interim Order.
- (d) Upon Republic’s timely receipt of an Additional Assurance Request at the addresses set forth above, Republic shall have the greater of (i) fourteen (14) days from the receipt of such Additional Assurance Request and (ii) thirty (30) days from the Commencement Date (collectively, the “Resolution Period”) to negotiate with such Utility Company to resolve its Additional Assurance Request.
- (e) If Republic determines that a timely received Additional Assurance Request is not reasonable and is unable to reach an alternative resolution with the Utility Company during the Resolution Period, Republic may file a motion with the Court promptly seeking a hearing to determine the adequacy of assurance of payment with respect to the particular Utility Company (the “Determination Motion”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- (f) Pending resolution of any such Determination Motion, any such Utility Company shall be prohibited from altering, refusing, or discontinuing service to, or discriminating against, Republic on account of unpaid charges for prepetition services, the filing of these chapter 11 cases, or any objections to the adequacy of the Proposed Adequate Assurance.
- (g) Republic may, in its discretion, resolve any Additional Assurance Request or Determination Motion by mutual agreement with the requesting Utility Company without further order of the Court and may, in connection with any such agreement and in its discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not

limited to, a cash deposit, prepayment, letter of credit, or other form of security, without further order of the Court to the extent Republic believes such additional assurance is reasonable in the exercise of its business judgment.

- (h) Absent the timely filing of a Procedures Objection (as defined below), the Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make a timely Additional Assurance Request;

and it is further

ORDERED that Republic is authorized to supplement, as necessary, the Utility Service List and shall serve copies of the Interim Order or the Final Order (when and if entered), as applicable, on such newly-identified Utility Companies; and it is further

ORDERED that the Interim Order and Final Order (when and if entered) shall be binding on all Utility Companies providing Utility Services to Republic, regardless of when each Utility Company was added to the Utility Service List, provided that (a) Republic shall increase the amount of the Adequate Assurance Deposit by an amount equal to the cost of two (2) weeks of Utility Services provided by such additional Utility Company, calculated as provided in the Motion and (b) any such newly-identified Utility Company not on the Utility Service List shall have until the later of (i) fourteen (14) days from the date of service of this Interim Order or the Final Order (when and if entered), as applicable, and (ii) thirty (30) days from entry of the Interim Order to serve an Additional Assurance Request in compliance with the proposed Adequate Assurance Procedures, which request must actually be received by the Notice Parties within this timeframe; and it is further

ORDERED that any Utility Company that fails to timely submit an Additional Assurance Request in accordance with the Adequate Assurance Procedures or fails to file an objection or response to the Motion and the Adequate Assurance Procedures, shall be deemed to

have adequate assurance that is satisfactory to it, within the meaning of section 366 of the Bankruptcy Code; and it is further

ORDERED that nothing in the Motion or this Order shall be deemed to authorize Republic to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the “Final Hearing”); and it is further

ORDERED that (i) nothing contained in this Order or in the Motion is intended to be or shall be construed as (a) an admission as to the validity or priority of any claim against Republic, (b) a waiver of Republic’s or any appropriate party in interest’s rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code and (ii) any payment made pursuant to this Order is not intended to be and shall not be construed as an admission to the validity or priority of any claim or a waiver of Republic’s rights to dispute such claim subsequently; and it is further

ORDERED that notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party; and it is further

ORDERED that the requirements of Fed. R. Bankr. P. 6003 have been satisfied; and it is further

ORDERED that the requirements of Fed. R. Bankr. P. 6004(a) are hereby waived; and it is further

ORDERED that pursuant to Fed. R. Bankr. P. 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Final Hearing on the Motion shall be held on _____, **2016 at __: __.m. (Eastern Time)**, and any objections or responses to the Motion or the Adequate Assurance Procedures and entry of an order granting the relief requested on a final basis (a “Procedures Objection”) shall be in writing, filed with the Court in accordance with local rules and orders of the Court, and served upon (i) the proposed attorneys for the Debtors, Zirinsky Law Partners PLLC, 375 Park Avenue, Suite 2607, New York, New York 10152 (Attn: Bruce R. Zirinsky, Esq. (bzirinsky@zirinskylaw.com), Sharon J. Richardson, Esq. (srichardson@zirinskylaw.com), and Gary D. Ticoll, Esq. (gticoll@zirinskylaw.com)) and Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004 (Attn: Christopher K. Kiplok, Esq. (chris.kiplok@hugheshubbard.com) and Ramsey Chamie, Esq. (ramsey.chamie@hugheshubbard.com)) and (ii) the other Notice Parties, in each case so as to be received no later than at **4:00 p.m. (Eastern Time) on _____, 2016** (the date that is the earlier of (a) fourteen (14) days after entry of this Order and (b) seven (7) days before the Final Hearing); and it is further

ORDERED that this Order is effective only from the date of entry through this Court’s disposition of the Motion on a final basis; provided that the Court’s ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Order; and it is further

ORDERED that Republic is authorized to take all steps necessary to carry out this Order; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: New York, New York
_____, 2016

United States Bankruptcy Judge

**Schedule 1
Utility Service List**

Utility Company	Account Number	Contact Information	Type of Utility Service
Allegheny County Airport	Lease # 101368 PE020 PE063 PE075 PE911 PG018 PG019 PG021 PG041 PW011 PW021	P.O. Box 642623 Pittsburgh, PA 15264-2623	Electricity/gas/water
Deffenbaugh Disposal Service	60-0035142-3 75-0134264-9	P.O. Box 3249 Shawnee, KS 66203-0249	Waste disposal
Duke Energy	2132399113	P.O. Box 70516 Charlotte, NC 28272-0516	Electricity / natural gas
Hawaiian Electricity Co.	202010510529 32440384	P.O. Box 3978 Honolulu, HI 96812	Electricity
Hendricks Power Cooperative	3754800	86 N. County Rd. 500 E PO Box 309 Danville, IN 46122-0309	Electricity
Indiana Power & Lighting	1366021	P.O. Box 110 Indianapolis, IN 46206	Electricity
Jarsco, LLC	E-3-10 E-3-11 G-2-1-5 G-3-2-5 G-3-3-5 G-3-4-5 G-3-5-5	4300 Venture 34910 LLC Dept L-2646 Columbus, OH 43260	Electricity/gas
Louisville Gas & Electric	3000-1167-0639 3000-1167-0548	P.O. Box 9001960 Louisville, KY 40290	Electricity / gas
Louisville Water Co.	1029150-8 1029156-5	P.O. Box 32460 Louisville, KY 40232-2460	Water

Utility Company	Account Number	Contact Information	Type of Utility Service
Milwaukee Water Works	376-2713.300	City of Milwaukee P.O. Box 3268 Milwaukee, WI 53201	Water
Piedmont Natural Gas	1.0029E+12	P.O. Box 660920 Dallas, TX 75266	Natural gas
Ray's Trash Service	195934	Drawer I Clayton, IN 46118	Waste removal
Rumpke Waste & Recycling	2000241784	10795 Hughes Road Cincinnati, OH 45251	Waste removal
Vectren Energy	02-620670378-5770788 3	P.O. Box 6248 Indianapolis, IN 46206-6248	Electricity / natural gas
Veolia ES Technical Solutions LLC	619410 575699 576300 567923	P.O. Box 73709 Chicago, IL 60673-7709	Waste removal
Waste Connections of NC	6111-7629624	P.O. Box 660177 Dallas, TX 75266	Waste removal
Waste Management	169-0076312-0481-6	P.O. Box 9001054 Louisville, KY 40290-1054	Waste removal
Waste Management – PHL	682-0204614-0068-9	P.O. Box 13648 Philadelphia, PA 19101-3648	Waste removal
Waste Management Inc.	488-0027083-2811-3	P.O. Box 4648 Carol Stream, IL 60197-4648	Waste removal
Waste Management of Wisconsin	488-0204691-2811-8	P.O. Box 4648 Carol Stream, IL 60197-4648	Waste removal
WE Energies	1009-373-747 4030-752-815 5847-998-364	P.O. Box 90001 Milwaukee, WI 53290-0001	Electricity / gas
AT&T 831-000-0837 024	831-000-0837 024	P.O. Box 5019 Carol Stream, IL 60197-5019	Telephone

Utility Company	Account Number	Contact Information	Type of Utility Service
AT&T 831-000-1348 564	831-000-1348 564	P.O. Box 5019 Carol Stream, IL 60197- 5019	Telephone
AT&T 831-000-1611	831-000-1611	P.O. Box 5019 Carol Stream, IL 60197- 5019	Telephone
AT&T 8002-469-6389	8002-469-6389	P.O. Box 5019 Carol Stream, IL 60197- 5019	Telephone
AT&T 171-789-5077	171-789-5077	P.O. Box 5019 Carol Stream, IL 60197- 5019	Telephone
AT&T 314-731-3388	314-731-3388	P.O. Box 5001 Carol Stream, IL 60197- 5001	Telephone Services
AT&T 317 R05 7098	317 R05 7098	P.O. Box 8100 Aurora, IL 60507-8100	Telephone services
AT&T 614-237-8980	614-237-8980	P.O. Box 8100 Aurora, IL 60507-8100	Telephone services
TW TELECOM		P.O. Box 172567 Denver, CO 80217-2567	
AT & T - 281-443- 6225	281-443-6225	P.O. Box 5001 Carol Stream, IL 60197- 5001	Telephone services
VERIZON 215-365- 1744	215-365-1744	P.O. Box 15026 Albany, NY 12212-5026	Telephone services
VERIZON 412-472- 5282	412-472-5282	P.O. Box 15026 Albany, NY 12212-5026	Telephone services
AT&T (816-105-1589)	816-105-1589	P.O. Box 5001 Carol Stream, IL 60197- 5001	Telephone services
AT&T (617-567-7001)	617-567-7001	P.O. Box 105068 Atlanta, GA 30348-5068	Telephone services
AT&T (317-484-6052)	317-484-6052	P.O. Box 5080 Carol Stream, IL 60197	Telephone services
AT & T - 502 375 9014	502 375 9014	P.O. Box 105262 Atlanta, GA 30348-5262	Telephone services

Utility Company	Account Number	Contact Information	Type of Utility Service
AT&T 336 668-3355 001 1912	336 668-3355 001 1912	P.O. Box 105068 Atlanta, GA 30348-5262	Telephone services
Verizon 718 397 1076	718 397 1076	P.O. Box 15124 Albany, NY 12212-5124	Telephone services
CenturyLink (301404437)	303-342-3514 768B	P.O. Box 4300 Carol Stream, IL 60197- 4300	Telephone services
Frontier Communication	928-754-1196- 060414-5 928-754-4647 010913-5	P.O. Box 20550 Rochester, NY 14602- 0550	Telephone services
Rockefeller Group Technology Solutions	030-030154	1221 Avenue of the Americas New York, NY 10020- 1095	Telephone services
AT&T - 171 791 9562 992	171 791 9562 992	P.O. Box 5019 Carol Stream, IL 60197- 4300	Wireless services
AT&T Mobility	287250495699	PO Box 6463 Carol Stream, IL 60197- 6463	Wireless services
Sprint	971599813	PO Box 8077 Lond, KY 40742	Wireless services
US Cellular	210486045	Dept 0205 Palatine, IL 60055-0205	Wireless services
Verizon	215-492-1282 349 78Y	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services
Verizon	215-492-1349 350 63Y	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services
Verizon	412 472-0839 670 37Y	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services
Verizon	718 424 0865 243 17 9	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services
Verizon	718 424 5483 913 17 8	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services

Utility Company	Account Number	Contact Information	Type of Utility Service
Verizon	718-458-0490 929 17 5	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services
Verizon	718 458 0504 807 17 7	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services
Verizon	973 802-1541 349 38Y	PO BOX 15124 ALBANY, NY 12212- 5124	Wireless services