

**Proposed Hearing Date & Time: September 21, 2016 at 11:00 a.m. (Eastern Time)**  
**Objection Deadline: September 14, 2016 at 4:00 p.m. (Eastern Time)**

Bruce R. Zirinsky  
Sharon J. Richardson  
Gary D. Ticoll  
ZIRINSKY LAW PARTNERS PLLC  
375 Park Avenue, Suite 2607  
New York, New York 10152  
(212) 763-0192

Christopher K. Kiplok  
Erin E. Diers  
HUGHES HUBBARD & REED LLP  
One Battery Park Plaza  
New York, New York 10004  
(212) 837-6000

*Attorneys for the Debtors  
and Debtors in Possession*

**This motion seeks to reject certain unexpired leases and transfer title to certain equipment. If you have received this motion and are a contract counterparty to an agreement with the Debtors, please review Annexes 1, 2 and 3 to the proposed Order to determine if this motion affects your agreement and your rights thereunder.**

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

-----x

**In re** : **Chapter 11 Case No.**

**REPUBLIC AIRWAYS HOLDINGS INC., et al.,** : **16-10429 (SHL)**

**Debtors.<sup>1</sup>** : **(Jointly Administered)**

-----x

**DEBTORS' FOURTH OMNIBUS MOTION PURSUANT TO 11 U.S.C.  
§§ 363(b), 365 & 1110 AND FED. R. BANKR. P. 6006 FOR AN ORDER AUTHORIZING  
DEBTORS TO (I) TRANSFER TITLE TO AND SURRENDER CERTAIN OWNED  
AIRCRAFT AND (II) REJECT CERTAIN AIRCRAFT LEASES**

- 
1. The Debtors in these chapter 11 cases are the following entities: Republic Airways Holdings Inc.; Republic Airways Services, Inc.; Republic Airline Inc.; Shuttle America Corporation; 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 SEAN H. LANE  
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 February 25, 2016 (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 or examiner has been appointed in these cases.

2. On March 4, 2016, the United States Trustee for the Southern District of New York appointed the Official Committee of Unsecured Creditors.

3. Pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure, the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered.

4. 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 (the "Bedford Decl.," ECF No. 4), filed with the Court on the Commencement Date.

### **Jurisdiction**

5. 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**

6. By this motion, Republic seeks entry of an order authorizing it (i) pursuant to section 363(b) of the Bankruptcy Code, to surrender, return, and transfer title to (a) five E-175 aircraft identified by the U.S. Federal Aviation Administration numbers identified on Annex 1 to the proposed order (collectively, together with engines, all related Aircraft Records (as defined herein) and all related “equipment,” as described in section 1110(a)(3) of the Bankruptcy Code, the “FMS Aircraft”) for which Republic granted a security interest to FMS Wertmanagement (“FMS”), as senior lender, and Natixis, as junior lender, effective September 8, 2016 and (b) one E175 aircraft identified by the U.S. Federal Aviation Administration number identified on Annex 2 (collectively, together with engines, all related Aircraft Records (as defined herein) and all related “equipment,” as described in section 1110(a)(3) of the Bankruptcy Code, the “NXT Aircraft”) for which Republic granted a security interest to NXT Capital, LLC (“NXT”), effective September 23, 2016; (ii) pursuant to section 365 of the Bankruptcy Code and rule 6006 of the Federal Rules of Bankruptcy Procedure to reject the leases (the “Leases”) with Metropolitan Life Insurance Company (“Metlife,” and collectively with FMS and NXT, the “Aircraft Financiers”) effective on September 8, 2016 for three E-175 aircraft identified by the U.S. Federal Aviation Administration numbers identified on Annex 3 (collectively, together with engines, all related Aircraft Records and all related “equipment,” as described in section 1110(a)(3) of the Bankruptcy Code, the “MetLife Aircraft,” and together with the FMS Aircraft and the NXT Aircraft, the “Aircraft”); and (iii) pursuant to section 1110 of the Bankruptcy Code, to terminate and revoke the existing section 1110 agreements with respect to the Aircraft.

7. All nine of the Aircraft were previously flown under the Republic’s code-share agreement with American Airlines, Inc. (“American”), as successor by merger to US Airways, Inc. The Debtors are concurrently seeking this Court’s approval of a comprehensive

agreement to restructure Republic's codeshare agreements with American, which will reduce the number of E175 aircraft Republic is required to allocate to flying under such agreement.<sup>2</sup>

Accordingly, the Aircraft are no longer necessary for Republic's continuing operations.

**The FMS Aircraft**

8. On April 24, 2016, the Debtors filed the *Notice of Election Pursuant to 11 U.S.C. § 1110(a) With Respect to N104HQ, N105HQ, N106HQ, N107HQ and N108HQ* (the "FMS 1110 Election," ECF No. 426). Republic reserved the right to withdraw and revoke the FMS Election at any time. Republic will file a notice of withdrawal of the FMS 1110 Election on or before September 8, 2016.

**The MetLife Aircraft**

9. On April 25, 2016, the Debtors and MetLife entered the *Stipulation and Order Approving Section 1110(b) Extension for 109HQ, N110HQ and N111HQ* (the "MetLife Stipulation," ECF No. 449), which was entered by the Court on May 17, 2016 (ECF No. 566). Pursuant to the MetLife Stipulation, the 60-day period set forth in section 1110(a)(2) of the Bankruptcy Code was extended to June 23, 2016, subject to automatic thirty day extensions if the parties did not provide written notice of termination of the extension period. The 60-day period has been extended through September 21, 2016. The Debtors have provided written notice of termination pursuant to the terms of the MetLife Stipulation.

**The NXT Aircraft**

10. On April 25, 2016, the Debtors and NXT entered the *Stipulation and Order Approving Section 1110(b) Extension for N137HQ* (the "NXT Stipulation," ECF No.

---

2. See Debtor's Motion Pursuant to Sections 363(b) and 365(a) of the Bankruptcy Code and Bankruptcy Rules 6004, 6006 and 9019 for Authorization to (I) Assume Codeshare Agreement, as Amended, with American Airlines, Inc., (II) Enter Into Letter Agreement and Guarantee and (III) Settle Claims Between American Airlines, Inc. and the Debtors, filed on September 2, 2016.

450), which was entered by the Court on May 10, 2016 (ECF No. 549). Pursuant to the NXT Stipulation, the 60-day period set forth in section 1110(a)(2) of the Bankruptcy Code was extended to June 25, 2016, subject to automatic thirty day extension if the parties did not provide written notice of termination of the Extension Period. The 60-day period has been extended through September 23, 2016. The Debtors have provided written notice of termination pursuant to the terms of the NXT Stipulation.

### **Basis for Relief**

#### **I. The Surrender, Return, and Transfer of Title to the FMS and NXT Aircraft is in the Best Interests of Republic's Estates.**

11. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Whether a transfer of assets pursuant to section 363(b) of the Bankruptcy Code should be approved in a particular case is a matter left to the Court’s discretion, giving due consideration to the sound business judgment of the debtor. *See Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Thompson McKinnon Secs., Inc.*, 120 B.R. 301, 308 (Bankr. S.D.N.Y. 1990).

12. Each of the FMS and NXT Aircraft is subject to liens to secure Republic’s obligations under certain loan agreements. Republic has determined to surrender, return, and transfer title to the FMS and NXT Aircraft to the applicable secured party—rather than continue to make loan payments—because it has no use for the FMS and NXT Aircraft in its long term business plan. The FMS and NXT Aircraft are not part of Republic’s long term fleet plan and are not required under any of Republic’s agreements with its codeshare partners.

13. Accordingly, surrendering, returning, and transferring title to the FMS and NXT Aircraft to the applicable secured party will divest Republic of burdensome obligations and inure to the benefit of Republic, its creditors, and all parties in interest.

**II. Rejection of the Leases Is Supported by Republic's Business Judgment and Is in the Best Interests Of Republic's Estates.**

14. Section 365(a) of the Bankruptcy Code provides that a debtor in possession "subject to the court's approval, may assume or reject any . . . unexpired lease of the debtor." 11 U.S.C. § 365(a). The standard applied to determine whether the rejection of an unexpired lease should be approved is the business judgment standard. *See In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *see also In re Genco Shipping & Trading Ltd.*, 509 B.R. 455, 463 (Bankr. S.D.N.Y. 2014) ("A court will generally not second-guess a debtor's business judgment regarding whether the assumption or rejection of a contract will benefit the debtor's estates.").

15. Rejecting the Leases is a sound exercise of Republic's business judgment that will benefit Republic's estates and creditors. Republic and American have reached a settlement under which Republic will cease using the MetLife Aircraft. The MetLife Aircraft are not necessary under Republic's codeshare agreements with its other partners. Accordingly, the Leases provide no foreseeable economic benefit to Republic's estates and rejecting the Leases is a sound exercise of Republic's business judgment.

**Retrieval of Aircraft**

16. Republic has provided information on the annexes attached to the Order that will assist the Aircraft Financiers in retrieving the Aircraft. The Aircraft Financiers must remove such Aircraft from the location designated in the applicable exhibit.

17. To preserve the value of the Aircraft before the relevant Aircraft Financier takes possession, Republic will maintain its current insurance coverage and continue the existing storage maintenance program pursuant to the Debtors' FAA-approved maintenance program, if applicable, until the "Aircraft Coverage Termination Date." For purposes of this Motion, the Aircraft Coverage Termination Date shall be the earlier of: (i) the fifteenth (15th) day after the date of entry of the Order and (ii) the date on which the relevant Aircraft Financier takes possession of such Aircraft. Thereafter, Republic shall cease insuring and maintaining the Aircraft.

18. If the relevant Aircraft Financiers do not retrieve the Aircraft by the Aircraft Coverage Termination Date, such Aircraft Financier shall be responsible for the costs of storing such Aircraft and other attendant costs as determined by Republic, including the costs of insuring the relevant Aircraft. If an Aircraft Financier does not remove its Aircraft or make timely payments for storage, Republic may file a motion to compel removal of the Aircraft and payment of storage and other attendant costs

#### **Filing Proofs of Claim**

19. Republic proposes that the deadline to file any claims arising out of the rejection of the Leases effected pursuant to this motion be 5:00 p.m. prevailing Eastern Time on the date that is thirty (30) days after the date of the order approving this motion. Any claim not timely filed will be irrevocably barred.

#### **Records and Documents**

20. Upon entry of the proposed Order, or as soon as reasonably practicable thereafter, Republic shall make available to the Aircraft Financiers records and documents in its possession relating to the Aircraft (collectively, "Aircraft Records").

**Reservation of Rights**

21. Republic submits that nothing set forth herein shall be with prejudice to the rights, if any, of (i) any Aircraft Financier, as applicable, to assert a claim of any priority for damages for failure to comply or delay by Republic to satisfy all surrender, return, or turnover provisions with respect to any portion of the Aircraft or for improper or inadequate record keeping with respect to the Aircraft Records, or (ii) Republic or any other party to object to any such claims or their asserted priority; *provided, however*, that to the extent Republic and the applicable Aircraft Financier agree in writing (or have agreed in writing) that the Aircraft shall be returned or surrendered in a manner other than that specified in the Order, with respect to specific matters delineated in such agreement, the applicable Aircraft Financier shall not have any claim for damages relating to Republic's compliance with the such agreement in lieu of the requirements set forth in the applicable security agreement (but all other claims and priority rights (and defenses thereto) shall be fully preserved).

**Republic's Cooperation In Making Related FAA Filings**

22. Upon written request by an Aircraft Financier, Republic will cooperate reasonably with such Aircraft Financier with respect to the execution of, or provision of, information required for a lease termination document or other documentation, as appropriate, to be filed with the FAA in connection with such Aircraft. However, the requesting Aircraft Financier shall be solely responsible for all costs associated with such documentation and for the filing thereof with the FAA.

**Republic's Further Actions To Implement  
Approved Transfers and Rejections**

23. Republic submits that the foregoing is reasonable, in the best interests of the estates and all economic parties in interest, and should be approved in all respects. To



implement the foregoing, Republic seeks authorization to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate.

**Notice**

24. Notice of this motion is being provided in accordance with the Court's Case Management Order, dated March 2, 2016 (ECF No. 70), and upon filing with the Court, the application will be available for inspection on Republic's Case Website (located at <https://cases.primeclerk.com/RJET>). Republic submits that no other or further notice need be given.

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

WHEREFORE Republic respectfully requests entry of an order substantially in the form annexed hereto granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York  
September 2, 2016

/s/ Gary D. Ticoll  
Bruce R. Zirinsky  
Sharon J. Richardson  
Gary D. Ticoll  
ZIRINSKY LAW PARTNERS PLLC  
375 Park Avenue, Suite 2607  
New York, New York 10152  
(212) 763-0192  
bzirinsky@zirinskylaw.com  
srichardson@zirinskylaw.com  
gticoll@zirinskylaw.com

Christopher K. Kiplok  
Erin E. Diers  
HUGHES HUBBARD & REED LLP  
One Battery Park Plaza  
New York, New York 10004  
(212) 837-6000  
chris.kiplok@hugheshubbard.com  
erin.diers@hugheshubbard.com

*Attorneys for the Debtors and  
Debtors in Possession*

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

-----x

**In re** : **Chapter 11 Case No.**  
**REPUBLIC AIRWAYS HOLDINGS INC., et al.,** : **16-10429 (SHL)**  
**Debtors.<sup>1</sup>** : **(Jointly Administered)**

-----x

**ORDER GRANTING DEBTORS' FOURTH OMNIBUS MOTION PURSUANT TO  
11 U.S.C. §§ 363(b), 365 & 1110 AND FED. R. BANKR. P. 6006 FOR AN ORDER  
AUTHORIZING DEBTORS TO (I) TRANSFER TITLE TO AND SURRENDER  
CERTAIN OWNED AIRCRAFT AND (II) REJECT CERTAIN AIRCRAFT LEASES**

A hearing having been held on \_\_\_\_\_, 2016 (the "Hearing"), to consider the motion, dated September 2, 2016 (the "Motion"),<sup>2</sup> 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 363(b), 365 and 1110 of the Bankruptcy Code and rule 6006 of the Federal Rules of Bankruptcy Procedure, for entry of an order authorizing Debtors to (i) transfer title to certain owned aircraft and (ii) reject certain leases, as more fully described 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 Amended Standing Order of Reference 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

\_\_\_\_\_

1. The Debtors in these chapter 11 cases are the following entities: Republic Airways Holdings Inc.; Republic Airways Services, Inc.; Republic Airline Inc.; Shuttle America Corporation; 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.
2. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

of the Motion having been provided in accordance with the Court's Case Management Order dated March 2, 2016 (ECF No. 70), and it appearing that no other or further notice need be given; and upon the Motion, the papers in support thereof and the responses thereto, if any, the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the Motion satisfies the requirements of Fed. R. Bankr. P. 6006, and that the relief sought in the Motion is an exercise of sound business judgment, 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 hereby granted as provided herein; and it is further

ORDERED that, pursuant to section 363(b) of the Bankruptcy Code, Republic is authorized to transfer title to the FMS and NXT Aircraft to the applicable secured party as of the Effective Date listed on Annexes 1 and 2 hereto, without further order of the Court; and it is further

ORDERED that, pursuant to section 365 of the Bankruptcy Code and Fed. R. Bankr. P. 6006, Republic's rejection of each Lease as of September 8, 2016 is approved; and it is further

ORDERED that, pursuant to section 1110 of the Bankruptcy Code, the FMS 1110 Election is hereby withdrawn, revoked and terminated effective September 8, 2016; and it is further

ORDERED that Republic will as soon as reasonably practicable after date of entry of this Order make available all "records and documents" (as defined in section 1110(a)(3)(B) of the Bankruptcy Code) in its possession related to the Aircraft (collectively, the

“Aircraft Records”) to the applicable Aircraft Financier; and it is further

ORDERED that Republic shall surrender and return the Aircraft to the applicable Aircraft Financier at the locations provided in Annexes 1, 2 and 3 hereto and in accordance with the return and surrender procedures set forth in this Order, provided that Republic and the applicable Aircraft Financier may agree in writing that the Aircraft will be returned to or surrendered at another location(s) or according to other return or surrender procedures; and it is further

ORDERED that if any of the Aircraft happens to be non-serviceable, Republic is under no obligation to repair such Aircraft to make it serviceable; and it is further

ORDERED that this Order is without prejudice to the rights, if any, of (i) any Aircraft Financier to assert a claim of any priority for damages for failure to comply or delay by the Debtors to satisfy all surrender, return, or turnover provisions with respect to any portion of the Aircraft or for improper or inadequate record keeping with respect to the Aircraft Records, under the applicable security agreement or other operative documents or under the Bankruptcy Code (including, without limitation, section 1110(c)), including entitlement to debt service or damages, or an administrative expense claim with respect to debt service or damages, if any, or a claim for other contractual payments, including any indemnities, fees and expenses, if any, or (ii) the Debtors or any other party to object to any such claims or their asserted priority; *provided, however*, that to the extent Republic and an Aircraft Financier agree in writing (or have agreed in writing) that the Aircraft shall be returned or surrendered in a manner other than that specified in the Order, with respect to specific matters delineated in such agreement, the Aircraft Financier shall not have any claim for damages relating to Republic’s compliance with such agreement in lieu of the requirements set forth in the applicable security agreement (but all other

claims and priority rights (and defenses thereto) shall be fully preserved); and it is further

ORDERED that this Order is without prejudice to the rights, if any, of (i) the Debtor(s) to assert any claim or cause of action under the Bankruptcy Code or applicable law against the Aircraft Financiers for their failure to sell the Aircraft in a commercially reasonable manner as required by law, account to Republic and the Court for the proceeds, and return any surplus to Republic or (ii) the Aircraft Financiers to object to or assert any defense to any such claims; and it is further

ORDERED that, upon written request, Republic shall cooperate reasonably with each Aircraft Financier with respect to the execution of or provision of information required for a lease termination document or other documentation, as appropriate, to be filed with the FAA in connection with such Aircraft, but that the requesting Aircraft Financier shall be solely responsible for all costs associated with such documentation and for the filing thereof with the FAA; and it is further

ORDERED that Republic is authorized to and shall maintain its current insurance coverage and continue the existing storage maintenance program applicable to each item of Aircraft until the Aircraft Coverage Termination Date; *provided, however*, that Republic may maintain its current insurance coverage and continue the existing storage maintenance program for the Aircraft after the Aircraft Coverage Termination Date if the relevant Aircraft Financier so requests and agrees in writing to pay promptly all the costs of insurance and storage maintenance for such extended period; *provided, further*, that if there is such an extension of the Aircraft Coverage Termination Date, the Debtors shall not be subject to, and the Aircraft Financier shall not assert, any additional administrative expense claims (including without limitation adequate protection claims) as a result of such extension but all other bases for administrative claims

(including, without limitation, any failure by the Debtors to return all equipment by the extended Effective Date) (as well as all rights to object thereto) are fully preserved and reserved. For the purpose of this Order “Aircraft Coverage Termination Date” shall mean the earlier of (i) the fifteenth (15th) day after the date of entry of this Order and (ii) the date on which the relevant Aircraft Financier takes possession of such Aircraft; and it is further

ORDERED that on the Effective Date, the automatic stay of section 362(a) of the Bankruptcy Code shall not apply to the Aircraft or actions or proceedings taken by the applicable Aircraft Financier in connection therewith, including but not limited to providing notices, enforcing rights and taking remedies permitted under the relevant agreements and applicable non-bankruptcy law with respect to the Aircraft; and it is further

ORDERED that the deadline to file a proof of claim against the Debtors with respect to any claims arising out of any rejection effected pursuant to this Order shall be 5:00 p.m. prevailing Eastern Time on the date that is thirty (30) days after the date of this Order. Nothing contained in this Order shall be construed as a waiver by the Debtors or the Official Committee of Unsecured Creditors of the right to review any such claim and, where appropriate, object to the allowance of any or all of the claim; and it is further

ORDERED that Republic is authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the rejections approved hereby; and it is further

ORDERED that the Motion satisfies Rules 2002, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York  
\_\_\_\_\_, 2016

---

Honorable Sean H. Lane  
United States Bankruptcy Judge



**Annex 1 to Order: FMS Aircraft**

Row No., Debtor	Notice Parties	U.S. Reg. No	MSN	ESN #1	ESN #2	Location	Effective Date
1. Republic Airline Inc.	<p><u>Security Trustee:</u> Wells Fargo Bank Northwest, National Association 299 South Main Street 12th Floor Salt Lake City, UT 84111 Tel: (801) 246-5630 Fax: (801) 246-5053 Attn: Megan Giamalakis Megan.C.Giamalakis@wellsfargo.com</p> <p><u>Lender:</u> Natixis BP 4 - 75060 Paris Cedex 02 France Attention: Transportation Finance Tel: (011)33-1-58-19-36-95 Fax: (011)33-1-45-55-45-09 Natixis, New York Branch 1251 Avenue of the Americas New York, New York 10020 Attention: Benoist de Vimal Telephone: +1 (212) 891-6100 Telecopier: +1 (646) 282-2321</p>	N104HQ	17000160	GE-E193459	GE-E193462	Premier Aviation Overhaul Center Ltd 394 Hangar Road, Rome, New York 13441 Phone: (315) 838-1500 Fax: (315) 838-1555	9/8/16
2. Republic Airline Inc.	<p><u>Lender:</u> FMS Wertmanagement c/o DEPFA BANK pls New York Attn: Ms. Jasna Culic-Viskota and Mr. Peter Herberger Jasna.Culic-Viskota@depfa.com and peter.herberger@depfa.com</p> <p>With a copy to its counsel: Howard S. Beltzer, Esq. Christine A. Walsh, Esq. MAYER BROWN LLP 1221 Avenue of the Americas New York, New York 10020-1001 Telephone: (212) 506-2500 Fax: (212) 262-1910 hbeltzer@mayerbrown.com cwalsh@mayerbrown.com</p>	N105HQ	17000163	GE-E193468	GE-E193469		9/8/16
3. Republic Airline Inc.	<p><u>Lender:</u> FMS Wertmanagement c/o DEPFA BANK pls New York Attn: Ms. Jasna Culic-Viskota and Mr. Peter Herberger Jasna.Culic-Viskota@depfa.com and peter.herberger@depfa.com</p> <p>With a copy to its counsel: Howard S. Beltzer, Esq. Christine A. Walsh, Esq. MAYER BROWN LLP 1221 Avenue of the Americas New York, New York 10020-1001 Telephone: (212) 506-2500 Fax: (212) 262-1910 hbeltzer@mayerbrown.com cwalsh@mayerbrown.com</p>	N106HQ	17000164	GE-E193470	GE-E193471		9/8/16
4. Republic Airline Inc.	<p><u>Lender:</u> FMS Wertmanagement c/o DEPFA BANK pls New York Attn: Ms. Jasna Culic-Viskota and Mr. Peter Herberger Jasna.Culic-Viskota@depfa.com and peter.herberger@depfa.com</p> <p>With a copy to its counsel: Howard S. Beltzer, Esq. Christine A. Walsh, Esq. MAYER BROWN LLP 1221 Avenue of the Americas New York, New York 10020-1001 Telephone: (212) 506-2500 Fax: (212) 262-1910 hbeltzer@mayerbrown.com cwalsh@mayerbrown.com</p>	N107HQ	17000165	GE-E193473	GE-E193474		9/8/16
5. Republic Airline Inc.	<p><u>Lender:</u> FMS Wertmanagement c/o DEPFA BANK pls New York Attn: Ms. Jasna Culic-Viskota and Mr. Peter Herberger Jasna.Culic-Viskota@depfa.com and peter.herberger@depfa.com</p> <p>With a copy to its counsel: Howard S. Beltzer, Esq. Christine A. Walsh, Esq. MAYER BROWN LLP 1221 Avenue of the Americas New York, New York 10020-1001 Telephone: (212) 506-2500 Fax: (212) 262-1910 hbeltzer@mayerbrown.com cwalsh@mayerbrown.com</p>	N108HQ	17000166	GE-E193472	GE-E193475		9/8/16

**Annex 2 to Order: NXT Aircraft**

Row No., Debtor	Notice Parties	U.S. Reg. No	MSN	ESN #1	ESN #2	Location	Effective Date
<p>1. Republic Airline Inc.</p>	<p><u>Lender:</u> NXT Capital, LLC 1277 Treat Boulevard Suite 950 Walnut Creek, CA 94597 Attention: Senior Legal Officer Tel: (925) 953-1510 Fax: (925) 954-6469 Email: scott.stein@nxtcapital.com</p> <p>With a copy to its counsel:</p> <p>VEDDER PRICE P.C. 1633 Broadway, 47th Floor New York, New York 10019 Attention: Michael J. Edelman, Esq. Telephone: (212) 407-7700 Facsimile: (212) 407-7799 E-mail: MJEdelman @VedderPrice.com</p> <p>and</p> <p>VEDDER PRICE P.C. 222 North LaSalle Street, Suite 2600 Chicago, Illinois 60601 Attention: Douglas J. Lipke, Esq. Telephone: (312) 609-7500 Facsimile: (312) 609-5005 DLipke@VedderPrice.com</p>	<p>N137HQ</p>	<p>17000231</p>	<p>GE- E193618</p>	<p>GE- E193617</p>	<p>Premier Aviation Overhaul Center Ltd 394 Hangar Road, Rome, New York 13441 Phone: (315) 838-1500 Fax: (315) 838-1555</p>	<p>9/23/16</p>

**Annex 3 to Order: MetLife Aircraft**

Row No., Debtor	Notice Parties	U.S. Reg. No	MSN	ESN #1	ESN #2	Location	Effective Date	
1. Republic Airline Inc.	<p><u>Owner Participant</u> Metropolitan Life Insurance Company 10 Park Avenue, P. O. Box 1902 Morristown, New Jersey 07962 Attention: Director, Leveraged Leases Facsimile: (973) 355-4230</p>	<p><u>Lessor and Owner Trustee</u> Wells Fargo Delaware Trust Company 919 North Market Street, Suite 1600 Wilmington, Delaware 19801 Attention: Corporate Trust Administration, telephone (302) 575-2000 facsimile (302) 575-2006</p>	N109HQ	17000168	GE-E193478	GE-E193479	Premier Aviation Overhaul Center Ltd 394 Hangar Road, Rome, New York 13441 Phone: (315) 838-1500 Fax: (315) 838-1555	9/8/16
2. Republic Airline Inc.	<p>With a copy to: Metropolitan Life Insurance Company 10 Park Avenue, P. O. Box 1902 Morristown, New Jersey 07962 Attention: Investments (PRJV) Facsimile: (973) 355-4338</p>	<p>With a copy to its counsel: Peter S. Partee, Sr., Esq. Michael P. Richman, Esq. Robert A. Rich, Esq. HUNTON &amp; WILLIAMS LLP 200 Park Avenue New York, New York 10166 Telephone: (212) 309-1000 Facsimile: (212) 309-1100 ppartee@hunton.com mrichman@hunton.com rrich2@hunton.com</p>	N110HQ	17000172	GE-E193484	GE-E193489		9/8/16
3. Republic Airline Inc.			N111HQ	17000173	GE-E193499	GE-E193492		9/8/16