

**Presentment Date and Time: October 20, 2016 at 4:30 p.m. (Eastern Time)**  
**Objection Deadline: October 20, 2016 at 4:00 p.m. (Eastern Time)**

**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.,** : **16-10429 (SHL)**  
**Debtors.<sup>1</sup>** : **(Jointly Administered)**

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**NOTICE OF PRESENTMENT OF STIPULATION AND  
ORDER APPROVING SECTION 1110(b) EXTENSION FOR  
N104HQ, N105HQ, N106HQ, N107HQ AND N108HQ**

PLEASE TAKE NOTICE that Republic Airways Holdings Inc. and certain of its wholly-owned direct and indirect subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) will present the attached proposed stipulation and order (the “Order”) approving the Section 1110(b) extension for N104HQ, N105HQ, N106HQ, N107HQ and N108HQ to the Honorable Sean H. Lane, United States Bankruptcy Judge, for signature on **October 20, 2016 at 4:30 p.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Order (the “Objections”) must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and shall be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with General Order M-399 (which can be found at

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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.

<http://nysb.uscourts.gov>) and (b) by all other parties in interest, on a 3.5 inch disk, in text searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) the chambers of the Honorable Judge Sean H. Lane; (ii) the 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](mailto:bzirinsky@zirinskylaw.com)), Sharon J. Richardson, Esq. ([srichardson@zirinskylaw.com](mailto:srichardson@zirinskylaw.com)), and Gary D. Ticoll, Esq. ([gticoll@zirinskylaw.com](mailto: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](mailto:chris.kiplok@hugheshubbard.com)), John K. Hoyns, Esq. ([john.hoyns@hugheshubbard.com](mailto:john.hoyns@hugheshubbard.com)), and Gabrielle Glemann, Esq. ([gabrielle.glemann@hugheshubbard.com](mailto:gabrielle.glemann@hugheshubbard.com))), (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Brian Masumoto, Esq.), (iv) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019 (Attn: Brett H. Miller, Esq. ([bmiller@mofocom](mailto:bmiller@mofocom)), Todd M. Goren, Esq. ([tgoren@mofocom](mailto:tgoren@mofocom)), and Erica J. Richards, Esq. ([erichards@mofocom](mailto:erichards@mofocom))), (v) counsel to the Ad Hoc Equity Committee, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Adam C. Harris, Esq. ([adam.harris@srz.com](mailto:adam.harris@srz.com)), Lawrence V. Gelber, Esq. ([lawrence.gelber@srz.com](mailto:lawrence.gelber@srz.com)), and David M. Hillman, Esq. ([david.hillman@srz.com](mailto:david.hillman@srz.com))), and (vi) unless it is the party who filed such Objection, the Aircraft Parties set forth on Schedule 3 to the Order and their respective counsel, so as to be received no later than **October 20, 2016 at 4:00 p.m. (Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that unless Objections are received by the  
Objection Deadline, the Order may be signed.

Dated: New York, New York  
October 10, 2016

/s/ Gary D. Ticoll  
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Sharon J. Richardson  
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*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.,** : **16-10429 (SHL)**  
**Debtors.<sup>1</sup>** : **(Jointly Administered)**

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**STIPULATION AND ORDER APPROVING SECTION 1110(b)  
EXTENSION FOR N104HQ, N105HQ, N106HQ, N107HQ AND N108HQ**

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, the “Debtors”), Wells Fargo Bank Northwest, N.A. (the “Security Trustee”), FMS Wertmanagement AöR (the “Senior Lender”) and Embraer Finance Ltd., as assignee of Natixis (the “Junior Lender,” and collectively with Security Trustee and Senior Lender, each, an “Aircraft Party” and, collectively, the “Aircraft Parties”) hereby stipulate and agree as follows:

1. On February 25, 2016, each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Pursuant to certain financing arrangements with the Senior Lender (the “Senior Loans”) and with the Junior Lender (the “Junior Loans,” and together with the Senior Loans and related security agreements, the “Aircraft Agreements”), Republic Airline Inc.

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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.

(“Republic Airline”) granted security interests in (i) the aircraft and aircraft engines identified by U.S. Federal Aviation Administration numbers and manufacturer serial numbers identified on Schedule 1 hereto (the “Aircraft”), (ii) all appliances and spare parts installed thereon or appurtenant thereto (each as defined in section 1110(a)(3)(A)(i) of the Bankruptcy Code, the “Aircraft Parts”), and (iii) all records, logs and documents relating thereto (the “Aircraft Records” and, collectively with the Aircraft and the Aircraft Parts, the “Aircraft Equipment”).

3. The Aircraft Equipment constitutes “equipment” within the meaning of sections 1110(a)(3)(A)(i) and 1110(a)(3)(B) of the Bankruptcy Code. Accordingly, the Aircraft Equipment and the Aircraft Agreements are entitled to the protections of section 1110 of the Bankruptcy Code.

4. On April 24, 2016, in accordance with the *Order Authorizing the Debtors to (i) Enter into Agreements Under 11 U.S.C. § 1110(a), (ii) Enter into Stipulations to Extend the Time to Comply with 11 U.S.C. § 1110, and (iii) File Redacted Section 1110 Election Notices and Section 1110(b) Stipulations*, as entered on March 23, 2016 [ECF No. 212] (the “1110 Procedures Order”), the Debtors filed a notice of their election under section 1110(a) of the Bankruptcy Code to perform their respective obligations under the Aircraft Agreements [ECF No. 426] (the “1110 Election”). On September 8, 2016, the Debtors filed a notice of withdrawal of the 1110 Election [ECF No. 974] (the “1110 Election Withdrawal”). On September 22, 2016, the Bankruptcy Court entered the *Order Granting Debtors’ Fourth Omnibus Motion Pursuant to 11 U.S.C. §§ 363(b) & 1110 for an Order Authorizing Debtors to Transfer Title to and Surrender Certain Owned Aircraft* [ECF No. 1038] (the “Surrender Order”). As of the date hereof, the Aircraft Parties have not taken possession of the Aircraft Equipment.

5. The Debtors and the Aircraft Parties (other than the Security Trustee) have entered that certain Restructuring Agreement attached hereto as Schedule 2-A (the “Restructuring Agreement”) pursuant to which, subject to satisfaction or waiver of certain conditions precedent, (i) the Debtors and the Senior Lender have agreed (and the Senior Lender has instructed the Security Trustee) to amend certain provisions of the Senior Loans as set forth in the amendment attached hereto as Schedule 2-B (the “Senior Loan Amendment,” and the Senior Loans as amended by the Senior Loan Amendment, the “Amended Senior Loans”); (ii) the Debtors and the Junior Lender have agreed (and the Junior Lender has instructed the Security Trustee) to terminate and release the Junior Loans and the related liens for the Aircraft Equipment in accordance with the terms of the termination agreement attached hereto as Schedule 2-C (the “Junior Termination Agreement”); and (iii) the Debtors, the Senior Lender and the Junior Lender have agreed (and the Senior Lender and the Junior Lender have instructed the Security Trustee) to amend certain provisions of the Security Agreements (as such term is defined in the Restructuring Agreement) in accordance with the terms of the amendments attached hereto as Schedule 2-D through 2-H (the “Security Agreement Amendment,” and together with the Amended Senior Loans and the Junior Termination Agreement, the “Amended Aircraft Agreements”).

6. Accordingly, pursuant to section 1110(b) of the Bankruptcy Code, the Debtors and the Aircraft Parties have entered into this stipulation (together with any and all schedules attached hereto, the “Stipulation”) in order to (i) revoke the 1110 Election Withdrawal, (ii) to revoke the Surrender Order solely with respect to the Aircraft Equipment (as defined in this Stipulation), (iii) amend the Senior Loans in accordance with the Senior Loan Amendment, (iv) terminate the Junior Loans and allow the Allowed Claims (as defined herein) to the Junior

Lender in accordance with the Junior Termination Agreement, (v) amend the Security Agreements in accordance with the Security Agreement Amendment, and (vi) agree to apply the protections set forth in section 1110(a)(2) of the Bankruptcy Code, including the agreement of the Aircraft Parties not to exercise, or take any steps to exercise, any remedies under the Aircraft Agreements or to take possession of the Aircraft Equipment, effective [REDACTED]

[REDACTED]

[REDACTED] (such period, the "Section 1110 Period").

7. Accordingly, the Section 1110 Period is hereby extended for all purposes until [REDACTED], subject to earlier termination of the Section 1110 Period as follows (with the date of such termination, after giving effect to any notice period below, the "Termination Date"):

(A) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED];

(B) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED];

(C) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]; or

(D) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

8. Upon any early termination of the Section 1110 Period pursuant to Paragraph 7(A), such termination is without prejudice to the rights, if any, of (i) any Aircraft Party to assert claims (or to amend claims) of any kind, including secured claims and/or administrative expenses and/or priority claims, for damages in connection with surrender and return of the Aircraft, including, without limitation, for failure to comply or delay by the Debtors to satisfy all surrender, return, return location 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), irrespective of any written demand for possession), 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 and obligations, including any indemnities, fees and expenses, if any, or a claim with respect to any diminution in the value of the Aircraft occurring after the Commencement Date and prior to



September 6, 2016 (or such other date as agreed upon by the Debtors and the applicable Aircraft Party) or (ii) the Debtors or any other party to object to any such claims (or claim amendments) on any basis, including without limitation, validity, enforceability, asserted priority and/or amount.

9. Upon any early termination of the Section 1110 Period pursuant to Paragraphs 7(B), (C), (D):

(A) the Debtors shall (i) surrender and return the Aircraft and the Aircraft Parts to the Security Trustee or its designee (the "Return Party") in Rome, New York on or before ten (10) days after the Termination Date, or such other place and time as the Debtors and the Return Party may agree in writing; *provided*, that to the extent the Debtors and the Return Party agree in writing that the Aircraft shall be returned or surrendered in a manner other than that specified herein, with respect to specific matters delineated in such agreement, the Return Party shall not have any claims for damages relating to the Debtors' compliance with such agreement in lieu of the requirements set forth in the applicable security agreement), (ii) transfer title to the Aircraft to the Return Party as of the date on which the Return Party takes possession of such Aircraft as indicated in an executed delivery receipt for such Aircraft, (iii) as soon as reasonably practicable make available all Aircraft Records, including all "records and documents" (as described in Section 1110(a)(3)(B) of the Bankruptcy Code) in its possession or control related to the Aircraft and the Aircraft Parts, to the Return Party, (iv) maintain their current insurance coverage and continue their existing storage and maintenance programs applicable to each item of Aircraft Equipment

(collectively, the “Aircraft Coverage”) from the Termination Date through the date the Return Party takes possession of the Aircraft, as indicated in an executed delivery receipt for such Aircraft, subject to prompt reimbursement by the Senior Lender of all actual costs (without markup) allocable to such Aircraft for such extended period, *provided* that (x) the Debtors may cease to maintain the Aircraft Coverage at any time after thirty (30) days’ written notice to the Senior Lender and the Security Trustee and (y) the Debtors shall not be subject to, and the Aircraft Parties shall not assert, any additional administrative expense claims (including without limitation adequate protection claims) as a result of the Debtors’ maintenance of Aircraft Coverage, (v) be authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the surrender and transfer of title provided for herein, and (vi) upon written request, cooperate reasonably with the Return Party with respect to the execution of or provision of information required for documentation to be filed with the FAA in connection with such Aircraft, but the Return Party shall be solely responsible for all costs associated with such documentation and for the filing thereof with the FAA;

(B) if any of the Aircraft Equipment happens to be non-serviceable, the Debtors are under no obligation to repair such Aircraft to make it serviceable;

(C) the Debtors’ surrender and return of the Aircraft Equipment is without prejudice to the rights, if any, of (i) the Debtors to assert any claim or cause of action under the Bankruptcy Code or applicable law against the Return Party for its failure to sell the Aircraft Equipment in a commercially reasonable

manner as required by law, account to the Debtors and the Court for the proceeds, and return any surplus to the Debtors and (ii) the Return Party to object to or assert any claim or defense in regard to such sale;

(D) the Senior Lender and the Security Trustee shall retain (and this Stipulation shall be without prejudice to) the rights, if any, to assert claims (or to amend claims) of any kind or nature, including secured claims and/or administrative expense and/or priority claims, for damages in connection with the surrender and return of the Aircraft Equipment, including, without limitation, for failure to return the Aircraft and the Aircraft Parts in serviceable and airworthy condition or to provide Aircraft Coverage with respect thereto as provided herein, and the Debtors and other parties shall retain the right to object to said claims (or claim amendments) on any basis, including without limitation validity, enforceability, asserted priority, and/or amount; and

(E) on the Termination 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 Security Trustee or the Senior Lender in connection therewith, including but not limited to providing notices, enforcing rights and taking remedies permitted under the Amended Aircraft Agreements and applicable non-bankruptcy law with respect to the Aircraft Equipment.

10. The Aircraft Parties represent and warrant that they have full authority under the Aircraft Agreements and related controlling documents to enter into and perform this Stipulation and otherwise authorize the Debtors' continued use of the Aircraft Equipment. The Security Trustee is acting in connection with this Stipulation pursuant to a written direction

delivered by the other Aircraft Parties, in accordance with their rights under the Aircraft Agreements.

11. In consideration of the extension, the Debtors shall (i) revoke the 1110 Election Withdrawal, (ii) revoke the Surrender Order, (iii) pay to the Aircraft Parties the amounts set forth in the Restructuring Agreement and Amended Aircraft Agreements on the dates set forth therein and (iv) otherwise comply with their obligations under the Restructuring Agreement and Amended Aircraft Agreements. Such payments shall be made and applied in accordance with the terms of the Restructuring Agreement and Amended Aircraft Agreements, shall be credited against the Debtors' obligations thereunder and shall not be subject to disgorgement. The Debtors shall not be obligated to make, and the Aircraft Parties shall not seek, any payments with respect to the Aircraft Equipment during the Section 1110 Period, except as specifically provided in the Restructuring Agreement and Amended Aircraft Agreements.

12. In consideration of the termination and release of the Junior Loans and related liens and without limiting any other claims of the Junior Lender against any of the Debtors unrelated to the Restructuring Agreement and Amended Aircraft Agreements, the Debtors agree that Junior Lender shall have allowed general unsecured claims against Republic Airline, as Borrower, and RAH, as Guarantor (the "Allowed Claims") in the amount of \$6,869,458.65, and that each of the Allowed Claims is not subject to offset, subordination, attack or other challenge.

13. [REDACTED]

[REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED] The Debtors agree not to place the Aircraft Equipment into service more than thirty (30) days prior to the commencement of amortization payments under the Amended Senior Loans.

15. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. The parties hereby agree and acknowledge that this Stipulation does not constitute an election or an agreement by the Debtors under section 1110(a) of the Bankruptcy Code and nothing contained herein shall be construed as such an election or agreement. The parties also agree and acknowledge that this Stipulation does not constitute a reinstatement of the Amended Aircraft Agreements or an assumption by the Debtors of the Amended Aircraft Agreements under section 365 of the Bankruptcy Code (to the extent such section is applicable), and nothing contained herein shall be construed to constitute such a reinstatement or an assumption. The Aircraft Parties agree that they shall not assert in any judicial proceeding that this Stipulation constitutes either an agreement under section 1110(a) of the Bankruptcy Code or a reinstatement or an assumption under section 365 of the Bankruptcy Code.

17.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]

20. The Debtors and the Aircraft Parties agree that this Stipulation does not otherwise affect any term or provision of the Amended Aircraft Agreements or any rights or remedies under the Bankruptcy Code or other applicable law, in each case, except as expressly set forth in this Stipulation, and that the parties hereto reserve all of their respective rights, remedies and claims with respect thereto.

21. This Stipulation shall be binding upon (a) the Debtors and any trustee or examiner that may be appointed in the Debtors' pending chapter 11 cases, and their respective successors and assigns, (b) any chapter 7 trustee in the event that the above-captioned cases are converted to cases under chapter 7 of the Bankruptcy Code, (c) all creditors and other parties in interest in the above-captioned cases, and (d) the parties to this Stipulation, the Senior Loan

Amendment, and the Junior Termination Agreement, together with their respective successors and permitted assigns, including, without limitation, any transferee of the interest of any such person in the Aircraft Equipment or the Aircraft Agreements and any other person asserting an interest in the Aircraft Equipment under the Aircraft Agreements.

22. This Stipulation is subject to the final approval of the Bankruptcy Court. The Debtors shall promptly cause this Stipulation to be presented to the Bankruptcy Court for approval in accordance with the 1110 Procedures Order. Upon Bankruptcy Court approval, this Stipulation shall be effective as of the date it was filed with the Bankruptcy Court (the “Stipulation Effective Date”); *provided*, that, subject to the terms of the Restructuring Agreement, [REDACTED].

23. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

24. This Stipulation, together with section 1110 of the Bankruptcy Code and the Aircraft Agreements, each as modified pursuant to the terms of this Stipulation, the Restructuring Agreement, the Senior Loan Amendment, the Security Agreement Amendments, and the Junior Termination Agreement, contain the entire agreement between (a) the Aircraft Parties and (b) the Debtors, as to the subject matter hereof, and all understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter hereof are fully and completely extinguished and superseded by this Stipulation and the Aircraft Agreements as modified or otherwise affected hereby. In the event of any inconsistency between this Stipulation and either the Amended Aircraft Agreements or the 1110 Procedures Order, or between this Stipulation and the Debtors’ Motion with respect to



the 1110 Procedures Order, this Stipulation shall govern. This Stipulation shall not be altered, amended, modified, or otherwise changed, and the rights hereunder may not be waived, except by a writing dated subsequent to the date hereof and duly signed by each of the Aircraft Parties and the applicable Debtors party to the Aircraft Agreements, as amended.

25. To the extent nonbankruptcy law governs any provision of this Stipulation, this Stipulation shall be interpreted, and the rights and duties of the parties hereto shall be determined, in accordance with the laws of the State chosen by the Debtors and the Aircraft Parties in the Aircraft Agreements.

26. Unless otherwise specifically provided herein, all notices required or permitted by the terms of this Stipulation or the Restructuring Agreement shall be in writing, and any such notice shall become effective upon receipt by the addressee of such notice by certified mail (return receipt requested), overnight courier service, electronic mail, or facsimile to the following addresses, or such other addresses as the addressee shall provide in writing:

(A) If to the Debtors:

Zirinsky Law Partners PLLC  
375 Park Avenue, Suite 2607  
New York, New York 10152  
Attn: Bruce R. Zirinsky, Esq., Sharon J. Richardson, Esq., and Gary D. Ticoll, Esq.  
bzirinsky@zirinskylaw.com  
srichardson@zirinskylaw.com  
gticoll@zirinskylaw.com

-and-

Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, New York 10004  
Attn: Christopher K. Kiplok Esq., John K. Hoyns, Esq. and Gabrielle Glemann,  
Esq.  
chris.kiplok@hugheshubbard.com  
john.hoyns@hugheshubbard.com  
gabrielle.glemann@hugheshubbard.com

- (B) If to any Aircraft Party, then as is set forth on Schedule 3 hereto.
- (C) If to counsel to the statutory Committee of Unsecured Creditors:

Morrison & Foerster LLP  
250 West 55th Street  
New York, New York 10019  
Attn: Brett H. Miller, Esq., Todd M. Goren, Esq., and Erica J. Richards, Esq.  
BMiller@mofocom  
TGoren@mofocom  
ERichards@mofocom

[Remainder of page intentionally left blank.]

Dated: New York, New York  
October 10, 2016

/s/ Gary D. Ticoll  
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Sharon J. Richardson  
Gary D. Ticoll  
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erin.diers@hugheshubbard.com

*Attorneys for the Debtors and  
Debtors in Possession*

Dated: October 10, 2016

REPUBLIC AIRLINE INC.

By: 

Name: Lars-Erik Arnell

Title: Senior Vice President

REPUBLIC AIRWAYS HOLDINGS INC.


By: 

Name: Lars-Erik Arnell

Title: Senior Vice President

Dated: October 10, 2016

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, as Security  
Trustee

By:   
Name: **Kenneth P. Childs**  
Title: **Vice President**

Dated: October 10, 2016

**FMS WERTMANAGEMENT AöR,**  
as Senior Lender

By: FMS Wertmanagement Service GmbH,  
as Servicer and Attorney-In-Fact



By: THOMAS B. DRELLES  
**AUTHORIZED SIGNATORY**

Name: \_\_\_\_\_

Its: \_\_\_\_\_



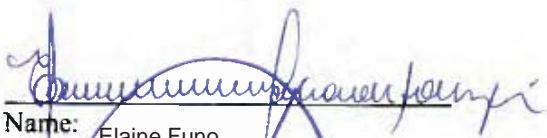
By: JONATHAN R. GROSS

Name: JONATHAN R. GROSS  
**AUTHORIZED SIGNATORY**

Its: \_\_\_\_\_

Dated: \_\_\_\_\_ October 10, 2016

EMBRAER FINANCE LTD.

By:   
Name: Elaine Funo  
Title: Director

By:   
Name: Paulo Estevão de Carvalho Tullio  
Title: Director

This Court having determined that the approval of the Stipulation is in the best interests of the Debtors, their estates and creditors, and it appearing that proper and adequate notice has been given and that no other or further notice is necessary, and upon the record herein, and after due deliberation thereon, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Stipulation and the transactions contemplated therein are APPROVED in their entirety and the Debtors are authorized and directed to enter into the transactions contemplated in the Stipulation.
2. The 1110 Election Withdrawal and the Surrender Order are hereby revoked solely with respect to the Aircraft Equipment (as defined in the Stipulation).
3. Notwithstanding any provision of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or the Local Rules of this Court to the contrary, this Order shall take effect immediately upon entry and in accordance with Paragraph 22 of the Stipulation, the Stipulation is hereby deemed effective as of the Stipulation Effective Date (as defined in the Stipulation).
4. The general unsecured non-priority pre-petition claims of the Junior Lender against each of Republic Airline Inc., as borrower, and Republic Airways Holdings Inc., as guarantor, in the amount provided in Paragraph 12 of the Stipulation are hereby allowed.

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

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Honorable Sean H. Lane  
United States Bankruptcy Judge



**SCHEDULE 1**

**AIRCRAFT EQUIPMENT**

<u>U.S. Registration Number</u>	<u>MSN</u>	<u>ESN #1</u>	<u>ESN #2</u>
N104HQ	17000160	GE-E193459	GE-E193462
N105HQ	17000163	GE-E193468	GE-E193469
N106HQ	17000164	GE-E193470	GE-E193471
N107HQ	17000165	GE-E193473	GE-E193474
N108HQ	17000166	GE-E193472	GE-E193475

**SCHEDULE 2-A**

**RESTRUCTURING AGREEMENT**

[REDACTED]

**SCHEDULE 2-B**

**AMENDMENT NO. 1 TO  
CREDIT AGREEMENT AND CREDIT SUPPLEMENTS  
(N104HQ, N105HQ, N106HQ, N107HQ and N108HQ)**

[REDACTED]

**SCHEDULE 2-C**

**TERMINATION AND RELEASE AGREEMENT OF JUNIOR CREDIT AGREEMENT  
AND CREDIT SUPPLEMENTS  
(N104HQ, N105HQ, N106HQ, N107HQ AND N108HQ)**

[REDACTED]

**SCHEDULE 2-D**

**AMENDMENT NO. 1 TO  
AIRCRAFT SECURITY AGREEMENT AND SECURITY AGREEMENT  
SUPPLEMENT  
(N104HQ)**

[REDACTED]

**SCHEDULE 2-E**

**AMENDMENT NO. 1 TO  
AIRCRAFT SECURITY AGREEMENT AND SECURITY AGREEMENT  
SUPPLEMENT  
(N105HQ)**

[REDACTED]

**SCHEDULE 2-F**

**AMENDMENT NO. 1 TO  
AIRCRAFT SECURITY AGREEMENT AND SECURITY AGREEMENT  
SUPPLEMENT  
(N106HQ)**

[REDACTED]

**SCHEDULE 2-G**

**AMENDMENT NO. 1 TO  
AIRCRAFT SECURITY AGREEMENT AND SECURITY AGREEMENT  
SUPPLEMENT  
(N107HQ)**

[REDACTED]



**SCHEDULE 2-H**

**AMENDMENT NO. 1 TO  
AIRCRAFT SECURITY AGREEMENT AND SECURITY AGREEMENT  
SUPPLEMENT  
(N108HQ)**

[REDACTED]

**SCHEDULE 3**

**Notice Information for Aircraft Parties**

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And a copy to its counsel:

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**Embraer Finance Ltd.**

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