

**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.**¹ : **(Jointly Administered)**
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**NOTICE OF FILING OF PLAN SUPPLEMENT IN CONNECTION
WITH THE DEBTORS’ SECOND AMENDED JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that in accordance with Section 15.8 of the *Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “Plan”), dated December 19, 2016 (ECF No. 1311), Republic Airways Holdings Inc. and certain of its wholly-owned direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the “Debtors”) hereby file the Plan Supplement, consisting of the following documents:²

Exhibit A	List of Initial Directors and Officers of Post-Effective Date Debtors
Exhibit B	Second Amended and Restated Certificate of Incorporation of Reorganized Republic Airways Holdings Inc.
Exhibit C	Third Amended and Restated Bylaws of Reorganized Republic Airways Holdings Inc.
Exhibit D	Stockholders’ Agreement of Reorganized Republic Airways Holdings Inc.
Exhibit E	List of Assumed Management Agreements
Exhibit F	Schedule 9.1 (Assumed Executory Contracts and Unexpired Leases)
Exhibit G	Schedule 11.12 (Retained Causes of Action)

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. The Plan provided that the terms of any Exit Financing, if any, would be disclosed in the Plan Supplement. The Debtors have determined that no Exit Financing is necessary.

PLEASE TAKE FURTHER NOTICE that the terms of the Management Equity Plan shall be determined following the Effective Date in accordance with the terms of the Amended Bylaws and Stockholders Agreement, as applicable.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to and part of the Plan, and, if the Plan is confirmed, shall be approved in the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that Exhibit F (Schedule 9.1) of the Plan Supplement sets forth important deadlines for counterparties to executory contracts or unexpired leases with the Debtors to respond to the Debtors' proposed assumption, proposed rejection, proposed cure, and proposed effective date of assumption or rejection. Counterparties to executory contracts or unexpired leases with the Debtors should review Exhibit F (Schedule 9.1) to determine how it may affect their executory contract or unexpired lease and their rights thereunder.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the confirmation of the Plan (and in conjunction therewith, approval of the Plan Supplement) (the "Confirmation Hearing") shall be held on **February 28, 2017 at 11:00 a.m. (Eastern Time)** before the Honorable Sean H. Lane, United States Bankruptcy Judge, in Room 701 of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), One Bowling Green, New York, New York 10004. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are not final, are subject to ongoing review and change, and remain subject to

approval in accordance with the Plan. Except as expressly provided in the Plan, the Debtors reserve the right to alter, amend, modify, or supplement any of the documents contained in the Plan Supplement any time up to and including the Effective Date of the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement can be viewed for free at the website for the Debtors' claims agent, Prime Clerk, LLC ("Prime Clerk"), at <https://cases.primeclerk.com/rjet/>. Additionally, copies of the Plan Supplement are available upon request by contacting Prime Clerk at 855-252-2304, by regular mail, hand or overnight delivery to RJET Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022 or via e-mail at RJETballots@primeclerk.com or by accessing the Bankruptcy Court's website: www.nysb.uscourts.gov. A PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at <http://www.pacer.psc.uscourts.gov>.

Dated: New York, New York
February 8, 2017

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EXHIBIT A

**INITIAL BOARD OF DIRECTORS OF POST-EFFECTIVE DATE DEBTORS
and
INITIAL OFFICERS OF POST-EFFECTIVE DATE DEBTORS**

Initial Reorganized Board:

Chairman: David Grizzle

David Grizzle is the Chief Executive Officer at Dazzle Partners LLC, a firm that specializes in developing value creating partnerships in the aviation industry. Until 2013, Mr. Grizzle was the Chief Operating Officer of the Air Traffic Organization at the Federal Aviation Administration where he led a team of 33,000 professionals and effectively managed the deployment of a \$9.8 billion budget to realign the operation in support of the emerging demands of new technology in aviation. Mr. Grizzle gained the bulk of his commercial aviation experience during his 23 years at Continental Airlines, where he led continual efforts focused on data-driven quality improvements as Senior Vice President of Customer Experience. Mr. Grizzle also serves on the Board of Trustees of The American University of Afghanistan. Mr. Grizzle received a J.D. from Harvard Law School and an A.B. in Government from Harvard College.

Members:

Bryan K Bedford

Bryan Bedford has more than 30 years of experience in the airline industry, with over two decades of experience at the Chief Executive Officer level. He joined Republic in 1999 as President and CEO, and in 2004 was appointed Chairman of the Board. Previously, Mr. Bedford served as President and CEO at both Mesaba Holdings Inc. and Business Express Airlines, Inc. He was recognized as the regional airline executive of the year in 1997, 2004, and again in 2009, and is a licensed pilot. Mr. Bedford received a B.S. in Accounting and Finance from Florida State University and completed the Masters Executive Program at the University of Minnesota.

John Fleming

John Fleming has over 50 years of manufacturing and labor relations experience. In 2015, Mr. Fleming retired from Ford Motor Co. as Executive Vice President of Manufacturing and Labor Affairs. His time at Ford Motor Co. spanned a 48-year period, where he had responsibility for over 80 manufacturing sites and oversaw a global workforce of over 130,000 employees. In 2016, Frost & Sullivan, the Global Growth Consulting and Partnership Company, appointed Mr. Fleming to the firm's Mobility practice to work on electrification and autonomous driving programs. Mr. Fleming holds an Honorary Degree from Johns Moore University in Liverpool, England.

Lori A. Gobillot

Lori Gobillot spent over 13 years in the airline industry with responsibility for various real estate and legal functions. While at Continental, Ms. Gobillot played an instrumental role in the formation, IPO, and ultimate sale of Orbitz, and later led the integration of Continental and United Airlines. In 2012 she established the consulting business Invista Advisors, providing services and solutions for legal, risk management, and compliance strategies. Ms. Gobillot also serves on the boards of both Bristow Group and Magellan Midstream Partners, LLP, where she is a member on the Compensation and Governance committees at both companies. Ms. Gibillot received a J.D. from The University of Texas School of Law and a B.B.A. in Statistics and Operations Research from University of Texas at Austin.

Glenn S. Johnson

Glenn Johnson has a deep background in the airline industry, having played a key role in the growth and development of Alaska Air Group over more than three decades. In addition to bringing sound experience as an independent financial expert as the prior Chief Financial Officer at Alaska Air Group, Mr. Johnson has direct regional airline experience, having served as the President of Horizon Air, the regional airline subsidiary of Alaska Air Group. Mr. Johnson began his career at Arthur Andersen and Co. prior to joining the airline industry. Mr. Johnson has served on several other boards throughout his career. Currently he serves on the board at Erickson, Inc. where he chairs the Audit committee, and he serves on the Board of Trustees at Central Washington University. Mr. Johnson received a B.A. in Business and Accounting from the University of Washington.

Barry W. Ridings

Barry Ridings has over 35 years of experience in debt and equity offerings, mergers and acquisitions, and corporate restructurings. Mr. Ridings joined Lazard Freres & Co. LLC in 1999, where he presently serves as Managing Director and Vice Chairman of U.S. Investment Banking. Previously, he served as Managing Director for nine years at Deutsche Banc Alex. Brown, and for four years at Drexel Burnham Lambert. Mr. Ridings has over two decades of board level experience and currently serves on the boards of Istar Inc., Siem Industries, and Ultrapetrol (Bahamas) Limited. He also serves on the Advisory Counsel for the Cornell University Johnson Graduate School of Business; serves as a trustee of both the Mu of Delta Kappa Epsilon Foundation and The Montclair Kimberly Academy; and is the Director of Catholic Charities of the Archdiocese of New York. Mr. Ridings received an M.B.A. in Finance from Cornell University and a B.A. Religion from Colgate University.

James E. Sweetnam

Mr. Sweetnam has over 35 years of experience with diversified industrial businesses. He is the former President and Chief Executive Officer of Dana Corporation, a global supplier of highly engineered drivetrain technologies with revenues of \$6.0 billion, from 2009 to 2010. Prior to that, Mr Sweetnam joined Eaton Corporation in 1997, where he was the President of the Truck Group, a \$2.5 billion global business . Before joining Eaton, Mr. Sweetnam spent 10 years with Cummins, Inc. where he served as Group Managing Director of Holset Engineering and as

President of Cummins Electronics, subsidiaries of Cummins. Mr. Sweetnam has served on numerous public boards during his career. In 2012 he was appointed to the board of SunCoke Energy, Inc and currently serves on the Audit and Compensation committees. He is also a director for LMI, (Logistics Management Institute), a federal government contractor. Mr. Sweetnam received an M.B.A. from Harvard University, and a B.S. in Applied Science and Engineering from the United States Military Academy at West Point.

Initial Reorganized Board Compensation:

Compensation payable to the Chair and Members of Reorganized Board are as follows:

Unless otherwise restricted by the Amended Certificate of Incorporation or the Amended Bylaws, the Reorganized Board shall have the authority to fix the compensation of the Directors. The Directors may be paid their expenses, if any, for attendance at each meeting of the Reorganized Board and may be paid a fixed sum for attendance at each meeting of the Reorganized Board or a stated salary as Director, or both. No such payment shall preclude any Director from serving Reorganized RAH in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation and expense reimbursement for attending committee meetings.

Initial Officers:

**President &
Chief Executive Officer:** **Bryan K. Bedford**

**Senior Vice President &
Chief Financial Officer:** **Joseph P. Allman**

Joe Allman has over 15 years of airline experience and joined Republic as Director of Finance in 2007, was appointed VP Controller in 2009, and SVP Chief Financial Officer in 2015. Mr. Allman is also a certified public accountant. He gained extensive experience applying his finance, accounting, and audit background to the airline and utility sectors while serving in management positions at London Witte Group LLC and Deloitte and Touche LLP. Mr. Allman received a B.S. in Management from the U.S. Coast Guard Academy, where he subsequently achieved the rank of Lieutenant.

**Senior Vice President of Operations
& Chief Operating Officer:** **Paul K. Kinstedt**

Paul Kinstedt has over 35 years of airline experience. Mr. Kinstedt joined Republic in 2002 as Director of System Operations Control (SOC), was appointed VP of SOC in 2006, and SVP of Operations in 2015. Prior to Republic he was VP Customer Service and Director Flight Control for Midway Airlines. Mr. Kinstedt received an M.B.A. from Illinois Benedictine College and a B.S. in Aviation Science from Parks College of Saint Louis University.

**Senior Vice President –
Chief Restructuring Officer:**

Lars-Erik Arnell

Lars Arnell joined Republic in 2002 as VP Corporate Development, and was appointed SVP Chief Restructuring Officer in 2016. Prior to Republic he held various financial positions in the transportation industry, including the Chief Financial Officer post at Burlington Motor Carriers, Inc. and Business Express Airlines, Inc., as well as several management positions within SAAB Aircraft Finance. Mr. Arnell received a B.S. in Finance from Linkoping University combined with an eighteen-month Management Trainee Program at SAAB.

**Senior Vice President &
Chief Administrative Officer:**

Matthew J. Koscal

Matt Koscal joined Republic in April 2014 as VP Human Resources, and was appointed SVP Chief Administrative Officer in 2016. Prior to Republic, Mr. Koscal spent over 15 years in the health care manufacturing industry with Takeda Pharmaceuticals and Abbott Laboratories, leading teams in commercial operations and finance. He received a B.S. in Management from Purdue University, and completed executive management programs at the Wharton School of Executive Education and the Center for Creative Leadership.

Vice President, General Counsel:

Ethan J. Blank

Ethan Blank joined Republic in 2012 as VP General Counsel. Mr. Blank has over 25 years of legal experience in several major New York law firms. He has participated in all aspects of complex transactions for major financial institutions, public companies, transportation carriers and international investors. Mr. Blank received a J.D. from Hofstra University School of Law and a B.A. in History from Cornell University.

Initial Officer Compensation:

As of the Effective Date, the Debtors will assume the amended Management Agreements listed in Exhibit E to the Plan Supplement. The base salary and annual incentive awards for each officer is set forth in RAH's Form 10-K/A, filed with the U.S. Securities and Exchange Commission on April 29, 2016. The amended agreements call for certain rights of the officer to terminate for good reason, including the failure of the Reorganized Debtors to establish a new long-term incentive program by November 15, 2017.

EXHIBIT B

**SECOND AMENDED AND RESTATED CERTIFICATE OF
INCORPORATION OF REPUBLIC AIRWAYS HOLDINGS INC.**

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
REPUBLIC AIRWAYS HOLDINGS INC.**

The undersigned hereby certifies that:

1. He is the duly elected and acting Senior Vice President and Secretary of this corporation.

2. That the name of this corporation is Republic Airways Holdings Inc. This corporation was originally incorporated pursuant to the Delaware General Corporation Law (the “DGCL”) on March 20, 1996, under the name Wexford III Corp., changed its name to Wexford Air Holdings Inc. on November 8, 1999, and again changed its name to Republic Airways Holdings Inc. on September 6, 2001.

3. The Second Amended and Restated Certificate of Incorporation of this corporation (this “Certificate of Incorporation”) shall be amended and restated to read in full as follows:

FIRST: NAME.

The name of this corporation is REPUBLIC AIRWAYS HOLDINGS INC.

SECOND: REGISTERED OFFICE AND AGENT.

The address of the registered office of this corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The name of its registered agent at such address is The Corporation Service Company.

THIRD: PURPOSE.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

FOURTH: CAPITAL STOCK.

Section 1. Authorized Shares. The total number of shares of stock which this corporation shall have the authority to issue is one million (1,000,000) shares, all of which shall be common stock, par value \$0.001 per share (“Common Stock”), which shall constitute the only class of stock of this corporation. Only one series and class of Common Stock shall be issuable.

Section 2. Common Stock. Except as otherwise required by law, the holders of the Common Stock shall exclusively possess all voting power. Except as otherwise provided in

Article FIFTEENTH, each stockholder shall be entitled to one (1) vote for each share of Common Stock held by such stockholder.

Section 3. Preferred Stock. This corporation shall not be authorized to issue any preferred stock.

FIFTH: PERPETUAL EXISTENCE.

This corporation is to have perpetual existence.

SIXTH: STOCKHOLDER MEETING; BOOKKEEPING; ELECTION OF DIRECTORS.

Meetings of stockholders may be held within or without the State of Delaware, as the bylaws of this corporation (the "Bylaws") may provide. The books of this corporation may be kept (subject to any provision of the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors of this corporation (the "Board") or in the Bylaws. Election of directors need not be by written ballot unless the Bylaws shall so provide.

SEVENTH: STOCKHOLDERS' ACTION BY WRITTEN CONSENT.

Stockholders may take action by written consent in lieu of any annual or special meeting of stockholders without a vote or written ballot if a consent or consents in writing, setting forth the action to be so taken, are executed by the holders of the outstanding Common Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and are delivered as required by law. This corporation shall use commercially reasonable efforts to give advance written notice (which may be the form of written consent) to all stockholders of any proposed action to be taken by written consent of the stockholders to the extent practicable; provided, that the failure by this corporation to give such advance written notice shall in no way affect the validity of any action taken pursuant to any such written consent.

EIGHTH: BOARD OF DIRECTORS.

Section 1. Size and Composition of the Board. The size and the composition of the Board shall be determined from time to time pursuant to the Bylaws.

Section 2. Term, Removal and Vacancy of Directors. (i) Any vacancies in the Board for any reason, including unfilled vacancies resulting from the removal of directors for any reason, and newly created directorships, may be filled by a vote of the stockholders representing at least a majority of the voting power of all outstanding shares of Common Stock of this corporation, and (ii) any individual director or the entire Board may be removed at any time, with or without cause, by a vote of the stockholders representing at least a majority of the voting power of all outstanding shares of Common Stock; provided, that if a director is to be removed pursuant to an

action by written consent of the stockholders, a form of such written consent shall be given to this corporation six (6) business days prior to its effective date, and this corporation shall use commercially reasonable efforts to deliver advance written notice of such written consent to all the other stockholders within one (1) business day of its receipt of such written consent; provided, further, that the failure by this corporation to give such advance written notice to the other stockholders shall in no way affect the validity of any action taken pursuant to any such written consent. All directors shall hold office until their resignation, removal or their successors shall have been elected and qualified.

NINTH: ARRANGEMENT WITH CREDITORS.

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of the DGCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

TENTH: AMENDMENT, ETC. OF CERTIFICATE OF INCORPORATION AND BYLAWS.

Section 1. Notwithstanding that a lesser percentage may be permitted from time to time by applicable law, no provision of this Certificate of Incorporation may be altered, amended or repealed in any respect, nor may any provision inconsistent herewith be adopted, unless such alteration, amendment, repeal or adoption is approved (i) first by the vote of a majority of the directors present at any meeting at which there is a quorum, and (ii) thereafter, by the vote of the stockholders representing at least two-thirds of the outstanding shares of Common Stock.

Section 2. Except as set forth in Section 3 of this Article TENTH, the Bylaws as then currently in effect may only be amended, altered, or repealed in any respect by the vote of the stockholders representing at least two-thirds of the outstanding shares of Common Stock, and (except as provided in Section 3 of this Article TENTH) the Board shall not have any right to amend, alter or repeal the Bylaws.

Section 3. The Bylaws may be amended or altered solely to make immaterial procedural or administrative amendments by the vote of either (i) a majority of the directors present at any meeting at which there is a quorum, or (ii) the stockholders representing at least a majority of the

outstanding shares of Common Stock; provided, that any such amendment does not affect or impair the substantive rights of any one or more stockholders.

Section 4. If any amendment is to be made to this Certificate of Incorporation or the Bylaws pursuant to an action by written consent of the stockholders in accordance with this Article TENTH, a form of such written consent shall be given to this corporation six (6) business days prior to its effective date, and this corporation shall use commercially reasonable efforts to deliver advance written notice of such written consent to all the other stockholders within one (1) business day of its receipt of such written consent; provided, that the failure by this corporation to give such written consent to the other stockholders shall in no way affect the validity of any action taken pursuant to any such written consent. If any amendment is to be made to the Bylaws pursuant to an action by written consent of the Board in accordance with this Article TENTH, a form of such written consent shall be given to this corporation six (6) business days prior to its effective date, and this corporation shall use commercially reasonable efforts to give advance written notice of such written consent (which shall contain the form of such written consent) to the stockholders within one (1) business day of its receipt of such written consent; provided, that the failure by this corporation to give such written consent to the stockholders shall in no way affect the validity of any action taken pursuant to any such written consent.

ELEVENTH: INDEMNIFICATION.

This corporation shall indemnify each person who is or was a director or officer of this corporation, or is or was serving at the request of this corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or is or was a director or officer of a foreign or domestic corporation that was a predecessor corporation of this corporation or another enterprise at the request of the predecessor corporation to the fullest extent permitted by Section 145 of the DGCL, as amended; provided, however, that this corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board or in accordance with the Bylaws. Persons who are not or were not directors or officers of the Corporation and are not or were not so serving at the request of this corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board or in accordance with the Bylaws. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, or vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and such indemnification shall continue as to a person who has ceased to be such a person and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of the foregoing paragraph by the stockholders of this corporation shall be prospective only, and shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of such repeal or modification.

TWELFTH: LIMITATION OF LIABILITY.

A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended after the date of incorporation of this corporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of this corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of this corporation existing at the time of such repeal or modification.

THIRTEENTH: FEDERAL AVIATION ACT COMPLIANCE.

Section 1. Definitions. The following definitions shall apply for purposes of this Article THIRTEENTH:

- (a) "Act" shall mean the Federal Aviation Act of 1958, re-codified as Title 49 United States Code (Transportation), as amended from time to time.
- (b) "Excess Shares" shall have the meaning set forth in Section 4(a) of this Article THIRTEENTH.
- (c) "Foreign Stock" shall mean the Voting Stock registered in the Foreign Stock Record.
- (d) "Foreign Stock Record" shall have the meaning set forth in Section 3(a) of this Article THIRTEENTH.
- (e) "Non-Citizen" shall mean a person or entity that is not (i) an individual who is a citizen of the United States, (ii) a partnership each of whose partners is an individual who is a citizen of the United States, or (iii) a corporation or association organized under the laws of the United States or a State, the District of Columbia, or a territory or possession of the United States, of which the president and at least two-thirds of the Board and other managing officers are citizens of the United States, which is under the actual control of citizens of the United States, and in which at least 75% of the voting interest is owned or controlled by persons that are citizens of the United States.
- (f) "Own or Control" or "Owned or Controlled", when used in reference to Voting Stock, shall mean (i) ownership of record, (ii) beneficial ownership, or (iii) the

power to direct, by agreement, agency or in any other manner, the voting of Voting Stock. Any determination by the Board as to whether Voting Stock is Owned or Controlled by a Non-Citizen shall be final.

- (g) “Permitted Foreign Ownership” shall mean the number of shares of Voting Stock in the aggregate that may be owned or controlled by Non-Citizens pursuant to the Act or pursuant to any United States statutory or United States Department of Transportation regulatory or interpretive restrictions on foreign ownership and control of this corporation, such that this corporation and any of its subsidiaries may or still be deemed “a citizen of the United States” as defined in 49 U.S.C. ss. 40102(a)(15), as amended, or in any successor provision.
- (h) “Voting Stock” shall mean the outstanding shares of capital stock of this corporation entitled to vote, including any such shares that would be entitled to vote but for the operations of this Article THIRTEENTH.

Section 2. Policy. It is the policy of this corporation that, consistent with the requirements of the Act or of any other United States statutory or United States Department of Transportation regulatory or interpretive restrictions on foreign ownership and control of this corporation, Non-Citizens shall not Own or Control more than the Permitted Foreign Ownership and, if Non-Citizens nonetheless at any time Own or Control more than the Permitted Foreign Ownership, the voting rights of the shares of Foreign Stock in excess of the Permitted Foreign Ownership shall be suspended in accordance with Section 4 of this Article THIRTEENTH.

Section 3. Foreign Stock Record.

- (a) Description. This corporation or any transfer agent designated by it shall maintain a separate stock record (the “Foreign Stock Record”) for purposes of registering Voting Stock Owned or Controlled by Non-Citizens. The Foreign Stock Record shall include (i) the name and nationality of each such Non-Citizen, (ii) the number of Voting Stock Owned or Controlled by such Non-Citizen, and (iii) the date of registration of such shares in the Foreign Stock Record.
- (b) Registration. This corporation shall register in the Foreign Stock Record shares of Voting Stock that this corporation determines are Owned or Controlled by one or more Non-Citizens. Such shares shall be registered in the Foreign Stock Record in chronological order based on the date and time of the written request for determination by this corporation of the status of any such Voting Stock. This corporation may rely on such certifications or other evidence it deems appropriate in determining the citizenship status of any person and, by way of illustration but not limitation, this corporation may presume that Voting Stock is Owned or Controlled by a Non-Citizen and may register such Voting Stock in the Foreign Stock Record if the registered holder thereof has an address located outside the United States.
- (c) Confirmation of Citizenship. This corporation from time to time may require the holder of record of any Voting Stock to confirm the citizenship status of the

person or persons who Own or Control that Voting Stock by executing such certificates and providing such other evidence that this corporation determines is reasonably necessary for that purpose. If the holder of record of shares of Voting Stock fails to confirm or provide evidence to the satisfaction of this corporation that such shares are not Owned or Controlled by one or more Non-Citizens, this corporation shall be entitled, but not obligated, to register those shares in the Foreign Stock Record.

Section 4. Suspension of Voting Rights.

- (a) Suspension. If at any time the number of shares of Foreign Stock exceeds the Permitted Foreign Ownership, the voting rights of shares of Foreign Stock shall automatically be suspended, in the reverse chronological order of the dates and times of registry of such shares in the Foreign Stock Record, until the voting rights of a sufficient number thereof shall have been suspended so that the number of shares of Foreign Stock that continues to have voting rights equals the greatest whole number that is less than or equal to the Permitted Foreign Ownership. The particular shares of Foreign Stock that shall have their voting rights suspended are referred to collectively as the “Excess Shares”.
- (b) Reinstatement. If, while the voting rights of any shares of Foreign Stock are suspended, this corporation determines that the number of shares of Foreign Stock that have voting rights is less than the Permitted Foreign Ownership, voting rights shall automatically be reinstated for shares of Foreign Stock as to which voting rights have been suspended, in the reverse order in which the voting rights thereof were suspended under Section 4(a) of this Article THIRTEENTH, until the maximum number of shares of Foreign Stock, not exceeding the Permitted Foreign Ownership, shall have voting rights. Voting rights also shall automatically be reinstated for any shares of Foreign Stock that have suspended voting rights if such shares are transferred to a person or entity that is not a Non-Citizen.

Section 5. Administrative Matters and Effectiveness.

- (a) Quorum. Except as otherwise provided or required by law, the presence, in person or by proxy, of the holders of record of shares of Voting Stock entitling the holders thereof to cast a majority of the voting power of all shares of Voting Stock (after giving effect to the reduction of voting rights set forth in Section 4 of this Article THIRTEENTH) shall constitute a quorum at all meetings of stockholders of this corporation, and any quorum requirement or any requirement for stockholder approval shall be determined after giving effect to the reduction in voting rights set forth in Section 4 of this Article THIRTEENTH.
- (b) Severability. If any section or lesser provision of this Article THIRTEENTH is determined to be invalid, void, illegal or unenforceable, then the remaining sections and provisions of this Article THIRTEENTH shall continue to be valid and enforceable and in no way be affected, impaired or invalidated.

- (c) Effectiveness. The limitations on the rights of the holders of shares of Voting Stock and the other limitations and rights of this corporation set forth in this Article THIRTEENTH shall be effective notwithstanding any other provision of this Certificate of Incorporation but only for so long as this corporation or any of its subsidiaries (i) is subject to any restriction on the ownership of Voting Stock by Non-Citizens, or (ii) if not then subject to any restriction on the ownership of Voting Stock by Non-Citizens, intends to reinstate any license, franchise or operating certificate or authority lost as a result of a restriction on the ownership of Voting Stock by Non-Citizens within a reasonable time after ceasing to hold the same.

FOURTEENTH: PRE-EMPTIVE RIGHT.

Section 1. Definitions. The following definitions shall apply for purposes of this Article FOURTEENTH:

- (a) “Affiliate” means, with respect to any Person, (i) any Person directly or indirectly Controlling, Controlled by or under common Control with such Person, (ii) any Person directly or indirectly owning or Controlling 25% or more of any class of outstanding voting securities of such Person, or (iii) any officer, director, general partner or trustee of any such Person described in clause (i) or (ii).
- (b) “Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required to close.
- (c) “Change of Control” means (i) the sale of all or substantially all of the assets of this corporation or any of its subsidiaries (as applicable) to an Independent Third Party, (ii) a sale resulting in more than 50% of the capital stock being held by any Person, or (iii) a merger, consolidation, recapitalization or reorganization of this corporation or any of its subsidiaries (as applicable) with or into any Person that results in the inability of the stockholders, or any member or members of the respective stockholders, to designate or elect a majority of the Board (or the board of directors of the resulting entity or its parent company).
- (d) “Control”, including the terms “controlled by” and “under common control with”, means the power to direct the affairs of a Person by reason of ownership of voting securities, by contract or otherwise.
- (e) “Equity Securities” means any and all shares of capital stock and any securities of this corporation or any of its subsidiaries (as applicable) convertible into, or exchangeable or exercisable for, such shares, and options, warrants or other rights to acquire such shares.
- (f) “Excluded Securities” means Equity Securities issued in connection with (i) a grant, or any related issuance, to any existing or prospective consultants, employees, officers or directors pursuant to any stock option, employee stock purchase or similar equity-based plans or other compensation agreement, (ii) any

acquisition by this corporation or any of its subsidiaries (as applicable) of the stock, assets, properties or business of any Person, (iii) any merger, consolidation or other business combination involving this corporation or any of its subsidiaries (as applicable), (iv) the commencement of any IPO or any transaction or series of related transactions involving a Change of Control, (v) a stock split, stock dividend or any similar recapitalization, or (vi) an issuance by any subsidiary of this corporation to this corporation or a wholly-owned subsidiary of this corporation.

- (g) “Exercise Period” has the meaning set forth in Section 2(c) of this Article FOURTEENTH.
- (h) “Exercising Stockholder” has the meaning set forth in Section 2(d) of this Article FOURTEENTH.
- (i) “Independent Third Party” means, with respect to any stockholder, any Person who is not an Affiliate of such stockholder.
- (j) “IPO” shall mean the closing, at any time after the Effective Date, of an (i) underwritten public offering of shares of capital stock of this corporation or any of its subsidiaries (or of any other entity exchanged for shares of capital stock of this corporation or any of its subsidiaries in anticipation of an IPO) pursuant to an effective registration statement under the Securities Act of 1933 (as amended) or, if the IPO takes place in a jurisdiction other than the United States, in compliance with applicable securities laws in the jurisdiction in which the IPO is undertaken, or (ii) admission of all or a portion of the shares of capital stock of this corporation or any of its subsidiaries (or of any other entity exchanged for shares of capital stock of this corporation or any of its subsidiaries in anticipation of an IPO) to trading on an exchange.
- (k) “Issuance Notice” has the meaning set forth in Section 2(b) of this Article FOURTEENTH.
- (l) “New Securities” has the meaning set forth in Section 2(a) of this Article FOURTEENTH.
- (m) “Non-Exercising Stockholder” has the meaning set forth in Section 2(d) of this Article FOURTEENTH.
- (n) “Over-allotment Exercise Period” has the meaning set forth in Section 2(d) of this Article FOURTEENTH.
- (o) “Over-allotment Notice” has the meaning set forth in Section 2(d) of this Article FOURTEENTH.
- (p) “Person” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint stock company, trust,

unincorporated organization, government or any agency or political subdivisions thereof.

- (q) “Pre-emptive Stockholder” has the meaning set forth in Section 2(a) of this Article FOURTEENTH.
- (r) “Pro Rata Portion” means, with respect to any Pre-emptive Stockholder, on any issuance date for New Securities, the number of New Securities equal to the product of (i) the total number of New Securities to be issued on such date and (ii) the fraction determined by dividing (x) the number of shares of capital stock owned by such Pre-emptive Stockholder immediately prior to such issuance by (y) the fully diluted number of shares of capital stock immediately prior to such issuance.

Section 2. Pre-Emptive Right.

- (a) This corporation hereby grants to each stockholder of this corporation (each, a “Pre-emptive Stockholder”) the right to purchase up to its Pro Rata Portion of any new Equity Securities (other than any Excluded Securities) (the “New Securities”) that this corporation or any of its subsidiaries (as applicable) may from time to time propose to issue or sell to any Person.
- (b) This corporation shall give written notice (an “Issuance Notice”) of any proposed issuance or sale described in Section 2(a) of this Article FOURTEENTH to the Pre-emptive Stockholders within five (5) Business Days following any meeting of the Board at which any such issuance or sale is approved. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Securities and shall set forth the material terms and conditions of the proposed issuance, including: (i) the number and description of the New Securities proposed to be issued and the percentage of the outstanding Equity Securities such issuance would represent; (ii) the proposed issuance date, which shall be at least thirty (30) days from the date of the Issuance Notice; and (iii) the proposed cash purchase price per share.
- (c) Each Pre-emptive Stockholder shall for a period of thirty (30) days following the receipt of an Issuance Notice (the “Exercise Period”) have the right to elect irrevocably to purchase its Pro Rata Portion of the New Securities at the purchase price set forth in the Issuance Notice by delivering a written notice to this corporation. The closing of any purchase by any Pre-emptive Stockholder shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice.
- (d) No later than five (5) Business Days following the expiration of the Exercise Period, this corporation shall notify each Pre-emptive Stockholder in writing of the number of New Securities that each Pre-emptive Stockholder has agreed to purchase (including, for the avoidance of doubt, where such number is zero (0)) (the “Over-allotment Notice”). Each Pre-emptive Stockholder exercising its right

to purchase its Pro Rata Portion of the New Securities (an “Exercising Stockholder”) shall have a right of over-allotment such that if any other Pre-emptive Stockholder fails to exercise its right under this Section 2 of this Article FOURTEENTH to purchase its Pro Rata Portion of the New Securities (each, a “Non-Exercising Stockholder”), such Exercising Stockholder may purchase its Pro Rata Portion of such Non-Exercising Stockholder’s allotment by giving written notice to this corporation within five (5) Business Days of receipt of the Over-allotment Notice (the “Over-allotment Exercise Period”).

- (e) If any Pre-emptive Stockholder fails to purchase its allotment of the New Securities within the time period set forth in Section 2(c) of this Article FOURTEENTH and after the expiration of the Over-allotment Exercise Period, this corporation shall be free to complete, or to cause any of its applicable subsidiaries to complete (as applicable), the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Pre-emptive Stockholders failed to exercise the option set forth in this Section 2 of this Article FOURTEENTH on terms no less favorable to this corporation or any of its applicable subsidiaries (as applicable) than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by this corporation may be reduced); provided, that (i) such issuance or sale is closed within sixty (60) Business Days after the expiration of the Over-allotment Exercise Period, and (ii) for the avoidance of doubt, the price at which the New Securities are sold is at least equal to than the purchase price described in the Issuance Notice. In the event this corporation or any of its applicable subsidiaries (as applicable) has not sold such New Securities within such time period, this corporation shall not, or shall cause its applicable subsidiaries not to, thereafter issue or sell any New Securities without first again offering such securities to the stockholders of this corporation in accordance with the procedures set forth in this Section 2 of this Article FOURTEENTH.
- (f) Upon the issuance of any New Securities in accordance with this Section 2 of this Article FOURTEENTH, this corporation shall deliver, or shall cause to be delivered, to each Exercising Stockholder certificates (if any) evidencing the New Securities. Each Exercising Stockholder shall deliver to this corporation the purchase price for the New Securities purchased by it by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, without limitation, entering into such additional agreements as may be necessary or appropriate, including providing customary representations regarding the status of the Exercising Stockholder as an “accredited investor” under the federal securities laws and otherwise to substantiate that the issuance constitutes a valid private placement under all applicable securities laws.
- (g) The provisions of this Article FOURTEENTH may be waived with respect to any issuance by the holders of two-thirds of the outstanding shares of Common Stock.

FIFTEENTH: NON-ISSUANCE OF NON-VOTING CAPITAL STOCK.

Notwithstanding anything to the contrary, to the extent prohibited by Section 1123(a)(6) of the United States Bankruptcy Code (the “Bankruptcy Code”) as in effect on the date of filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware, this corporation shall not issue non-voting capital stock; provided, however, the foregoing restriction shall: (i) have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code; (ii) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to this corporation; and (iii) in all events may be amended or eliminated in accordance with applicable laws as from time to time may be in effect.

SIXTEENTH: RESTRICTED ACTIONS

Section 1. This corporation shall not, and shall cause each of its subsidiaries not to, take any of the following actions without the prior approval of the stockholders representing at least two-thirds of the outstanding Common Stock:

- (a) (i) merge, consolidate with or into, engage in a share exchange with, or otherwise consummate any business combination transaction with, any other person, or (ii) sell, transfer, lease or otherwise dispose of all or substantially all of the assets of this corporation or any of its subsidiaries;
- (b) initiate or take any action for the liquidation, dissolution or winding up of this corporation or any of its subsidiaries;
- (c) reclassify, modify or amend the terms of any existing equity securities of this corporation or any of its subsidiaries; or
- (d) enter into any contract, agreement, arrangement or commitment to do or engage in any of the foregoing.

SEVENTEENTH: EXCLUSIVE FORUM.

Except for (i) actions in which the Court of Chancery in the State of Delaware concludes that an indispensable party is not subject to the jurisdiction of the Delaware courts, and (ii) actions in which a federal court has assumed exclusive jurisdiction of a proceeding, any derivative action brought by or on behalf of this corporation, and any direct action brought by a stockholder against this corporation or any of its directors or officers, alleging a violation of the DGCL, this Certificate of Incorporation or the Bylaws or breach of fiduciary duties or other violation of Delaware decisional law relating to the internal affairs of this corporation, shall be brought in the Court of Chancery in the State of Delaware, which shall be the sole and exclusive forum for such proceedings; provided, however, that this corporation may consent to an alternative forum for any such proceedings upon the approval of the Board.

EIGHTEENTH: WAIVER OF SECTION 203.

This Company shall not be subject to or governed by the provisions of Section 203 of the DGCL, or any amendments or successor provisions thereto.

NINETEENTH: WAIVER OF CORPORATE OPPORTUNITY DOCTRINE.

This Company renounces, in accordance with Section 122(17) of the DGCL, any application of the corporate opportunity doctrine in respect of the stockholders of this corporation.

This second amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the DGCL. This second amendment and restatement was duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the DGCL.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by the
Vice President and Secretary of this corporation on this [●] day of [●], 2017.

Name:

Title:

EXHIBIT C

**THIRD AMENDED AND RESTATED BYLAWS OF REPUBLIC AIRWAYS
HOLDINGS INC.**

**THIRD AMENDED AND RESTATED
BYLAWS
OF
REPUBLIC AIRWAYS HOLDINGS INC.**

**ARTICLE I
OFFICES**

Section 1.01. Registered Office. The registered office of Republic Airways Holdings Inc. (the “Corporation”) in the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of its registered agent shall be The Corporation Service Company.

Section 1.02. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as majority of the members (each, a “Director”) of the Board of Directors of the Corporation (the “Board”) may from time to time determine or the business of the Corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 2.01. Annual Meeting. The annual meeting of stockholders for the election of Directors and to transact such other business as may properly come before the meeting shall be held at such place, within or without the state of Delaware, if any, on such date, and at such time as may be determined by the Board and stated in the notice of the meeting. At each annual meeting, in addition to the election of Directors, the stockholders shall provide an advisory vote on the reasonableness of the compensation of the executive management of the Corporation.

Section 2.02. Special Meeting. Special meetings of the stockholders of the Corporation may be called at any time by or at the direction of the Board, the chairman of the Board (the “Chairman”) or the Chief Executive Officer. The Board, the Chairman or the Chief Executive Officer, as the case may be, calling a special meeting of the stockholders shall set the date, time and place of such meeting which may be held within or without the state of Delaware. In addition, a special meeting of the stockholders, for any purpose or purposes, may be called upon the written request of the holders of at least 15% of the shares then issued and outstanding and entitled to vote on the matters to be voted upon at the special meeting. Written notice of a special meeting of stockholders, stating the time, place and purpose or purposes thereof, shall be given to each stockholder of record entitled to vote thereat, not less than ten (10) days before the meeting, unless a shorter period of time is permitted under applicable law.

Section 2.03. Notice of Meeting.

(a) Notice of the place, if any, date and time of all meetings of the stockholders, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining the stockholders entitled to notice of the meeting) and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote on any proposal being considered at such meeting as of the record

date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by law. In the case of a special meeting, the purpose or purposes for which the meeting is called also shall be set forth in the notice. Notice may be given personally, by mail or by electronic transmission in accordance with Section 232 of the General Corporation Law of the State of Delaware (the “DGCL”). If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to each stockholder of record at such stockholder’s address appearing on the books of the Corporation or given by the stockholder for such purpose. Notice by electronic transmission shall be deemed given as provided in Section 232 of the DGCL. An affidavit of the mailing or other means of giving any notice of any stockholders’ meeting, executed by the Secretary, Assistant Secretary or any transfer agent of the Corporation giving the notice, shall be prima facie evidence of the giving of such notice or report. Notice shall be deemed to have been given to all stockholders of record who share an address if notice is given in accordance with the Section 233 of the DGCL.

(b) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the place, if any, date and time thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally called, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote on any proposal to be considered at any such adjourned meeting. If, after the adjournment, a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 2.07, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date for notice of such adjourned meeting.

(c) Notice of any meeting of stockholders may be waived in writing, either before or after the meeting, and to the extent permitted by law, will be waived by any stockholder by attendance thereat, in person or by proxy, except when the person objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.04. Organization.

(a) Meetings of stockholders shall be presided over by the Chairman, or in his or her absence by a chairman chosen by a majority of the Board, provided, that the chairman so temporarily chosen by the Board shall be an Independent Director. The Secretary, or in his or her absence, an Assistant Secretary, or in the absence of the Secretary and all Assistant Secretaries, a person whom the chairman or temporary chairman of the meeting shall appoint, shall act as Secretary of the meeting and keep a record of the proceedings thereof. “Independent Director” shall be a person other than (i) an officer, employee, agent of, or a consultant or advisor to, the Corporation or any of its subsidiaries (each, a “Subsidiary” and collectively the “Subsidiaries”) (or any immediate family member of such individual) or (ii) an individual (or any immediate family member of such individual), having a material relationship with the Corporation or any Subsidiary (either directly or as a partner, material shareholder, officer, employee or agent of, or a consultant or advisor to, an organization that has a material

relationship with the Corporation or any Subsidiary). Without limiting the foregoing, a person would not qualify as an Independent Director if: (x) such person does not comply with the director independence requirements of Section 303A.02 of the NYSE Company Manual as the same are in effect as of the date hereof or as modified or recodified from time to time after the date hereof; or (y) such person is, or has been within the last two (2) years, an employee of any stockholder that beneficially owns 5% or more of the common stock (“Common Stock”) of the Corporation.

(b) The Board shall be entitled to make such reasonable rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board, if any, the chairman or temporary chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such reasonable acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies and such other persons as the chairman or temporary chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting and matters which are to be voted on by ballot.

Section 2.05. List of Stockholders. The officer who has charge of the stock ledger shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order and shall show the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (a) on a reasonably accessible electronic network, provided, that the information required to gain access to such list is provided with the notice of meeting, or (b) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.05 or to vote in person or by proxy at any meeting of stockholders.

Section 2.06. Quorum. The holders of a majority of the shares of the Corporation’s capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation of the

Corporation (the “Certificate of Incorporation”). If a quorum is not present or represented at any meeting of stockholders, then the chairman or temporary chairman of the meeting or the holders of a majority in voting power of the stock entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time in accordance with Section 2.07, without notice other than announcement at the meeting and except as provided in Section 2.03(b), until a quorum is present or represented. If a quorum initially is present at any meeting of stockholders, the stockholders may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, but if a quorum is not present at least initially, no business other than adjournment may be transacted.

Section 2.07. Adjourned Meeting. Any annual or special meeting of stockholders, whether or not a quorum is present, may be adjourned for any reason from time to time by either the chairman of the meeting or the holders of a majority in voting power of the stock entitled to vote thereat, present in person or represented by proxy. At any such adjourned meeting at which a quorum may be present, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.08. Voting.

(a) Each holder of stock of the Corporation entitled to vote at any meeting of stockholders shall be entitled to one (1) vote for each share of such stock held of record by such holder on all matters submitted to a vote of stockholders of the Corporation.

(b) When a quorum is present at any meeting of the stockholders, the vote of the holders of a majority of the shares of the Common Stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, of the Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 2.09. Fixing Record Date. Except as otherwise provided herein, the Board may fix in advance a date, which shall not be more than sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, nor more than sixty (60) days preceding the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of Common Stock shall go into effect, or a date in connection with obtaining a consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of Common Stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, any such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid. If no such record date is fixed, (a) the Board may fix a new record date for determination of stockholders

entitled to vote at the adjourned meeting, and in such case, shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting, and (b) the record date for determining stockholders entitled to receive payment of any dividend or distribution shall be at the close of business on the day on which the Board adopts the resolutions relating thereto.

Section 2.10. Proxies. Every person entitled to vote for Directors, or on any other matter, shall have the right to do so either in person or by one or more agents authorized by a written proxy, which may be in the form of a telegram, cablegram or other means of electronic transmission, signed by the person and filed with the Secretary before, or at the time of, the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be deemed signed if the stockholder's name is placed on the proxy by the stockholder or the stockholder's attorney-in-fact. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by filing another duly executed proxy bearing a later date with the Secretary of the Corporation. A proxy is not revoked by the death or incapacity of the maker unless, before the vote is counted, written notice of such death or incapacity is received by the Corporation. If a proxy shall designate two (2) or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one (1) be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

Section 2.11. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own Common Stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares of the Corporation's capital stock.

Section 2.12. Notice of Stockholder Business and Nominations.

(a) **Timely Notice.** At a meeting of the stockholders, only such nominations of persons for the election of Directors and such other business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, nominations or such other business must be: (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board or any committee thereof, (ii) otherwise properly brought before the meeting by or at the direction of the Board or any committee thereof in accordance with the provisions of this Section 2.12 and Section 3.02, or (iii) otherwise properly brought before an annual meeting by a stockholder who is a stockholder of record of the Corporation at the time such notice of meeting is delivered, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 2.12. In addition, any proposal of business (other than the nomination of persons for election to the Board) must be a proper matter for stockholder action. For business (other than Director

nominations and elections, which shall be governed by Section 3.02(b)) to be properly brought before an annual meeting by a stockholder, the stockholder or stockholders of record intending to propose the business (the “Proposing Stockholder”) must have given timely notice thereof pursuant to this Section 2.12(a) or Section 2.12(b), as applicable, in writing to the Secretary even if such matter is already the subject of any notice to the stockholders from the Board. To be timely, a Proposing Stockholder’s notice must be delivered to or mailed and received at the principal executive offices of the Corporation: (x) not later than the close of business on the thirtieth (30th) day, nor earlier than the close of business on the one-hundred-twentieth (120th) day in advance of the anniversary of the previous year’s annual meeting if such meeting is to be held on a day which is not more than thirty (30) days in advance of the anniversary of the previous year’s annual meeting or not later than seventy (70) days after the anniversary of the previous year’s annual meeting; and (y) with respect to any other annual meeting of stockholders, the close of business on the tenth (10th) day following the date on which notice was given with respect to such meeting.

(b) Other Stockholder Proposals. For all business (other than Director nominations and elections, which shall be governed by Section 3.02(b)), a Proposing Stockholder’s notice to the Secretary shall set forth as to each matter the Proposing Stockholder proposes to bring before the annual meeting a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting.

(c) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation’s notice of meeting.

(d) Effect of Noncompliance. Notwithstanding anything in these Bylaws to the contrary: (i) no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this Section 2.12, and (ii) unless otherwise required by law, if a Proposing Stockholder intending to propose business at an annual meeting pursuant to this Section 2.12 does not provide the information required under this Section 2.12 to the Corporation promptly following the later of the record date for voting, or the Proposing Stockholder (or a qualified representative of the Proposing Stockholder) does not appear at the meeting to present the proposed business or nominations, such business or nominations shall not be considered, notwithstanding that proxies in respect of such business or nominations may have been received by the Corporation. The requirements of this Section 2.12 shall apply to any business to be brought before an annual meeting by a stockholder. The requirements of this Section 2.12 are included to provide the Corporation notice of a stockholder’s intention to bring business before an annual meeting and shall in no event be construed as imposing upon any stockholder the requirement to seek approval from the Corporation as a condition precedent to bringing any such business before an annual meeting.

Section 2.13. Meetings by Remote Communications. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the DGCL. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication (a) participate in a meeting

of stockholders and (b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication; provided, that (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

ARTICLE III BOARD OF DIRECTORS

Section 3.01. Powers. The business and affairs of the Corporation shall be managed by its Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 3.02. Number, Election and Term.

(a) The Board shall be composed of seven (7) Directors, all of whom, except the Chief Executive Officer, shall be Independent Directors. The Chief Executive Officer of the Corporation, while serving in such capacity, shall at all times be entitled to serve as a member of the Board.

(b) At each annual meeting of stockholders after the Effective Date, the nominations of persons for election of Directors shall be as recommend by the Nominating Committee (as defined in Section 4.04), which nominees shall consist of the Chief Executive Officer and six (6) Independent Director candidates each year and, following approval of such slate by a majority of the Board, the Board shall, after establishing the required record date, provide timely notice (the "Nomination Notice") to each stockholder of record of the proposed nominees, which Nomination Notice shall be sent at least sixty (60) calendar days prior to the date of any such proposed annual meeting. If the stockholders fail to deliver executed written consents that are effective to elect the proposed slate within fifteen (15) calendar days following the receipt of the Nomination Notice, each stockholder that beneficially owns 5% or more of the Common Stock may elect to provide an alternative candidate for one or more of the nominees proposed for election by the Nominating Committee (other than the Chief Executive Officer); provided, that any stockholder of record doing so must deliver notice to the Corporation at least ten (10) calendar days prior to the proposed meeting date, and the Corporation must thereafter promptly deliver a copy of the same to each stockholder of record, which notice must include reasonably detailed background information with respect to each such proposed alternative candidate. If one or more of the proposed nominees are contested by a stockholder in accordance with this Section 3.02(b), the Board may elect to replace any contested candidate with the alternative candidate recommended by a contesting stockholder. In the event the Nominating Committee accepts all of the alternative candidates suggested by the stockholders in accordance with this Section

3.02(b), the Board may proceed with the annual meeting. In the event the Board does not accept all of the alternative candidates, the Board shall provide prompt written notice to such contesting stockholder within five (5) calendar days who may then, at its sole discretion and within fifteen (15) calendar days, elect to (i) solicit written consents with respect to the annual election of Directors or (ii) notify the Board that it would like to proceed with an annual meeting where ballots can be cast by the stockholders (with a plurality of the votes determining the election of Directors). In the event that the contesting stockholder elects to solicit written consents in accordance with clause (i) of this Section 3.02(b), it will have a period of thirty (30) calendar days to complete the procedure of soliciting written consents prior to the calling of an annual meeting. In the event that the contesting stockholder elects to notify the Board that it would like to proceed with an annual meeting in accordance with clause (ii) of this Section 3.02(b), such stockholder must promptly deliver notice to the Corporation, and the Corporation must thereafter promptly deliver a copy of the same to each stockholder of record, which notice must include reasonably detailed background information with respect to each of the alternative candidates suggested by the contesting stockholder in accordance with this Section 3.02(b). With respect to any meeting pursuant to clause (ii) of this Section 3.02(b), the Board shall not solicit any proxies. If none of the proposed candidates are contested within fifteen (15) days following the delivery of the Nomination Notice, the Board may proceed with an annual meeting. For the avoidance of doubt, the above nomination and election process shall not affect any stockholders' right to remove any director with or without cause at any time or the stockholders' right to fill any vacancies on the Board through the solicitation of written consents or the separate calling of a special meeting (and any such removal and/or election shall be effective notwithstanding any failure to comply with any of the procedures set forth in this Section 3.02), in each case as otherwise provided for herein, by law or in the Certificate of Incorporation.

Section 3.03. Chairman of the Board. Following the Effective Date, the Chairman shall be selected annually (on the date corresponding to thirty (30) business days after each annual meeting of stockholders after the Effective Date) by the Board from among the then current Independent Directors on the Board.

Section 3.04. Vacancies, Additional Directors, and Removal From Office. If any vacancy occurs in the Board caused by death, resignation, retirement, disqualification or removal from office, with or without cause, of any Director, or for any other reason or if any new directorship is created by an increase in the number of Directors, then (i) in the event such vacancy occurs by removal from office by the stockholders, the Board shall use commercially reasonable efforts to provide written notice (a "Vacancy Notice") to each stockholder of record of such vacancy within five (5) calendar days, or (ii) in the event such vacancy occurs for any other reason not specified in clause (i), the Nominating Committee shall promptly recommend persons qualified as Independent Directors to fill the vacancy or newly created directorship and, following the approval of any one or more of such proposed candidates by a majority vote of the Board (without giving effect to any vacancy then existing on such Board), the Board shall use commercially reasonable efforts to provide a Vacancy Notice to each stockholder of record of such vacancy, which notice shall include background information on any such proposed candidate(s) to fill such vacancy, which such Vacancy Notice shall be given to stockholders within thirty (30) calendar days of the occurrence of such vacancy. If the stockholders fail to deliver validly executed written consents within thirty (30) calendar days following the Vacancy Notice (the "Vacancy Consent Period") to elect any Independent Director to fill the vacancy or

newly created directorship (which may or may not be one of the candidates selected by the Nominating Committee), the Nominating Committee will solicit names of candidates to fill any such vacancy from each stockholder that then beneficially owns 5% or more of the Common Stock, for a period of fifteen (15) calendar days from the expiration of the Vacancy Consent Period (the “Vacancy Nomination Period”). The Nominating Committee will then review such potential nominees and send a notice (the “Vacancy Nomination Notice”) to the stockholders of the proposed nominee(s) within five (5) calendar days following the expiration of the Vacancy Nomination Period. The Board then may proceed with a special meeting or solicit written consents with respect to the appointment of a new Director to fill any such vacancy proposing the candidates recommended by the stockholders so long as such candidates are qualified, provided, that the Nominating Committee’s proposed nominee(s) will in no way be binding upon the vote of the stockholders of record at such special meeting and any stockholder may cast its vote for any nominee. For the avoidance of doubt, the above process will not affect the stockholders’ right to remove any director with or without cause and/or elect directors by written consent at any time (and any such removal and/or election shall be effective notwithstanding any failure to comply with any of the procedures set forth in this Section 3.04), as otherwise provided for herein or in the Certificate of Incorporation. In addition, any failure of the Corporation to provide any notice or otherwise comply with the provisions of this Section 3.04 shall not impact the validity of any action taken by the stockholders in accordance with the requisite vote requirements. Any Director so elected shall serve for the remainder of the full term of the other then current Independent Directors and until his or her successor shall be elected and qualified.

Section 3.05. Resignations and Removals.

(a) Any Director may resign at any time upon notice given in writing or by electronic transmission to the Board, the Chairman or the Secretary. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board, the Chairman or the Secretary, as the case may be. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Removal of Directors shall be pursuant to the Certificate of Incorporation.

Section 3.06. Regular and Annual Meetings. Unless otherwise provided by written consent of the Board, an annual meeting of the Board for the election of officers shall be held, with notice, at such time or place as the Board may fix by resolution. The Board may provide, by resolution, the time and place, within or without the State of Delaware, for the holding of regular meetings of the Board without notice other than such resolution.

Section 3.07. Special Meeting. A special meeting of the Board shall be called by the Secretary on the written request of any two (2) Directors or by the Chairman or the Chief Executive Officer. The authorized persons so requesting any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

Section 3.08. Boards of Directors of Subsidiaries. The Corporation shall cause the composition of the boards of directors of all Subsidiaries, other than Carmel Finance 2015, LLC, to be the same as the composition of the Board. Unless where separate meetings are necessary or

appropriate for corporate governance purposes, the Board and the boards of directors of all Subsidiaries shall hold joint meetings.

Section 3.09. Notice of Special Meeting. Written notice of special meetings of the Board shall be given to each Director, if by mail, addressed to such Director at his or her residence or usual place of business, at least five (5) days before the date on which such meeting is to be held, or shall be sent to such Director at such place by telecopy, telegraph, electronic transmission or other form of recorded communication, or be delivered personally or by telephone, in each case at least twenty-four (24) hours prior to the time of such meeting. Any Director may waive notice of any meeting in writing. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 3.10. Participation in Meetings by Telephone Conference. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by means of telephone conference or other means of communication by which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

Section 3.11. Quorum. A majority of the number of Directors then serving shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the Board, the Chairman or a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. If a quorum initially is present at any meeting of Directors, the Directors may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, upon resolution of at least a majority of the required quorum for that meeting prior to the loss of such quorum.

Section 3.12. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof as provided in Article IV of these Bylaws, may be taken without a meeting, if a written consent thereto is signed, either in writing or electronically, by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or such committee.

Section 3.13. Rules and Regulations. The Board may adopt such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation or these Bylaws for the conduct of its meetings and management of the affairs of the Corporation as the Board shall deem proper.

Section 3.14. Compensation. Directors, as such, shall not be entitled to any stated salary for their services unless voted by the stockholders or the Board; but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board or any meeting of a committee of Directors. No provision of these Bylaws shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 3.15. Emergency. In the event of any emergency, disaster or catastrophe, as referred to in Section 110 of the DGCL, or other similar emergency condition, as a result of which a quorum of the Board or a standing committee of the Board cannot readily be convened for action, then the Director(s) in attendance at the meeting shall constitute a quorum. Such Director(s) in attendance may further take action to appoint one or more of themselves or other Directors to membership on any standing or temporary committees of the Board as they shall deem necessary and appropriate.

ARTICLE IV COMMITTEE OF DIRECTORS

Section 4.01. Designation, Powers and Name. The Board may, by resolution, designate one or more committees, including, if the Board shall so determine, an Executive Committee and a Compensation Committee, each such committee to consist of two (2) or more Directors. Each committee shall have and may exercise such of the powers of the Board in the management of the business and affairs of the Corporation as may be provided in such resolution. Each committee may authorize the seal of the Corporation to be affixed to all papers that may require it. The Board may designate one (1) or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board.

Section 4.02. Minutes. Each committee of Directors shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 4.03. Compensation. Members of special or standing committees may be allowed compensation for attending meetings, if the Board shall so determine.

Section 4.04. Nominating Committee. The Corporation shall have at all times a nominating committee elected annually by the Board and composed of at least three (3) Independent Directors (the "Nominating Committee").

Section 4.05. Audit Committee. The Corporation shall have at all times an Audit Committee elected annually by the Board and composed of at least three (3) Independent Directors.

ARTICLE V NOTICE

Section 5.01. Methods of Giving Notice. Whenever under the provisions of applicable statutes, the Certificate of Incorporation or these Bylaws, notice is required to be given to any Director, member of any committee, or stockholder, at least twenty-four (24) hours' notice of meetings shall be given if given in person or by telephone, telegraph, telex, facsimile or other electronic transmission and at least five (5) days' notice of meetings shall be given if given in writing and delivered by courier or by postage prepaid mail. Such notice shall be deemed given when sent or given to any mail or courier service or company providing electronic transmission service.

Section 5.02. Written Waiver. Whenever any notice is required to be given under the provisions of an applicable statute, the Certificate of Incorporation, or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VI OFFICERS

Section 6.01. Officers. The officers of the Corporation shall be a Chairman (if such office is created by the Board), a Chief Executive Officer, a President, one or more Vice Presidents, any one or more of which may be designated Executive Vice President or Senior Vice President, a Secretary and a Treasurer. The Board may appoint such other officers and agents, including Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers, in each case as the Board shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. Any two (2) or more offices may be held by the same person. No officer shall execute, acknowledge, verify or countersign any instrument on behalf of the Corporation in more than one capacity, if such instrument is required by law, by these Bylaws or by any act of the Corporation to be executed, acknowledged, verified, or countersigned by two (2) or more officers. Except as expressly provided in these Bylaws or the Certificate of Incorporation, none of the officers need be a Director, and none of the officers need be a stockholder of the Corporation.

Section 6.02. Election and Term of Office. The officers of the Corporation shall be elected by the Board. If such election is not held at the meeting held annually for the election of officers, such officers may be so elected at any subsequent regular meeting or at a special meeting called for that purpose, in the same manner as above provided. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a Director in the case of the Chairman.

Section 6.03. Removal and Resignation. Any officer or agent elected or appointed by the Board may be removed without cause by the affirmative vote of a majority of the Board

whenever, in its judgment, the best interests of the Corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the Corporation without prejudice to the contractual rights, if any, of the Corporation under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.04. Vacancies. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 6.05. Compensation. The compensation of all officers and agents of the Corporation shall be fixed by the Board or pursuant to its direction; and no officer shall be prevented from receiving such compensation by reason of his also being a Director.

Section 6.06. Chairman of the Board. The Chairman shall preside at all meetings of the Board or of the stockholders of the Corporation. The Chairman shall formulate and submit to the Board or the Executive Committee matters of general policy for the Corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the Board or the Executive Committee.

Section 6.07. Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall in general supervise and control the business and affairs of the Corporation. He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board. The Chief Executive Officer shall keep the Board and the Executive Committee fully informed and shall consult them concerning the business of the Corporation. He may sign with the Secretary or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts, or other instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these Bylaws or by the Board to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the Corporation to vote, all shares of stock of any other corporation standing in the name of the Corporation and in general he shall perform all other duties normally incident to the office of Chief Executive Officer and such other duties as may be prescribed by the stockholders, the Board, or the Executive Committee from time to time. The Chief Executive Officer will at all times be a Director.

Section 6.08. President. Unless otherwise designated by the Board, and subject to the supervisory powers of the Chief Executive Officer (if the Chief Executive Officer is not the President), and subject to such supervisory powers and authority as may be given by the Board to the Chairman, and/or to any other officer, the President shall be the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board, the President shall have the responsibility for the general management and the control of the business and affairs of the Corporation and the general supervision and direction of all of the

officers, employees and agents of the Corporation (other than the Chief Executive Officer, if the Chief Executive Officer is an officer other than the President) and shall perform all duties and have all powers that are commonly incident to the office of President or that are delegated to the President by the Board.

Section 6.09. Vice Presidents. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the Corporation. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President, the Board or the Executive Committee.

Section 6.10. Secretary. The Secretary shall (a) keep the minutes of the meetings of the stockholders, the Board and committees of Directors, (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law, (c) be custodian of the corporate records and of the seal of the Corporation, and see that the seal of the Corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws, (d) keep or cause to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder, (e) sign with the President, or an Executive Vice President or Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board, (f) have general charge of the stock transfer books of the Corporation, and (g) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, the Board or the Executive Committee.

Section 6.11. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation, (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 6.15, (c) prepare, or cause to be prepared, for submission at each regular meeting of the Board, at each annual meeting of the stockholders, and at such other times as may be required by the Board, the President or the Executive Committee, a statement of financial condition of the Corporation in such detail as may be required, and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President, the Board or the Executive Committee.

Section 6.12. Assistant Secretary and Assistant Treasurer. The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President, the Board or the Executive Committee. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his or her office. The Assistant Secretaries may sign, with the President or a

Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by a resolution of the Board. The Assistant Treasurers shall respectively, if required by the Board, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

Section 6.13. Chief Financial Officer. Subject to the direction of the Board and the President, the Chief Financial Officer shall perform all duties and have all powers that are commonly incident to the office of Chief Financial Officer and such other duties as may be prescribed by the Board or the Executive Committee.

Section 6.14. Additional Matters. The Chief Executive Officer and the Chief Financial Officer of the Corporation shall have the authority to designate employees of the Corporation to have the title of Vice President, Assistant Vice President, Assistant Treasurer or Assistant Secretary. Any employee so designated shall have the powers and duties determined by the officer making such designation. The persons upon whom such titles are conferred shall not be deemed officers of the Corporation unless so designated by the Board.

Section 6.15. Checks; Drafts; Evidences of Indebtedness; Deposits. From time to time, the Board shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes, bonds, debentures or other evidences of indebtedness that are issued in the name of or payable by the Corporation, and only the persons so authorized shall sign or endorse such instruments. The officers of the Corporation shall deposit all funds of the Corporation not otherwise employed to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 6.16. Contracts. Subject to the provisions of Section 6.01, the Board may authorize any officer, officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

ARTICLE VII CERTIFICATES OF STOCK

Section 7.01. Issuance. The shares of the Corporation shall be represented by certificates or may be uncertificated. Any holder of uncertificated shares, upon request, shall be entitled to have a certificate for shares of the Corporation so held. Any shares of the Corporation represented by certificates shall be in such form as may be determined by the Board, shall be issued in numerical order and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. Any other signature on the certificate may be a facsimile if any certificate is countersigned by (a) a transfer agent other than the Corporation or any employee of the Corporation, or (b) a registrar other than the Corporation or any employee of the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences, and relative participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to

represent such class of stock; provided, that, except as otherwise provided by statute, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in the case of a lost, stolen, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and with such indemnity, if any, to the Corporation as the Board may prescribe. Certificates shall not be issued representing fractional shares of stock.

Section 7.02. Lost Certificates. The Board may direct a new certificate or certificates to be issued in place of any certificate(s) theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate(s), the Board may, in its discretion and as a condition precedent to the issuance thereof, require (a) the owner of such lost, stolen or destroyed certificate(s), or his legal representative, to advertise the same in such manner as the Corporation may determine, (b) such owner to give the Corporation a bond in such sum as the Corporation may determine is sufficient to indemnify it against any claim that may be made against the Corporation with respect to the certificate(s) alleged to have been lost, stolen or destroyed, or (c) both. Notwithstanding anything to the contrary in these Bylaws, the Corporation shall not be required to issue a new certificate or any certificate at all, if the Corporation has determined that such shares shall be uncertificated.

Section 7.03. Transfers. Transfers of uncertificated shares of the Corporation shall be made upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books. Transfers of shares shall be made only on the books of the Corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the Corporation or the Transfer Agent.

Section 7.04. Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of the Corporation's capital stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 7.05. Regulations. The Board may make such additional rules and regulations as it may deem expedient concerning the issue, transfer and registration of shares of stock of the Corporation.

ARTICLE VIII DIVIDENDS

Section 8.01. Declaration. Dividends with respect to the shares of the Corporation's capital stock, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting, pursuant to applicable law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

Section 8.02. Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board shall think conducive to the interest of the Corporation, and the Board may modify or abolish any such reserve in the manner in which it was created.

ARTICLE IX INDEMNIFICATION

Section 9.01. Authorization of Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative and whether by or in the right of the Corporation or otherwise (a "proceeding"), by reason of the fact that he or she is or was a Director or officer of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, partner (limited or general) or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to an employee benefit plan, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor to the Corporation by merger or otherwise) to the fullest extent authorized by, and subject to the conditions and (except as provided herein) procedures set forth in the DGCL, as the same exists or may hereafter be amended (but any such amendment shall not be deemed to limit or prohibit the rights of indemnification hereunder for past acts or omissions of any such person insofar as such amendment limits or prohibits the indemnification rights that said law permitted the Corporation to provide prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. Persons who are not Directors or officers of the Corporation and are

not so serving at the request of the Corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board.

Section 9.02. Advancement of Expenses. To the fullest extent not prohibited by law, the indemnification conferred in Section 9.01 also shall include the right to be paid by the Corporation (and such successor) the expenses (including attorneys' fees) incurred in the defense of or other involvement in any such proceeding in advance of its final disposition; provided, however, that, if and to the extent the DGCL requires, the payment of such expenses (including attorneys' fees) incurred by a Director or officer in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such Director or officer to repay all amounts so paid in advance if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under Section 9.01 or otherwise; and provided, further, that such expenses incurred by other employees and agents may be so paid in advance upon such terms and conditions, if any, as the Board deems appropriate.

Section 9.03. Right of Claimant to Bring Action Against the Corporation. If a claim under Section 9.01 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, or if a request for an advancement of expenses under Section 9.02 is not paid in full by the Corporation within twenty (20) days, the claimant may at any time thereafter bring an action against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such action. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct that make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed or is otherwise not entitled to indemnification under Section 9.01, but the burden of proving such defense shall be on the Corporation. Further, in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL. Unless otherwise specified in an agreement with the claimant, an actual determination by the corporation (in the manner provided under the DGCL) after the commencement of such action that the claimant has not met such applicable standard of conduct shall not be a defense to the action, but shall create a presumption that the claimant has not met the applicable standard of conduct. The failure of the Corporation to have made a determination (in the manner provided under the DGCL) prior to or after the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL shall not be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 9.04. Non-Exclusivity. The rights to indemnification and advance payment of expenses provided by Section 9.01 shall not be deemed exclusive of any other rights to which those seeking indemnification and advance payment of expense may be entitled under any Bylaw, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 9.05. Insurance, Contracts and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL. The Corporation, without further stockholder approval, may enter into contracts with any Director, officer, employee or agent in furtherance of the provisions of this Article IX and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure that payment of such amounts as may be necessary to effect indemnification as provided in this Article IX.

Section 9.06. Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of the Board, grant rights to indemnification and advancement of expenses to employees or agents or groups of employees or agents of the Corporation with the same scope and effects as the provisions of this section with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation; provided, however, that an undertaking shall be made by an employee or agent only if required by the Board.

Section 9.07. Nature of Rights. The rights conferred upon indemnitees in this Article IX shall be contract rights that shall vest at the time an individual becomes a Director or officer of the Corporation and such rights shall continue as to an indemnitee who has ceased to be a Director, officer or trustee and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article IX that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

Section 9.08. Settlement of Claims. The Corporation shall not be liable to indemnify any indemnitee under this Article IX for any amounts paid in settlement of any proceeding effected without the Corporation's written consent, which consent shall not be unreasonably withheld, or for any judicial award if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such proceeding.

Section 9.09. Subrogation. In the event of payment under this Article IX, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

Section 9.10. Severability. If any provision or provisions of this Article IX shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Article IX (including, without limitation, all portions of any paragraph of this Article IX containing any such provision held to be invalid, illegal or unenforceable, that are not by themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Article IX (including, without limitation, all portions of any paragraph of this Article IX containing any such provision held to be invalid, illegal or unenforceable, that are not themselves

invalid, illegal or unenforceable) shall be construed so as to give effect to the intent of the parties that the Corporation provide protection to the indemnitee to the fullest enforceable extent.

ARTICLE X RESTRICTED ACTIONS

Section 10.01. Restricted Actions.

(a) Except for (i) actions expressly authorized pursuant to the Joint Plan of Reorganization of the Company and the Debtors Under Chapter 11 of the Bankruptcy Code (as amended, the “Plan”) as approved by the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), in the case styled *In re Republic Airways Holdings Inc.*, Case No. 16-10429 (SHL) (the “Bankruptcy Case”), excluding in all events any broadly authorized discretionary post-Effective Date actions included in the Plan or any supplement thereto (including those discretionary matters authorized pursuant to Section 6.4 of the Plan and, solely to the extent relating to the discretionary matters contemplated by Section 6.4, Section 10.1(b) of the Plan) (ii) any action taken in accordance with the terms of any contract assumed by the Company or any Subsidiary in the Bankruptcy Case, as such contract is in effect as of the Effective Date, or (iii) any action taken pursuant to any other contract or transaction expressly approved by the Bankruptcy Court in connection with the Bankruptcy Case (collectively, the “Bankruptcy Exceptions”), the Corporation shall not, and shall cause each Subsidiary not to, take any of the following actions without the prior written consent or approval of the stockholders representing at least a majority of the outstanding shares of Common Stock:

i. except in connection with any resolution or objection to claims filed in the Bankruptcy Case, agree to a settlement of any litigation, arbitration or administrative proceeding that shall (1) require payment by the Corporation or any Subsidiary of an amount in excess of \$10.0 million (exclusive of insurance proceeds) or (2) materially limit the conduct of the business by the Corporation or any Subsidiary; provided, however, that no such approval shall be required under this Section 10.01(a)(i) for any action taken by the Corporation or any Subsidiary in connection with any claims or disputes arising out of any collective bargaining agreement involving the Corporation or any Subsidiary;

ii. adopt or amend any phantom equity or other cash-based long term incentive plan of the Corporation or any Subsidiary that provides solely for cash-settled grants based on the value of capital stock or options to purchase capital stock (for the avoidance of doubt, it is understood that nothing herein prevents the Board from adopting a cash-based incentive plan not based on the value of the Corporation’s equity without stockholder approval); or

iii. enter into any contract, agreement, arrangement or commitment to do or engage in any of the foregoing.

(b) Except for the Bankruptcy Exceptions, the Corporation shall not, and shall cause each Subsidiary not to, take any of the following actions without the prior written consent or approval of stockholders representing at least, (i) prior to the earlier to occur of (x) the expiration

of three (3) consecutive calendar years following the Effective Date and (y) the first date on which the then current ten (10) largest stockholders of the Corporation fail to hold, collectively, at least two-thirds of all outstanding shares of Common Stock (such date, the “Sunset Date”), two-thirds of the outstanding shares of Common Stock, or (ii) on and following the Sunset Date, a majority of the outstanding shares of Common Stock:

i. purchase, exchange or otherwise acquire any securities, aircraft, business or capital assets of any other Person for aggregate consideration in excess of \$20.0 million during any five (5) consecutive fiscal years; provided, however, that the foregoing dollar threshold shall not apply and approval shall be required for any acquisition of securities, aircraft, business or capital assets of any person that is authorized by any government agency to provide air travel regardless of size; and provided, further that no such approval shall be required under this Section 10.01(b)(i) and the related consideration shall be excluded from the determination of the amount allowed during any five (5) consecutive fiscal years for (1) any action taken by the Corporation or any Subsidiary to the extent reasonably required to comply with the terms of or perform under any current or future effective capacity purchase agreement, codeshare agreement, or any other similar agreements to which the Corporation or any of its Subsidiaries, on the one hand, and any Airline Stockholder or any of its subsidiaries, on the other hand, is a party, in each case, as amended, restated, supplemented or otherwise modified or replaced from time to time (each, a “Capacity Purchase Agreement”) (as determined in good faith by the Board), or (2) the purchase or acquisition of any temporary investments or marketable securities that are purchased in accordance with customary practice and anticipated to be sold or converted into cash within the next three (3) to twelve (12) months;

ii. incur or guarantee any additional indebtedness or financing obligations (including capital and operating lease obligations, mortgage financings, purchase money obligations and government bond financings) if the aggregate amount of such additional indebtedness or financing obligations after the Effective Date exceeds at any time the amount of \$60.0 million in the aggregate (the “Additional Indebtedness Threshold”), as reflected in the Corporation’s most recent financial statements; provided, however, that the following items shall not be included in the amount subject to the Additional Indebtedness Threshold and no such approval shall be required under this Section 10.01(b)(ii) for:

(1) any first lien financings of all or any portion of the purchase price for aircraft-related spare parts to be used in connection with any Capacity Purchase Agreement (as determined in good faith by the Board), so long as such financing is made on then-current market terms, including any incurrence in connection with the Existing Indebtedness;

(2) any secured financings or any action taken by the Corporation or any Subsidiary in each case with respect to the acquisition of aircraft, aircraft engines or related equipment to be used in connection with, or otherwise reasonably required to comply with or perform under, any Capacity Purchase Agreement (as determined in good faith by the Board); or

(3) sale and leaseback transactions with respect to any aircraft owned by the Corporation or any Subsidiary so long as each such transaction when consummated reflects current market terms and current market rates for aircraft of similar age and condition and the sale of the aircraft pursuant to the transaction is for consideration at least equal to the fair market value of the underlying aircraft (as determined based on comparable transactions by an independent appraiser in accordance with customary practice); provided, that any net cash proceeds (net of the repayment of existing secured debt, fees and transaction expenses) realized from any such sale and leaseback transaction shall be included in the amount subject to the Additional Indebtedness Threshold;

it being understood that any refinancings or restructurings of (x) any financing or obligation incurred in compliance with the foregoing clauses (1), (2) or (3), (y) any Existing Indebtedness or (z) any indebtedness that is already included in the amount subject to the Additional Indebtedness Threshold, shall not be included within the calculation of the Additional Indebtedness Threshold and no approval shall be required under this Section 10.01(b)(ii), if and only if (A) except with respect to aircraft, aircraft engines or related equipment, the term of any such refinancing or restructuring is no shorter than the weighted average maturity term of the existing financing as of the date of any such refinancing or restructuring, (B) the interest rate for any such refinancing or restructuring is no greater than the prevailing market interest rates for similar financings or refinancings at the time of such refinancing or restructuring, and (C) with respect to any such refinancing or restructuring regarding any aircraft, aircraft engines or related equipment subject to a Capacity Purchase Agreement, the term for any such refinancing or restructuring is no longer than the remaining term of such Capacity Purchase Agreement; provided, however, that in calculating the Additional Indebtedness Threshold, the increase in the aggregate outstanding amount of any indebtedness incurred pursuant to any such refinancing or restructuring shall be included in the amount subject to the Additional Indebtedness Threshold; and provided, further, that with respect to Existing Indebtedness, to the extent that the aggregate amount outstanding is increased in connection with any refinancing or restructuring and the increase is attributable to a refinancing or restructuring of indebtedness that was outstanding as of the Effective Date, the amount of such increase in indebtedness shall not be included in the amount subject to the Additional Indebtedness Threshold (for the avoidance of doubt any new financing of all or any portion of the purchase price for aircraft-related spare parts shall be allowed separately pursuant to Section 10.01(b)(ii)(1) or Section 10.01(b)(ii)(2), as applicable). “Existing Indebtedness” shall mean the Corporation’s current revolving credit facility in the aggregate amount outstanding as of the Effective Date.

iii. (1) commence any proceeding or file any petition seeking relief under any insolvency laws, (2) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official or (3) make a general assignment for the benefit of creditors;

iv. adopt or amend any management equity incentive plan (other than any plan adopted pursuant to Section 10.01(a)(ii)) of the Corporation or any Subsidiary that provides for grants of capital stock or options to purchase capital stock;

v. issue or sell any equity securities of the Corporation or any Subsidiary, except for incentive equity awards that are granted in accordance with a management equity incentive plan that has been approved by the Stockholders pursuant to Section 10.01(b)(iv), or cause any equity securities of the Corporation or any Subsidiary to be listed or otherwise admitted for trading on any stock exchange or automated quotation service;

vi. enter into any transaction or agreement (or series of related transactions or agreements), other than customary transactions in the ordinary course of business and consistent with past practice, providing for expenditures by the Corporation or any Subsidiary (on a consolidated basis) in excess of \$5.0 million in any fiscal year; provided, however, that no such approval shall be required under this Section 10.01(b)(vi) and the related expenditures shall be excluded from the determination of the amount of expenditures allowed during any fiscal year for (1) any action taken by the Corporation or any Subsidiary to the extent reasonably required to comply with the terms of or perform under any Capacity Purchase Agreement (as determined in good faith by the Board), (2) entering into or amending any collective bargaining agreement involving the Corporation or any Subsidiary, or (3) sale and leaseback transactions with respect to any aircraft owned by the Corporation or any Subsidiary so long as each such transaction when consummated reflects current market terms and current market rates for aircraft of similar age and condition and the sale of the aircraft pursuant to the transaction is for consideration at least equal to the fair market value of the underlying aircraft (as determined based on comparable transactions by an independent appraiser in accordance with customary practice);

vii. declare, set aside or pay any dividend or other distribution in respect of any capital stock of the Corporation or any Subsidiary, except distributions of any Subsidiary set forth in the Plan;

viii. redeem, repurchase or otherwise acquire any capital stock of the Corporation or any Subsidiary, other than the repurchase of incentive equity from departed service providers;

ix. permit the Corporation or any Subsidiary to enter into any line of business other than the provision of regional flight services for mainline carriers and any other business but only to the extent undertaken principally for the purpose of complying with the terms of or perform under any Capacity Purchase Agreement (as determined in good faith by the Board); provided, however, that no such approval shall be required under this Section 10.01(b)(ix) for the provision of charter or contract flights, or leasing or subleasing aircraft either (x) in accordance with the terms of any Capacity Purchase Agreement or (y) relating to aircraft not covered by any then existing Capacity Purchase Agreement; or

x. enter into any contract, agreement, arrangement or commitment to do or engage in any of the foregoing.

(c) Notwithstanding anything herein to the contrary, any exception to the provisions that are specifically set forth in any one of items i through ix of Section 10.01(b) shall not, due solely to the inclusion as an exception in any such item, also be deemed to be an exclusion to any other item of Section 10.01(b).

(d) In addition, for purposes of these Bylaws: (i) “Airline Stockholder” means any of American Airlines Group Inc., Delta Air Lines, Inc. and United Airlines, Inc. (“United”), each a Delaware corporation, and/or any of their respective successors-in-interest by merger, consolidation, or sale or transfer of a majority of such Airline Stockholder’s assets or equity; and (ii) “beneficial ownership” shall be determined by application of the definitions and concepts applicable under Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and staff interpretations promulgated thereunder, provided, that, solely with respect to United and for purposes of the definition of Independent Director and ascertaining beneficial ownership in these Bylaws, the beneficial ownership of United shall be deemed to take into account the beneficial ownership of its parent, if any.

ARTICLE XI DRAG-ALONG, CO-SALE

Section 11.01. Definitions. The following definitions shall apply for purposes of this Article XI:

(a) “Affiliate” means, with respect to any Person, (i) any Person directly or indirectly Controlling, Controlled by or under common Control with such Person, (ii) any Person directly or indirectly owning or Controlling 25% or more of any class of outstanding voting securities of such Person or (iii) any officer, director, general partner or trustee of any such Person described in clause (i) or (ii).

(b) “Control”, including the terms “controlled by” and “under common control with”, means the power to direct the affairs of a Person by reason of ownership of voting securities, by contract or otherwise.

(c) “Drag-Along Event” means (i) the sale to one or more Persons of 50% or more of the issued and outstanding shares of Common Stock, (ii) a merger, consolidation, amalgamation, share exchange or other business combination involving the Corporation and such Persons in which the stockholders of the Corporation immediately prior to such transaction own less than a majority of the equity interests in, or voting power of, the surviving ultimate parent entity in such transaction immediately after such transaction, or (iii) a sale of 50% or more of the assets of the Corporation.

(d) “Person” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof.

(e) “Pro Rata Portion” means the number of shares of Common Stock equal to the product of (i) the total number of shares of Common Stock the Proposed Transferee proposes to purchase and (ii) a fraction (1) the numerator of which is equal to the number of shares of

Common Stock then held by such stockholder and (2) the denominator of which is equal to the total number of the then outstanding shares of Common Stock.

(f) “Transfer” means any direct or indirect sale, transfer, assignment, conveyance or other disposition.

(g) “Qualified IPO” means the sale, in a firm commitment underwritten initial public offering lead managed by a nationally recognized investment bank pursuant to an effective registration statement under the Securities Act of 1933, as amended, of the Corporation’s Common Stock that is approved by the stockholders of the Corporation in accordance with these Bylaws and results in the Common Stock being traded on the New York Stock Exchange or the Nasdaq Global Select Market, or a successor thereto. For the avoidance of doubt, the stockholders of the Corporation shall at such time have the discretion to determine the nature and extent of any changes to the Corporation’s organizational documents and governance arrangements that are necessary or appropriate in connection with granting such stockholder approval for any Qualified IPO.

Section 11.02. Drag-Along.

(a) At any time, prior to the consummation of a Qualified IPO, with the approval of the Board and holders of at least 66 2/3% of the issued and outstanding shares of Common Stock (the “Initiating Holders”) who propose to effect (or to cause the Corporation to effect) a Drag-Along Event, the Initiating Holders may deliver (or direct the Corporation to deliver) a notice to all of the other stockholders stating that the Initiating Holders propose to effect (or to cause the Corporation to effect) such Drag-Along Event, and specifying the name and address of the proposed parties to such Drag-Along Event and the consideration payable to the Initiating Holders in connection therewith (a “Drag-Along Event Notice”). Upon receipt of such Drag-Along Event Notice, each stockholder shall be obligated to Transfer in the Drag-Along Event the same percentage of the shares of Common Stock owned by it as the percentage of the shares of Common Stock being sold by the Initiating Holders, for a price and on other terms and conditions with respect to the shares of Common Stock not less favorable to the stockholder than to the Initiating Holders. Notwithstanding the foregoing, the rights of the Initiating Holders under this Section 11.02 shall be subject to the Special Veto Rights (as defined in the Stockholders’ Agreement (as defined in Article XIV)) (and for the avoidance of doubt, each such Airline Stockholder may exercise its Special Veto Rights in its sole discretion).

(b) Each stockholder shall to the fullest extent permitted by law take or cause to be taken all such actions as may reasonably be requested by the Initiating Holders in order expeditiously to consummate each Drag-Along Event and any related transactions, including, without limitation, executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, furnishing information and copies of documents, filing applications, reports, returns, filings and other documents or instruments with governmental authorities, and otherwise cooperating with the Corporation and the Initiating Holders. Without limiting the generality of the foregoing, each stockholder shall execute and deliver such agreements and instruments as may be reasonably specified by the Initiating Holders. Notwithstanding the foregoing, nothing in this Section 11.02 shall (i) require any stockholder to

enter into, amend, modify or terminate any commercial agreements in connection with a Drag-Along Event or (ii) take any action with respect to its Special Veto Rights (if applicable).

(c) The Initiating Holders shall have a period of sixty (60) days from the date of receipt of the Drag-Along Event Notice to consummate the Drag-Along Event on the terms and conditions set forth in such Drag-Along Event Notice, provided, that, if such Drag-Along Event Notice is subject to regulatory approval, such sixty (60) day period shall be extended until the expiration of ten (10) business days after all such approvals have been received. If a Drag-Along Event contemplated by a Drag-Along Event Notice shall not have been consummated during such period, a Drag-Along Event may not thereafter be consummated in accordance with this Section 2(c) without first giving new Drag-Along Event Notice to all of the other stockholders (and commencing a new sixty (60) day period).

Section 11.03. Co-Sale.

(a) At any time, prior to the consummation of a Qualified IPO, if one or more stockholders (the "Selling Stockholders") propose to effect a Drag-Along Event in one transaction or a series of related transactions, and the Selling Stockholders cannot or have not elected to exercise the drag-along rights set forth in Section 11.02, the Selling Stockholders shall deliver (or direct the Corporation to deliver) a notice, no more than ten (10) business days after the full execution of the definitive agreement entered into with respect to such sale event and no later than twenty (20) business days prior to the closing of such sale event, to all of the other stockholders stating that the Selling Stockholders propose to effect such sale event, and specifying the name and address of the proposed transferee, the number of shares of Common Stock to be sold by the Selling Stockholders, the consideration payable in connection therewith, along with a copy of any form of agreement proposed to be executed in connection therewith (a "Co-Sale Event Notice"). Upon receipt of such Co-Sale Event Notice, each stockholder desiring to participate in such sale event (a "Co-Sale" and, each such stockholder, a "Co-Sale Stockholder") shall, subject to a delivery of a Co-Sale Notice pursuant to Section 11.03(b), be permitted to Transfer in the Co-Sale for the same price and on substantially same terms and conditions as those applicable to the Selling Stockholders with respect to their shares of Common Stock, subject to the terms and conditions set forth in this Section 11.03(a). Each Co-Sale Stockholder shall take all other necessary actions to consummate the Co-Sale.

(b) Each Co-Sale Stockholder shall exercise its right to participate in the Co-Sale by delivering to the Selling Stockholders a written notice (a "Co-Sale Notice") stating its election to do so and specifying the number of shares of Common Stock to be sold by it no later than ten (10) business days after receipt of the Co-Sale Event Notice (the "Co-Sale Period"). The offer of each Co-Sale Stockholder set forth in a Co-Sale Notice shall be irrevocable, and, to the extent such offer is accepted, such Co-Sale Stockholder shall be obligated to sell in the proposed sale on the terms and conditions with respect to its Common Stock set forth in this Section 11.03. Each Co-Sale Stockholder shall have the right to sell in a sale subject to this Section 11.03 the number of shares of Common Stock equal to the product obtained by multiplying (i) the number of shares of Common Stock held by the Co-Sale Stockholder by (ii) a fraction (1) the numerator of which is equal to the number of shares of Common Stock the Selling Stockholders propose to sell or Transfer to the Proposed Transferee and (2) denominator of which is equal to the number of shares of Common Stock then owned by such Selling Stockholders. Notwithstanding

anything in this Section 11.03 to the contrary, each Airline Stockholder may exercise its Special Veto Rights in its sole discretion.

(c) The Selling Stockholders shall to the fullest extent permitted by law take or cause to be taken all such actions to include in the proposed sale to the Proposed Transferee all of the shares of Common Stock that the Co-Sale Stockholders have requested to have included pursuant to the applicable Co-Sale Notices, it being understood that the Proposed Transferee shall not be required to purchase shares of Common Stock in excess of the number set forth in the Co-Sale Event Notice. In the event the Proposed Transferee elects to purchase less than all of the shares of Common Stock sought to be sold by the Co-Sale Stockholders, the number of shares to be sold to the Proposed Transferee by the Selling Stockholders and each Co-Sale Stockholder shall be reduced so that each such Stockholder is entitled to sell its Pro Rata Portion of the number of shares of Common Stock the Proposed Transferee elects to purchase.

(d) Each Co-Sale Stockholder shall to the fullest extent permitted by law take or cause to be taken all such actions as may reasonably be requested by the Selling Stockholders in order expeditiously to consummate a Co-Sale and any related transactions, including, without limitation, executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, furnishing information and copies of documents, filing applications, reports, returns, filings and other documents or instruments with governmental authorities, and otherwise cooperating with the Corporation and the Selling Stockholder. Without limiting the generality of the foregoing, each Co-Sale Stockholder shall execute and deliver such agreements and instruments as may be reasonably specified by the Selling Stockholder.

(e) Each Co-Sale Stockholder who does not deliver a Co-Sale Notice in compliance with Section 11.03(b) shall be deemed to have waived all of such Co-Sale Stockholder's rights to participate in such sale, and the Selling Stockholders shall (subject to the rights of any participating Co-Sale Stockholder) thereafter be free to sell to the Proposed Transferee its shares of Common Stock at a per share price that is no greater than the per share price set forth in the Sale Notice and on other same terms and conditions which are not materially more favorable to the Selling Stockholders than those set forth in the Sale Notice, without any further obligation under this Section 11.03 to the non-accepting Co-Sale Stockholders with respect to such transaction.

(f) The Selling Stockholders shall have ninety (90) business days following the expiration of the Co-Sale Period in which to sell the shares of Common Stock described in the Sale Notice, on terms not more favorable to the Selling Stockholders than those set forth in the Sale Notice (which such ninety (90) business day period may be extended for a reasonable time not to exceed one hundred twenty (120) business days to the extent reasonably necessary to obtain any regulatory approvals). If at the end of such period the Selling Stockholders have not completed such sale, the Selling Stockholders may not then effect a sale of Common Stock subject to this Section 11.03 without again fully complying with the provisions of this Section 11.03.

(g) If the Selling Stockholders sell or otherwise Transfer to the Proposed Transferee any of its shares of Common Stock in breach of this Section 11.03, then each Co-Sale Stockholder shall have the right to sell to the Selling Stockholder, and the Selling Stockholders

undertake to purchase from each Co-Sale Stockholder, the number of shares of Common Stock that such Co-Sale Stockholder would have had the right to sell to the Proposed Transferee pursuant to this Section 11.03, for a per share amount and form of consideration and upon the term and conditions on which the Proposed Transferee bought such Common Stock from the Selling Stockholder, but without indemnity being granted by any Co-Sale Stockholder to the Selling Stockholder; provided, that, nothing contained in this Section 11.03 shall preclude any stockholder from seeking alternative remedies against such Selling Stockholders as a result of its breach of this Section 11.03. The Selling Stockholders shall also reimburse each Co-Sale Stockholder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Co-Sale Stockholder's rights under this Section 11.03.

(h) This Section 11.03 shall not apply to: (i) sales of Common Stock to any employee of the Corporation; or (ii) sales in a distribution to the public (whether pursuant to a registered public offering, Rule 144 or otherwise).

ARTICLE XII MISCELLANEOUS

Section 12.01. Seal. The corporate seal, if one is authorized by the Board, shall have inscribed thereon the name of the Corporation, and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 12.02. Books. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at the offices of the Corporation, or at such other place or places as may be designated from time to time by the Board.

Section 12.03. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December of the same year, or such other twelve (12) consecutive months as the Board may designate.

ARTICLE XIII AMENDMENT

These Bylaws may be altered, amended, or repealed pursuant to the Certificate of Incorporation of the Corporation.

ARTICLE XIV STOCKHOLDERS' AGREEMENT

The Corporation and its stockholders have entered into a stockholders' agreement (as amended or as replaced or supplemented by any future agreement between the Corporation and any two (2) or more of its stockholders, the "Stockholders' Agreement"). The Secretary shall maintain a copy of such Stockholders' Agreement at the principal offices of the Corporation and shall make a copy of such Stockholders' Agreement available to each stockholder of the Corporation who requests a copy in writing. To the extent that these Bylaws conflict, or are

inconsistent, with any of the terms or provisions of such Stockholders' Agreement, then the terms and provisions of these Bylaws shall be deemed to supersede such Stockholders' Agreement to the extent of such conflict or inconsistency and be controlling.

The foregoing Third Amended and Restated Bylaws were adopted by the Board and effective on [●], 2017 (the "Effective Date").

EXHIBIT D

STOCKHOLDERS' AGREEMENT OF REPUBLIC AIRWAYS HOLDINGS INC.

STOCKHOLDERS' AGREEMENT

This Stockholders' Agreement (this "Agreement") is made effective as of [●], 2017, by and among Republic Airways Holdings Inc., a Delaware corporation (the "Company"), and each holder of shares of Common Stock listed in Schedule 1 hereto (individually, a "Stockholder," and collectively, together with any Person who become a party hereto as a Stockholder pursuant to Section 2(a)(i), the "Stockholders").

RECITALS:

A. On February 25, 2016, the Company and other Debtors filed a voluntary petition under Chapter 11 of Title 11 of the United States Code, as amended (the "Bankruptcy Code"), with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

B. The Company and other Debtors filed with the Bankruptcy Court a Joint Plan of Reorganization of the Company and the Debtors Under Chapter 11 of the Bankruptcy Code, in the case styled *In re Republic Airways Holdings Inc.*, Case No. 16-10429 (SHL) (as amended, the "Plan") and related disclosure statement in support of the Plan, which was approved by the Bankruptcy Court on [●], 2017.

C. Under the terms of the Plan, the Company has authorized the issuance of up to 1,000,000 shares of common stock, par value \$0.001 per share (referred to in the Plan as "New Common Stock" and hereinafter referred to in this Agreement as the "Common Stock").

D. The parties desire to enter into this Agreement in order to provide, among other things, for certain rights and obligations with respect to the ownership, issuance and Transfer of shares of Common Stock, and to provide the Stockholder with, among other things, certain rights to register shares of the shares Common Stock held by such Stockholder and other rights, as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions and Interpretation. The following terms have the following respective meanings.

"5% Stockholder" shall mean on any date of determination any Stockholder that on such date beneficially owns directly or indirectly at least 5% of the Common Stock.

"Affiliate" means, with respect to any Person, (i) any Person directly or indirectly Controlling, Controlled by or under common Control with such Person, (ii) any Person directly or indirectly owning or Controlling 25% or more of any class of outstanding voting securities of such Person or (iii) any officer, director, general partner or trustee of any such Person described in clause (i) or (ii).

"Agreement" shall have the meaning set forth in the preamble of this Agreement.

“Airline Stockholders” shall mean American, Delta and United (together with, solely for the purpose of this definition, its parent, if any), including their respective successor entities, collectively; provided that any of the three aforementioned shall not be deemed an Airline Stockholder unless it both (i) beneficially owns at least 5% of the issued and outstanding Common Stock and (ii) remains (directly or indirectly through an Affiliate) a party to a then effective Capacity Purchase Agreement, codeshare agreement, or any other similar agreements with the Company or its Affiliates.

“Amended Bylaws” means the Third Amended and Restated Bylaws of the Company, as amended from time to time.

“Amended Certificate of Incorporation” means the certificate of incorporation or other analogous organizational document of the Company, as amended from time to time.

“Audited Financial Statements” shall have the meaning set forth in Section 8(a).

“American” means American Airlines Group Inc., a Delaware corporation.

“Bankruptcy Code” shall have the meaning set forth in the recitals of this Agreement.

“Bankruptcy Court” shall have the meaning set forth in the recitals of this Agreement.

“beneficial ownership”, “beneficially own” or any other similar expression, and “group”, when each concept is used in the context of discussing beneficial ownership, shall have the meaning determined by application of the definitions and concepts applicable under Section 13(d) of the Exchange Act; provided, that, solely with respect to United, beneficial ownership shall also be deemed to take into account the beneficial ownership of its parent, if any.

“Board” means the Board of Directors of the Company as shall be composed from time to time.

“Business Day” means a day other than Saturday, Sunday or any other day which commercial banks in New York, New York are authorized or required by law to close.

“Capacity Purchase Agreements” means, collectively, any current or future effective capacity purchase agreement, codeshare agreement, or any other similar agreements to which the Corporation or any of its subsidiaries, on the one hand, and any Airline Stockholder or any of its subsidiaries, on the other hand, is a party, in each case, as amended, restated, supplemented or otherwise modified or replaced from time to time.

“Commission” means the U.S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

“Common Stock” shall have the meaning set forth in the recitals of this Agreement.

“Company” shall have the meaning set forth in the preamble of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 7.

“Control”, including the terms “controlled by” and “under common control with”, means the power to direct the affairs of a Person by reason of ownership of voting securities, by contract or otherwise.

“Debtors” means, collectively, the Company, Republic Airline Inc., Shuttle America Corporation, Republic Airways Services, Inc., Skyway Airlines, Inc., Midwest Airlines, Inc., and Midwest Air Group, Inc.

“Delta” means Delta Air Lines, Inc., a Delaware corporation.

“Demand Registration” shall have the meaning set forth in Section 4(a)(ii).

“DGCL” means the General Corporation Law of the State of Delaware.

“Effective Date” means [●], 2017.¹

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules, regulations and staff interpretations promulgated thereunder.

“Financial Statements” shall have the meaning set forth in Section 8(a).

“Government Approval” means any authorization, consent, approval, waiver, exception, variance, order, exemption, publication, filing, declaration, concession, grant, franchise, agreement, permission, permit, or license of, from or with any Government Authority, the giving of notice to or registration with any Government Authority or any other action in respect of any Government Authority.

“Government Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“Indemnified Party” shall have the meaning set forth in Section 4(f)(iii).

“Indemnifying Party” shall have the meaning set forth in Section 4(f)(iii).

“Interim Financial Statements” shall have the meaning set forth in Section 8(a).

“Joinder” means a joinder in the form of Exhibit A.

“Lock-Up Period” shall have the meaning set forth in Section 11(a).

“Long-Form Registration” shall have the meaning set forth in Section 4(a)(i).

¹ Note to Draft: This date will be the Effective Date of the Plan.

“Offered Shares” shall have the meaning set forth in Section 2(b)(i).

“Offering Stockholder” shall have the meaning set forth in Section 2(b)(i).

“Offering Stockholder Notice” shall have the meaning set forth in Section 2(b)(ii).

“Other Shares” shall have the meaning set forth in Section 4(a)(v).

“Permitted Transferee” means, with respect to any Stockholder (i) any Affiliate of such Stockholder, (ii) in the event of the death of any Stockholder who is an individual, such Stockholder’s heirs, executors, administrators, testamentary trustees, legatees or beneficiaries, (iii) in the case of a Stockholder who is an individual, a trust or another entity, the beneficiaries of which include only such Stockholder and the spouse and lineal descendants of such Stockholder and pursuant to which such Stockholder retains all of the voting interest in the Company and (iv) the Company.

“Person” or “person” means any individual, sole proprietorship, partnership, corporation, limited liability company, joint venture, unincorporated society or association, trust or other legal entity or any Government Authority.

“Piggyback Registration” shall have the meaning set forth in Section 4(b)(i).

“Piggyback Registration Statement” shall have the meaning set forth in Section 4(b)(i).

“Piggyback Shelf Registration Statement” shall have the meaning set forth in Section 4(b)(ii).

“Piggyback Shelf Takedown” shall have the meaning set forth in Section 4(b)(ii).

“Plan” shall have the meaning set forth in the recitals of this Agreement.

“Pro Rata Portion” means, with respect to any Purchasing Stockholder on any date of determination, a fraction determined by dividing (i) the number of shares of Common Stock owned by such Purchasing Stockholder on such date by (ii) the total number of shares of Common Stock owned by all of the Purchasing Stockholders on such date.

“Purchasing Stockholder” shall have the meaning set forth in Section 2(b)(iii).

“Qualified IPO” has the meaning assigned to such term in the Amended Bylaws.

“Quarterly Meeting” shall have the meaning set forth in Section 8(b).

“Register”, including the terms “registered” and “registration”, refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement by the Commission.

“Registrable Securities” means (i) any shares of Common Stock issued pursuant to the Plan and (ii) any other securities of the Company issued as a dividend or other distribution with

respect to or in exchange for or in replacement of the shares of Common Stock issued pursuant to the Plan.

“Registration Date” means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act.

“Registration Expenses” means all expenses incurred by the Company in complying with Section 4(a), including, without limitation, all registration, qualification, listing and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company, which shall be paid in any event by the Company), but shall not include Selling Expenses.

“ROFO Notice Period” shall have the meaning set forth in Section 2(b)(iii).

“ROFO Offer Notice” shall have the meaning set forth in Section 2(b)(iii).

“Rule 144” means Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“Rule 145” means Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules, regulations and staff interpretations promulgated thereunder.

“Selling Expenses” means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities by the Stockholders, and fees and disbursements of counsel for any Stockholder.

“Short-Form Registration” shall have the meaning set forth in Section 4(a)(ii).

“Special Veto Rights” shall have the meaning set forth in Section 5.

“Stockholder” shall have the meaning set forth in the preamble of this Agreement.

“Transaction Documents” shall have the meaning set forth in Section 6(b).

“Transfer” means any direct or indirect sale, transfer, assignment, conveyance or other disposition.

“United” means United Airlines, Inc., a Delaware corporation.

“Waived ROFO Transfer Period” shall have the meaning set forth in Section 2(b)(v).

2. Transfer of Shares.

(a) Transfers in General.

(i) No Stockholder shall Transfer all of, or any portion of or interest in, any of its shares of capital stock of the Company, or any security or right issued by the Company or any its subsidiaries that is exercisable for, convertible into or exchangeable for capital stock of the Company, and the Company shall not issue any shares of capital stock of the Company, or any security or right that is exercisable for, convertible into or exchangeable for capital stock of the Company, except to a Person that becomes a party to this Agreement by executing a Joinder.

(ii) Except in connection with an IPO, no Stockholder may Transfer any shares of Common Stock if such Transfer shall require the filing of a registration statement under the Securities Act by the Company or would otherwise violate any federal or state securities laws or regulations applicable to the Company.

(iii) Except in connection with an IPO, no Stockholder may Transfer any shares of Common Stock if as a result of such Transfer (or any series of Transfers of which such Transfer is a part), the Company would have (i) two thousand (2,000) record holders or (ii) five hundred (500) record holders who are not “accredited investors” under Rule 501 of Regulation D of the Commission.

(b) Right of First Offer.

(i) At any time, and subject to the terms and conditions specified in this Section 2(b), each 5% Stockholder shall have a right of first offer if any other 5% Stockholder (the “Offering Stockholder”) proposes to Transfer any of its Common Stock (the “Offered Shares”) other than to a Permitted Transferee and except for transfers pursuant to Article XI of the Amended Bylaws. Each time the Offering Stockholder proposes to Transfer any Offered Shares, the Offering Stockholder shall first make an offering of the Offered Shares to the other 5% Stockholders in accordance with the following provisions of this Section 2(b).

(ii) The Offering Stockholder shall give written notice (the “Offering Stockholder Notice”) to the Company at least sixty (60) days prior to the proposed Transfer, and the Company shall promptly provide such notice to the other 5% Stockholders, which such notice shall state such Stockholder’s bona fide intention to Transfer the Offered Shares and specifying the number of Offered Shares and the material terms and conditions, including the price, pursuant to which the Offering Stockholder proposes to Transfer the Offered Shares. The Offering Stockholder Notice shall constitute the Offering Stockholder’s offer to sell the Offered Shares to the other 5% Stockholders.

(iii) Upon receipt of the Offering Stockholder Notice, each 5% Stockholder shall have a period of fifteen (15) days (the “ROFO Notice Period”) to offer to purchase all (but not less than all) of the Offered Shares by delivering a written notice (a “ROFO Offer Notice”) to the Offering Stockholder and the Company stating that it offers to purchase such Offered Shares on the terms specified in the Offering

Stockholder Notice. Any ROFO Offer Notice so delivered shall be binding upon delivery and irrevocable by the applicable 5% Stockholder. If more than one (1) 5% Stockholder delivers a ROFO Offer Notice, each such 5% Stockholder (the “Purchasing Stockholder”) shall be allocated its Pro Rata Portion of the Offered Shares, unless otherwise agreed by such 5% Stockholders.

(iv) Each 5% Stockholder that does not deliver a ROFO Offer Notice during the ROFO Notice Period shall be deemed to have waived all of such 5% Stockholder’s rights to purchase the Offered Shares under this Section 2(b), and the Offering Stockholder shall thereafter, subject to the rights of any Purchasing Stockholder, be free to Transfer the Offered Shares without any further obligation to such 5% Stockholder pursuant to this Section 2(b).

(v) If no 5% Stockholder delivers a ROFO Offer Notice in accordance with Section 2(b)(iii), the Offering Stockholder may, during the forty five (45) day period following the expiration of the ROFO Notice Period (which period may be extended for a reasonable time not to exceed sixty (60) days to the extent reasonably necessary to obtain any required Government Approvals (the “Waived ROFO Transfer Period”), Transfer all or any portion of the Offered Shares on terms and conditions no more favorable to the proposed transferee than those set forth in the Offering Stockholder Notice. If the Offering Stockholder does not so Transfer the Offered Shares within such period or, if such Transfer is not consummated within the Waived ROFO Transfer Period, the rights set forth hereunder shall be deemed to be revived and the Offered Shares shall not be offered for Transfer to any Person unless first re-offered to the 5% Stockholders in accordance with this Section 2(b).

(vi) Each Purchasing Stockholder shall take all actions as may be requested by the Offering Stockholder as are reasonably necessary to consummate the sale contemplated by this Section 2(b) including, without limitation, entering into agreements and delivering certificates and instruments and consents.

(vii) At the closing of any sale and purchase pursuant to this Section 2(b), the Offering Stockholder shall deliver to the Purchasing Stockholder(s) certificate or certificates representing the Offered Shares to be sold (if any), accompanied by stock powers with signatures guaranteed and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefor from such Purchasing Stockholder(s) by certified or official bank check or by wire transfer of immediately available funds.

3. Voting Agreement; Board Consultation.

(a) Each Stockholder agrees to vote, or to execute and deliver written consents in respect of, or cause to be voted or cause to execute and deliver written consents in respect of, all of the shares of Common Stock beneficially owned by such Stockholder:

(i) against the approval of any matter that does not receive the necessary written consents or votes required under Article SIXTEENTH of the Amended Certificate of Incorporation or Article X of the Amended Bylaws;

(ii) for the election of the chief executive officer of the Company to the Board; and

(iii) against any amendment to any provision of the Amended Certificate of Incorporation or the Amended Bylaws in a manner that could reasonably be determined to be inconsistent with the terms herein.

(b) The foregoing voting agreement shall not terminate with respect to any Common Stock until the termination of this Agreement.

(c) The Company agrees to take all necessary actions to effectuate the provisions of Article SIXTEENTH of the Amended Certificate of Incorporation and Article X of the Amended Bylaws with respect to the Company and its subsidiaries.

(d) In connection with any proposed amendment to the Amended Bylaws, approval of which is being solicited by written consent of the Stockholders, the Stockholders soliciting such consent shall use commercially reasonable efforts to consult in good faith with the Board during the six (6) Business Day period provided for in Section 4 of Article TENTH of the Amended Certificate of Incorporation, with respect to the subject matter of such written consent; provided, that the failure of the Stockholders to consult with the Board shall in no way affect the validity of any action taken pursuant to any such written consent

4. Registration Rights.

(a) Demand Registration.

(i) At any time after the Registration Date, the holders of at least 25% of Registrable Securities then issued and outstanding may request registration under the Securities Act of all or any portion of their Registrable Securities pursuant to a registration statement on Form S-1 or any successor form thereto (each, a "Long-Form Registration"). Each request for a Long-Form Registration shall specify the number of Registrable Securities requested to be included in the Long-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than twenty (20) days following receipt thereof) deliver written notice of such request to all other Stockholders who shall then have fifteen (15) Business Days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a registration statement on Form S-1 or any successor form thereto covering all of Registrable Securities that the Stockholders thereof have requested to be included in such Long-Form Registration within sixty (60) days after the date on which the initial request is given and shall use its commercially reasonable efforts to cause such registration statement to be declared effective by the Commission as soon as practicable thereafter. The Company shall not be required to effect a Long-Form Registration more than three (3) times for the Stockholders as a group; provided, that a registration shall not

be counted as “effected” for purposes of this Section 4(a)(i) until such time as the applicable registration statement has been declared effective by the Commission, unless the Stockholders initiating applicable Long-Form Registration withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one Long-Form Registration, in which case such withdrawn registration statement shall be counted as “effected” for purposes of this Section 4(a)(i).

(ii) After the Registration Date, the Company shall use its commercially reasonable efforts to qualify and remain qualified to register the offer and sale of securities under the Securities Act pursuant to a registration statement on Form S-3 or any successor form thereto. At such time as the Company shall have qualified for the use of a registration statement on Form S-3 or any successor form thereto, holders of at least 10% of Registrable Securities then issued and outstanding shall have the right to request no more than two (2) of registrations per calendar year under the Securities Act of all or any portion of their Registrable Securities pursuant to a registration statement on Form S-3 or any similar short-form registration statement (each, a “Short-Form Registration” and, together with each Long-Form Registration, a “Demand Registration”). Each request for a Short-Form Registration shall specify the number of Registrable Securities requested to be included in the Short-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than twenty (20) days following receipt thereof) deliver written notice of such request to all other Stockholders who shall then have fifteen (15) Business Days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a registration statement on Form S-3 or any successor form thereto covering all of Registrable Securities that the Stockholders thereof have requested to be included in such Short-Form Registration within forty-five (45) days after the date on which the initial request is given and shall use its commercially reasonable efforts to cause such registration statement to be declared effective by the Commission as soon as practicable thereafter. A registration shall not be counted as “effected” for purposes of this Section 4(a)(ii) until such time as the applicable registration statement has been declared effective by the Commission, unless the Stockholders initiating applicable Short-Form Registration withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one Short-Form Registration statement, in which case such withdrawn registration statement shall be counted as “effected” for purposes of this Section 4(a)(ii).

(iii) The Company shall not be obligated to effect any Long-Form Registration within one hundred eighty (180) days after the effective date of a previous Long-Form Registration or a previous Piggyback Registration in which the Stockholders were permitted to register the offer and sale under the Securities Act, and actually sold, at least 50% of Registrable Securities requested to be included therein. The Company shall not be obligated to take any action to effect any such registration, qualification or compliance pursuant to this Section 4(a): (1) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities

Act; or (2) if in the good faith judgment of the Board, such registration would be materially detrimental to the Company and the Board concludes, as a result, that it is essential to defer the filing of such registration statement at such time, and the Company thereafter delivers to each of the Stockholders initiating applicable Demand Registration a certificate, signed by the chief executive officer of the Company, stating that in the good faith judgment of the Board it would be seriously detrimental to the Company or its stockholders for a registration statement to be filed in the near future, then the Company's obligation to use its commercially reasonable efforts to register, qualify, or comply under this Section 4(a) shall be deferred for a period not to exceed one hundred twenty (120) days from the date of delivery of the written request from the Stockholder(s) initiating applicable Demand Registration; provided, however, that the Company may not invoke this right more than once in any twelve-month period.

(iv) To the extent any Demand Registration is for a registered public offering involving an underwriting, the Company shall so advise the Stockholders as a part of the written notice given pursuant to Section 4(a)(i) or Section 4(a)(ii) (as applicable). In such event, the right of any Stockholder to registration pursuant to this Section 4(a) shall be conditioned upon such Stockholder's participation in such underwriting and the inclusion of Registrable Securities in the underwriting to the extent provided herein. All Stockholders proposing to distribute their securities through such underwriting shall (together with the Company and the other Stockholders distributing their securities through such underwriting) enter into and perform their obligations under an underwriting agreement in the form agreed to between the Company and the managing underwriter selected for such underwriting by the Company and in customary form. Notwithstanding any other provision of this Section 4(a), if the managing underwriter determines in good faith that marketing factors require a limitation of the number of shares of Common Stock to be underwritten, the managing underwriter may limit the number of Registrable Securities to be included in the registration and underwriting to an amount not less than 20% of the securities included in such registration and underwriting. The Company shall so advise all holders of Common Stock requesting registration, and the number of shares of Common Stock that are entitled to be included in the registration and underwriting shall be allocated on a pro rata basis according to the number of shares of Common Stock requested by each holder to be included therein. If any Person who has requested inclusion in such registration as provided above disapproves of the terms of the underwriting, such Person shall be excluded therefrom by written notice delivered by the Company or the managing underwriter. Any Registrable Securities and/or other securities so excluded or withdrawn shall also be withdrawn from registration.

(v) The Company shall not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the holders of at least 25% of Registrable Securities initially requesting such Demand Registration, which consent shall not be unreasonably withheld or delayed. If a Demand Registration involves an underwritten offering and the managing underwriter of the requested Demand Registration advises the Company and the Stockholders in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in the Demand Registration, including all Registrable Securities and all other shares of Common Stock of the Company with registration rights (the "Other

Shares”) proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such underwritten offering and/or the number of shares of Common Stock proposed to be included in such Demand Registration would adversely affect the price per share of Common Stock proposed to be sold in such underwritten offering, the Company shall include in such Demand Registration (1) first, the shares of Common Stock that the Stockholders propose to sell, and (2) second, the shares of Common Stock proposed to be included therein by any other Persons (including shares of Common Stock to be sold for the account of the Company and/or other Stockholders) allocated among such Persons in such manner as they may agree. If the managing underwriter determines that less than all of Registrable Securities proposed to be sold can be included in such offering, then Registrable Securities that are included in such offering shall be allocated pro rata among the respective Stockholders thereof on the basis of the number of Registrable Securities owned by each such Stockholder.

(b) Piggyback Registration.

(i) Whenever (1) the Company proposes to register the offer and sale of any shares of its Common Stock under the Securities Act (other than pursuant to a Demand Registration (which shall be subject to the provisions set forth in Section 4(a)) or a registration (v) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (w) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (x) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more of the Stockholders, (y) in connection with a registration on any registration form that does not permit secondary sales, or (z) in connection with a registration in which the only shares of Common Stock being registered are shares of Common Stock issuable upon conversion of debt securities that is also being registered, and (2) the form of registration statement (a “Piggyback Registration Statement”) to be used may be used for any registration of Registrable Securities (a “Piggyback Registration”), the Company shall:

(A) promptly (but in any event at least twenty (20) days prior to the filing of any Piggyback Registration Statement) deliver to each Stockholder written notice thereof in accordance with Section 12(k); and

(B) use its commercially reasonable efforts to include in such Piggyback Registration (and any related qualification under blue sky laws or other compliance), except as set forth in Section 4(b)(iii), and in any underwriting involved therein, all Registrable Securities specified in a written request or requests made by any Stockholder and delivered to the Company within fifteen (15) Business Days after the written notice is delivered by the Company. Such written request may include all or a portion of a Stockholder’s Registrable Securities.

(ii) The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion, whether or not any Stockholder has elected to include securities in such registration, and shall promptly notify any Stockholder that has elected to include shares of Common Stock in such registration of such termination or withdrawal. A Piggyback Registration shall not be considered a Demand Registration for purposes of Section 4(a). If any Piggyback Registration Statement pursuant to which Stockholders have registered the offer and sale of Registrable Securities is a registration statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a “Piggyback Shelf Registration Statement”), such Stockholder(s) shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a “Piggyback Shelf Takedown”).

(iii) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the Stockholders (if any Stockholders have elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown) in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all Other Shares proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of Common Stock to be sold in such offering, the Company shall include in such registration or takedown: (1) first, the shares of Common Stock that the Company proposes to sell; (2) second, the shares of Common Stock requested to be included therein by the Stockholders, allocated pro rata among all such Stockholders on the basis of the number of Registrable Securities owned by each such Stockholder or in such manner as they may otherwise agree; and (3) third, the shares of Common Stock requested to be included therein by the Stockholders holding no Registrable Securities, allocated among such Stockholders in such manner as they may agree.

(iv) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of the Stockholders other than Registrable Securities, and the managing underwriter advises the Company in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all Other Shares proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of Common Stock to be sold in such offering, the Company shall include in such registration or takedown: (1) first, on the basis of the shares of Common Stock requested to be included therein by the Stockholder(s) requesting inclusion allocated pro rata among them based on the number of shares of Common Stock other than Registrable Securities (on a fully diluted, as converted basis) and the number of Registrable Securities, as applicable, beneficially owned by all such

Stockholders or in such other manner as they may otherwise agree; and (2) second, the shares of Common Stock requested to be included therein by the Stockholders holding no Registrable Securities, allocated among such Stockholders in such manner as they may agree.

(v) If any Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering. All Stockholders proposing to distribute their securities through such underwriting shall (together with the Company and the other Stockholders distributing their securities through such underwriting) enter into and perform their obligations under an underwriting agreement in the form agreed to between the Company and the managing underwriter selected for such underwriting by the Company and in customary form.

(vi) The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 4(b) prior to the effectiveness of such registration, whether or not any Stockholder has elected to include securities in such registration, and shall promptly notify any Stockholder that has elected to include shares of Common Stock in such registration of such termination or withdrawal.

(c) [Intentionally omitted.]

(d) Registration Procedures. In the case of each registration, qualification, or compliance effected by the Company pursuant to Section 4(a) and to the extent applicable with respect to a Piggyback Registration or Piggyback Shelf Registration, the Company will keep each Stockholder advised in writing as to the initiation of each registration, qualification, and compliance and as to the completion thereof and, at its expense, the Company will use its commercially reasonable efforts to:

(i) prepare and file with the Commission a registration statement with respect to such securities and use its commercially reasonable efforts to cause such registration statement to become and remain effective for a period of at least one hundred twenty (120) days or until the distribution described in the registration statement has been completed, whichever occurs first; provided, however, that (1) such 120-day period shall be extended for a period of time equal to the period the Stockholder refrains from selling any securities included in such registration at the request of an underwriter of shares of Common Stock, and (2) in the case of any registration of Registrable Securities on Form S-3 which are intended to be offered on a continuous or delayed basis, subject to compliance with applicable Commission rules, such 120-day period shall be extended for up to an additional ninety (90) days to keep the registration statement effective until all such Registrable Securities are sold;

(ii) furnish to the Stockholders participating in such registration and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus, and such other

documents as such Stockholders or such underwriters may reasonably request in order to facilitate the public offering of such securities;

(iii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statements as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

(iv) notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing, and at the request of any such seller, prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchaser of such shares of Common Stock, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing;

(v) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Stockholders; provided, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(vi) cause all such Registrable Securities to be listed, not later than the effectiveness of such registration, on each securities exchange on which similar securities issued by the Company are then listed;

(vii) provide a transfer agent and registrar for all Registrable Securities and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(viii) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering; and

(ix) furnish, at the request of any Stockholder requesting registration of Registrable Securities pursuant to Section 4(a), on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to Section 4(a), if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration

statement with respect to such securities becomes effective, (1) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Stockholders requesting registration of Registrable Securities, and (2) to the extent such a letter may be delivered in accordance with then-applicable professional standards, a “comfort” letter, dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Stockholders requesting registration of Registrable Securities (to the extent the then-applicable standards of professional conduct permit said letter to be addressed to the Stockholders); provided, however, that only the Stockholders, and not any assignee of the Stockholders, shall be entitled to receive the opinion provided for in clause (1).

(e) Information from Stockholder. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 4(a) or Section 4(b) with respect to Registrable Securities of any selling Stockholder that such Stockholder(s) furnish to the Company such information regarding such Stockholder(s), Registrable Securities held by them, and the distribution proposed by such Stockholder(s) as the Company may reasonably request in writing for purposes of complying with the Securities Act and as shall be reasonably required in connection with any registration, qualification or compliance referred to in Section 4(a) or Section 4(b).

(f) Indemnification.

(i) To the extent permitted by law, the Company will indemnify and hold harmless each Stockholder, each of its officers, directors, partners, members, officers, stockholders, legal counsel, accountants, and each Person controlling such Stockholder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to Section 4, and each underwriter (as defined in the Securities Act), if any, and each Person who controls any underwriter within the meaning of Section 15 of the Securities Act, against all expenses, claims, losses, damages or liabilities (joint or several) (or actions, proceedings or settlements in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular, or other document (including any related registration statement, notification, or the like), or any amendment or supplement thereto, incident to any such registration, qualification, or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated under the Securities Act, the Exchange Act or state securities laws applicable to the Company in connection with any such registration, qualification or compliance, and the Company will reimburse each such Stockholder, each of its officers, directors, partners, members, officers, stockholders, legal counsel and accountants, and each Person controlling such Stockholder, each such underwriter and each Person who controls any such underwriter, for any legal and any other expenses reasonably incurred

in connection with investigating, preparing, defending or settling any such claim, loss, damage, liability or action, as such expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to the Company by such Stockholder, controlling Person, underwriter, or other aforementioned Person and stated to be specifically for use therein. It is agreed that the indemnity agreement contained in this Section 4(f) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(ii) Each Stockholder will (severally and not jointly), if Registrable Securities held by such Stockholder are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, partners, legal counsel and accountants, and each underwriter, if any, of the Company's securities covered by such a registration statement, each Person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, and each other such Stockholder, each of their officers, directors, and partners and each Person controlling such Stockholder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular, or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Stockholders, directors, officers, partners, legal counsel and accountants, underwriters or control Persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, as such expenses are incurred, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by such Stockholder and stated to be specifically for use therein; provided, however, that the obligations of such Stockholder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Stockholder (which consent shall not be unreasonably withheld); and provided, further, that that in no event shall any indemnity under this Section 4(f) exceed the net proceeds received by such Stockholder in such offering.

(iii) Each party entitled to indemnification under this Section 4(f) (the "Indemnified Party") shall give written notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; provided, however, that counsel for the Indemnifying Party, who shall conduct

the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party's expense; and provided, further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 4(f) unless the failure to give such notice is materially prejudicial to an Indemnifying Party's ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with the defense of such claim and litigation resulting therefrom.

(iv) If the indemnification provided for in this Section 4(f) is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any claim, loss, damage, liability or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such claim, loss, damage, liability or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and the Indemnified Party, on the other hand, in connection with the statements or omissions that resulted in such claim, loss, damage, liability, or expense, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact related to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. The Company and the Stockholders agree that it would not be just and equitable if contribution pursuant to this Section 4(f) were based solely upon the number of entities from whom contribution was requested or by any other method of allocation which does not take account of the equitable considerations referred to above. In no event shall any contribution by a Stockholder under this Section 4(f) exceed the net proceeds received by such Stockholder in such offering.

(v) The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages, and liabilities referred to above in this Section 4(f) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim, subject to the provisions of Section 4(f)(iii). No Person guilty of fraudulent misrepresentation (within the meaning of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(vi) The obligations of the Company and the Stockholders under this Section 4(f) shall survive the completion of any offering of Registrable Securities in a registration statement.

(g) Expenses of Registration. All Registration Expenses incurred in connection with any registration effected pursuant to Section 4(a) and Section 4(b) shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Stockholders shall be borne by the holders of the registered securities included in such registration, pro rata on the basis of the number of shares of Common Stock so registered.

(h) Rule 144 Reporting. With a view to making available to the Stockholders the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit such Stockholders to sell securities of the Company to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(i) make and keep current public information available, as those terms are understood and defined in Rule 144;

(ii) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(iii) so long as a Stockholder owns any Registrable Securities, to furnish to the Stockholder forthwith upon request, to the extent accurate, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of any other reporting requirements of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company so filed by the Company, and such other reports and documents of the Company so filed by the Company and such other information in the possession of or reasonably obtainable by the Company as a Stockholder may reasonably request in availing itself of Rule 144 or any other rule or regulation of the Commission allowing a Stockholder to sell any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act).

(i) Procedure for Underwriter Cutbacks. In any circumstance in which all of Registrable Securities and Other Shares requested to be included in a registration on behalf of the Stockholders cannot be so included as a result of limitations of the aggregate number of shares of Common Stock of Registrable Securities and Other Shares that may be so included, the number of shares of Common Stock of Registrable Securities and Other Shares that may be so included shall be allocated: (1) first, on the basis of the shares of Common Stock requested to be included therein by the Stockholder(s) requesting inclusion allocated pro rata among them based on the number of shares of Common Stock other than Registrable Securities (on a fully diluted, as converted basis) and the number of Registrable Securities, as applicable, beneficially owned by all such Stockholders or in such other manner as they may otherwise agree; and (2) second, the shares of Common Stock requested to be included therein by the Stockholders holding no Registrable Securities, allocated among such Stockholders in such manner as they may agree.

(j) Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Stockholders holding 50% of the aggregate Registrable Securities at such time, enter into any agreement with any holder or prospective holder of any securities of the Company which would allow such

holder or prospective holder to include such securities in any registration statement filed by the Company, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of his, her or its securities will not reduce the amount of Registrable Securities of the Stockholders which is included.

5. Special Veto Rights. Notwithstanding any provisions contained in the Amended Bylaws or any other provisions contained in this Agreement, any acquisition of the Company's or any of its subsidiaries' capital stock by a person or group that results in any such person or group directly or indirectly beneficially owning 30% or more of the outstanding capital stock of the Company or any of its subsidiaries, shall be subject to the prior written consent of each Airline Stockholder (such right of requiring consent, "Special Veto Rights"); provided, that each Airline Stockholder will only retain its Special Veto Rights so long as such Airline Stockholder (a) beneficially owns directly or indirectly at least 5% of Common Stock and (b) remains a party to any Capacity Purchase Agreement. The Special Veto Rights shall not be assignable by any Airline Stockholder other than to a successors-in-interest to such Airline Stockholder by merger, consolidation, or sale or transfer of a majority of such Airline Stockholder's assets or equity.

6. Representations and Warranties of Stockholders. Each Stockholder hereby represents and warrants to the Company and the other Stockholders as follows:

(a) If the Stockholder is an entity, the Stockholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority required, to own, lease and operate its assets and properties and to carry on its business.

(b) If the Stockholder is an entity, it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and the other agreements, instruments and documents contemplated by, or delivered in connection with, this Agreement (collectively, with this Agreement, the "Transaction Documents") to which it is or will be a party and to consummate the transactions contemplated hereby and thereby. If the Stockholder is an individual, he or she has all requisite capacity to execute, deliver and perform his or her obligations under this Agreement and the other Transaction Documents to which he or she is or will be a party and to consummate the transactions contemplated hereby and thereby. If the Stockholder is an entity, the execution and delivery by it of, and the performance by it of its obligations under, this Agreement and the other Transaction Documents to which it is or will be a party have been duly and validly authorized by all requisite action on the part of the Stockholder and its owners. This Agreement and the other Transaction Documents to which it is a party have been duly executed and delivered by the Stockholder and constitute a valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms.

(c) The execution and delivery by the Stockholder of this Agreement and the other Transaction Documents to which the Stockholder is or will be a party, the performance by the Stockholder of the obligations of the Stockholder hereunder and thereunder and the consummation by the Stockholder of the transactions contemplated hereby and thereby do not and will not: (i) if the Stockholder is an entity, violate any provision of the Amended Certificate

of Incorporation or the Amended Bylaws (or comparable organizational documents with different names) of the Stockholder; (ii) require on the part of the Stockholder any notice, registration or filing with, or any permit, or other authorization of, or any exemption by, any governmental authority or other Person not obtained prior to the date of this Agreement; (iii) result in a violation or breach of, constitute a default under, result in the acceleration of, give rise to any right to accelerate, terminate, modify or cancel, or require any notice, consent, authorization, approval or waiver under, or result in any other adverse consequence under, any contract to which the Stockholder is a party or by which the Stockholder or any of the assets or properties of the Stockholder is bound; (iv) violate or breach the terms of or cause any default under any law applicable to the Stockholder or any of the properties or assets of the Stockholder; or (v) with the passage of time, the giving of notice or both, have any of the effects described in clauses (i) through (iv) of this Section 6(c).

(d) The Stockholder has not entered into any voting agreement (other than this Agreement) with any Person with respect to any of the shares of Common Stock, granted any Person any proxy (revocable or irrevocable) or power of attorney with respect to any of the shares of Common Stock, deposited any of the shares of Common Stock in a voting trust or entered into any arrangement or agreement with any Person limiting or affecting the Stockholder's legal power, authority or right to vote the shares of Common Stock on any matter.

(e) The Stockholder understands and acknowledges that the Company has issued shares of Common Stock to the Stockholder in accordance with the Plan in reliance upon the Stockholder's execution and delivery of this Agreement and the representations and warranties of the Stockholder contained herein.

7. Confidentiality. Each Stockholder shall, and shall cause his, her or its Affiliates and representatives to keep confidential and not disclose to any other Person (other than his, her or its Affiliates and its and their respective directors, officers, employees and other representatives, so long as such Stockholder is responsible for any disclosure by such Affiliate, director, officer, employee or other representative of information in breach of this Section 7) any information, technology, trade secrets, or other intellectual property actually provided to such Stockholder by the Company pursuant to Section 8 or Section 12(c) ("Confidential Information") (unless and to the extent disclosure is required by applicable law, rule or regulation, including the rules of any applicable securities exchange). The obligations of the Stockholders under this Section 7 shall not apply to information that (a) is obtained from public information, (b) is received after the date of this Agreement from a third party not, to the knowledge of such Stockholder, subject to any obligation of confidentiality with respect to such information, (c) is or becomes known to the public, other than through a breach of this Agreement, (d) is disclosed in connection with any action, suit or other proceeding in connection with the rights or obligations of such Stockholder under this Agreement, any other Transaction Document or any other action, suit or other proceeding involving the Company or any of its subsidiaries or affiliates or (e) is independently developed by such Stockholder without reference to any Confidential Information. Notwithstanding the foregoing: (i) the provisions of this Section 7 shall only apply to such information received by a Stockholder in its capacity as such pursuant to Section 8; (ii) any confidentiality provisions set forth in the Capacity Purchase Agreements or in any other agreement between the Company and any Stockholder shall remain in full force and effect; and (iii) to the extent that any information is received by a Stockholder both in its

capacity as such and also in its capacity as a party to a Capacity Purchase Agreement or any other agreement with the Company, the confidentiality provisions of such Capacity Purchase Agreement or other agreement shall control to the extent there is a conflict with this Section 7.

8. Information and Inspection Rights.

(a) The Company shall deliver to each Stockholder (i) within ninety (90) days following the Company's fiscal year-end, copies of the Company's audited financial statements consisting of the consolidated balance sheet of the Company as of the end of such fiscal year and the related consolidated statements of income and retained earnings, stockholders' equity and cash flows for the fiscal year then ended (the "Audited Financial Statements"), and (ii) within forty-five (45) days following the end of each of the Company's first three (3) quarters, copies of the Company's unaudited financial statements consisting of the consolidated balance sheet of the Company and the related consolidated statements of income and retained earnings, stockholders' equity and cash flows for the fiscal quarter then ended (the "Interim Financial Statements" and together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements shall be prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments and the absence of notes. The Financial Statements shall be based on the books and records of the Company, and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. The Company shall maintain a standard system of accounting established and administered in accordance with GAAP.

(b) In addition, each Airline Stockholder shall have the right to (i) meet with the management and other representatives of the Company and Republic Airline Inc. upon reasonable prior notice, at reasonable times, and at reasonable intervals, and (ii) be provided all information it reasonably requests related to the Company and its Affiliates, in each case, including such assistance as any Airline Stockholder shall reasonably request in connection with its financial reporting responsibilities in respect of its ownership of equity securities of the Company. In addition, each 5% Stockholder, other than a direct competitor of the Company (as determined by the Board in good faith), shall have the right to (x) be provided unaudited consolidated monthly financial statements, without footnotes, in the form currently prepared by the Company in accordance with customary practices within the Company's industry (including related performance to budget information) within thirty (30) days following month-end, and (y) be provided the budget and the annual business plan promptly after adoption, and any related forecasts. The Company will provide each Stockholder, other than a direct competitor of the Company (as determined by the Board in good faith), the opportunity to attend a meeting (which may, at the Company's option, be in-person or telephonic) for all Stockholders (each, a "Quarterly Meeting") within forty five (45) days after the delivery of the Interim Financial Statements. The Company shall give each Stockholder written notice of the date, time and, if the Quarterly Meeting is in-person, location of such Quarterly Meeting at least thirty (30) days prior to the date thereof.

9. Termination and Survival. This Agreement shall terminate immediately upon the consummation of a Qualified IPO; provided, however, that the registration rights in Section 4, the provisions relating to the Special Veto Rights in Section 5 and Section 12(b), and the

confidentiality provisions of Section 7 shall survive indefinitely. The information rights in Section 8 shall terminate when no Stockholder that was a Stockholder as of the Effective Date qualifies as a 5% Stockholder.

10. Restrictive Legend. All certificates representing shares of Common Stock owned or hereafter acquired by the Stockholders or any transferee of the Stockholders are bound by this Agreement and shall have affixed thereto a legend substantially in the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A STOCKHOLDERS’ AGREEMENT, DATED [●], 2017, AMONG THE COMPANY AND CERTAIN STOCKHOLDERS NAMED THEREIN, AS AMENDED FROM TIME TO TIME, A COPY OF WHICH IS AVAILABLE FOR INSPECTION AT THE OFFICES OF THE SECRETARY OF THE COMPANY.”

11. Lock-Up.

(a) If the Company at any time shall register Common Stock in an underwritten offering, no Stockholder shall, directly or indirectly, without the prior written consent of the managing underwriters of such offering for a period (the “Lock-Up Period”) as shall be determined by the managing underwriters, which period cannot begin more than seven (7) days prior to the effectiveness of such registration and cannot last more than ninety (90) days (one hundred eighty (180) days in the case of a Qualified IPO) after the effective date of such registration, (i) offer, pledge, assign, encumber, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise Transfer or dispose of, any shares of Common Stock or any securities directly or indirectly convertible into or exercisable or exchangeable for Common Stock owned either of record or beneficially (as defined in the Exchange Act) by such Stockholder on the date of this Agreement or hereafter acquired, or (ii) enter into any swap or other agreement or arrangement that Transfers, in whole or in part, any of the economic consequences of ownership of Common Stock, whether any such transaction described in clause (i) or (ii) is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or publicly announce an intention to do any of the foregoing. The foregoing provisions of this Section 11 shall not apply to Transfers to Permitted Transferees or to sales of Registrable Securities to be included in such offering pursuant to Section 4(a)(i), Section 4(a)(ii) or Section 4(b)(i), and shall be applicable to the Stockholders only if all officers and directors of the Company and all Stockholders owning more than 1% of the issued and outstanding Common Stock are subject to the same restrictions.

(b) The foregoing paragraph shall not apply to: (i) transactions relating to shares of Common Stock acquired in open market transactions after the completion of a Qualified IPO, or the exercise of any stock option to purchase shares of Common Stock pursuant to any benefit plan of the Company; (ii) Transfers of shares of Common Stock or any security directly or indirectly convertible into or exercisable or exchangeable for Common Stock as a bona fide gift or in connection with estate planning, or by will or intestacy, or (iii) Transfer of shares of Common Stock or any security directly or indirectly convertible into or exercisable or

exchangeable for Common Stock to Permitted Transferees of the Stockholder; or (iv) the establishment of a trading plan pursuant to Rule 10b 5-1 under the Exchange Act for the Transfer of shares of Common Stock. In addition, each Stockholder agrees that, without the prior written consent of the Company, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security directly or indirectly convertible into or exercisable or exchangeable for Common Stock.

(c) In furtherance of the foregoing, (i) each Stockholder also agrees and consents to the entry of stop Transfer instructions with any duly appointed transfer agent for the registration or Transfer of the securities described herein against the Transfer of any such securities except in compliance with the foregoing restrictions, and (ii) the Company, and any duly appointed transfer agent for the registration or Transfer of the securities described herein, are hereby authorized to decline to make any Transfer of securities if such Transfer would constitute a violation or breach of this Section 11.

(d) Notwithstanding anything to the contrary contained in this Section 11, each Stockholder shall be released, pro rata, from any lock-up agreement entered into pursuant to this Section 11 in the event and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer, director or holder of greater than 1% of the issued and outstanding Common Stock.

12. Miscellaneous.

(a) Affiliate Status. Nothing in this Agreement shall be construed as an acknowledgment or admission with respect to any Stockholder's status as an Affiliate of the Company.

(b) Waiver of Certain Termination Rights. Each Airline Stockholder hereby waives, for so long as it retains the Special Veto Rights and such rights are honored in accordance with the provisions of Section 5, any right it may have to terminate any Capacity Purchase Agreement that arises solely in connection with a merger, change of control, combination or acquisition of the Company or any of its subsidiaries (as such terms may be defined or used in any such Capacity Purchase Agreement).

(c) Competitively Sensitive Information. For the avoidance of doubt, no Stockholder shall be entitled pursuant to Section 8 or otherwise, to receive from the Company or any of its subsidiaries any Confidential Information or competitively sensitive information that the Board reasonably determines in good faith should not be shared with such Stockholder in order to protect confidentiality restrictions applicable to such information, competitively sensitive information or any legal privilege, and, to the maximum extent permitted by applicable law, each Stockholder waives any information rights it may have under Section 220 of the DGCL to the extent related to such information; provided, however, notwithstanding the foregoing, the Company shall use commercially reasonable efforts to provide substitute disclosure to the applicable Stockholder(s), to the extent possible, of any information withheld pursuant to this Section 12(c) in a manner that attempts to address such confidentiality, competitively sensitive or privilege concerns (including, by way of example, by aggregating

separately identifiable customer or supplier data) and a reasonable explanation for the withholding of such information.

(d) All Shares of Common Stock Held by Stockholders. The terms and conditions of this Agreement govern all shares of Common Stock currently held by any Stockholder or acquired or received by any Stockholder or transferee subsequent to the date of this Agreement. In the event of a conflict between the terms of this Agreement and similar terms in an option agreement or other agreement governing shares of Common Stock held by a Stockholder, the terms of this Agreement shall govern. A Person that acquires shares of Common Stock in accordance and pursuant to the terms set forth herein from a Stockholder shall become a Stockholder with respect to such shares of Common Stock.

(e) Reclassification. In the event that any shares of Common Stock should, as a result of a stock split or stock dividend or combination of shares of Common Stock or any other change or exchange for other securities by re-classification, re-organization, re-designation, redenomination, sub-division, redemption, purchase by the Company of shares of Common Stock, merger, consolidation, re-capitalization, split-up, spinoff, partial or complete liquidation, sale of assets, distribution to the Stockholders, combination of shares of Common Stock or otherwise, be increased or decreased or changed into or exchanged for a different number or kind of shares of Common Stock or of another entity the number of shares of Common Stock held by the Stockholders shall be appropriately and proportionately adjusted to reflect such action and the terms and provisions of this Agreement shall apply to all of the share capital of any class of the Company now owned or that may be issued hereafter to the Stockholders in consequence of any such event.

(f) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(g) Specific Performance. It is specifically understood and agreed that any breach of the provisions of this Agreement by any Person subject hereto will result in irreparable injury to the other parties hereto, that the remedy at law alone will be an inadequate remedy for such breach, that, in addition to any other remedies which they may have, such other parties may enforce their respective rights by actions for specific performance in federal or state courts in the State of Delaware (to the extent permitted by law), and that each party hereto agrees to waive any requirement for the securing or posting of any bond in connection with any such remedy granted in relation to an Airline Stockholder's enforcement of its rights under Section 5.

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, other than conflict of laws principles thereof directing the application of any law other than that of the State of Delaware. Courts within the State of Delaware will have jurisdiction over all disputes between the parties hereto arising out of or relating to this Agreement, the other Transaction Documents, and the agreements, instruments and documents contemplated hereby. The parties hereby consent to and agree to submit to the jurisdiction of such courts. Each of the parties hereto waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party is not personally subject to the jurisdiction of such courts, (ii) such party and such

party's property is immune from any legal process issued by such courts, or (iii) any litigation commenced in such courts is brought in an inconvenient forum.

(i) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION OR AGREEMENT CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(j) Attorneys' Fees. If any action that law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding, in addition to any relief which such party may be entitled.

(k) Notices. All notices, requests, claims, demands or other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered, if delivered by hand, (ii) one (1) Business Day after transmitted, if transmitted by a nationally recognized overnight courier service, (iii) when telecopied, if telecopied (which is confirmed), or (iv) three (3) Business Days after mailing, if mailed by registered or certified mail (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12(k)):

(i) If to Company:

8909 Purdue Road, Suite 300
Indianapolis, IN 46268
Email: legal@rjet.com
Attention: Ethan Blank

With a copy to (which shall not constitute notice):

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
Attention: Chuck Samuelson
chuck.samuelson@hugheshubbard.com

(ii) If to the Stockholders: to the address specified on the signature page hereto.

(l) Complete Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter.

(m) Amendments and Waivers. This Agreement may be amended, modified or waived solely by an instrument in writing executed by the Stockholders beneficially owning at

least two-thirds of the then issued and outstanding shares of Common Stock owned by all Stockholders; provided, however, that to the extent any such amendment, modification or waiver also (i) materially affects the rights or obligations of the Company, or (ii) amends, modifies or waives any portion of this Section 12(m), such amendments, modifications, or waiver shall also require approval of a majority of the Board and be executed by the Company; provided, further, however, that, notwithstanding anything to the contrary in the foregoing, any amendment, modification or waiver of Section 12(b) shall only require the approval of the Airline Stockholders and a majority of the Board and be executed by the Company; provided, further, that (x) no amendment, modification or waiver that (1) adds any additional transfer restrictions other than those currently set forth in Section 2(a), (2) removes any 5% Stockholder's right of first offer as set forth in Section 2(b)(i), or (3) increases the percentage of holders of Registrable Securities required to request a Long-Form Registration pursuant to Section 4(a)(i), shall be effective against any Stockholder that does not consent to such amendment, modification or waiver and (y) no amendment, modification or waiver that alters, amends or repeals Section 5 or changes the provisions of this Section 12(m) with respect to the rights of any Airline Stockholder shall be effective against any Airline Stockholder that does not consent to such amendment, modification or waiver; and provided, further, that any Airline Stockholder may consent to any transaction under Section 5 without the consent of any other Stockholder.

(n) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(o) Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement may be executed by facsimile or PDF electronic signatures.

(p) Section Headings and References. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties. Any reference in this agreement to a particular section or subsection shall refer to a section or subsection of this Agreement, unless specified otherwise.

(q) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, executors and administrators. The Stockholders may not Transfer or otherwise assign any of their rights or obligations under this Agreement unless in connection with the Transfer of shares of Common Stock which is permitted and is made in accordance with the terms of this Agreement.

(r) Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the parties to this Agreement and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement except as expressly set forth in this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Stockholders' Agreement has been executed by the parties hereto as of the date first above written.

COMPANY:

REPUBLIC AIRWAYS HOLDINGS INC.

By: _____

Name: _____

Title: _____

STOCKHOLDER:

By:_____

Name:_____

Title:_____

Address:_____

Number of Shares of Common

Stock:_____

Schedule 1

THE STOCKHOLDERS

<u>Name of Stockholder</u>	-	<u>Address</u>
	-	

Exhibit A

FORM OF JOINDER

This JOINDER TO A STOCKHOLDERS' AGREEMENT (this "Joinder") is dated as of [●] and is made by [●], a [●], in connection with that certain Stockholders' Agreement dated [●], 2017 between Republic Airways Holdings Inc. and certain stockholders named therein (the "Stockholders' Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Stockholders' Agreement.

1. By executing and delivering this Joinder, the undersigned hereby becomes a party to the Stockholders' Agreement as a Stockholder thereunder, and agrees to be bound by all of the terms, covenants and conditions set forth therein and in any other Transaction Document with the same force and effect as if originally named therein as a Stockholder.

2. As of the date of this Joinder, the undersigned represents and warrants to Company and the other Stockholders all of the representations and warranties contained in Section 6 of the Stockholders' Agreement, which shall apply in respect to this Joinder *mutatis mutandis*.

3. The address to which notices may be sent to the undersigned is set forth below the signature of the undersigned.

Date: _____

Name of New Stockholder

By: _____

Name: _____

Title: _____

Address: _____

Acknowledgement by Assigning Stockholder:

Date: _____

Name of Assigning Stockholder

By: _____

Name: _____

Title: _____

Address: _____

EXHIBIT E

ASSUMED MANAGEMENT AGREEMENTS

Second Amended and Restated Employment Agreement, between Republic Airways Holdings Inc. and Joseph P. Allman

Second Amended and Restated Employment Agreement, between Republic Airways Holdings Inc. and Lars-Erik Arnell

Fifth Amended and Restated Employment Agreement, between Republic Airways Holdings Inc. and Bryan K. Bedford

Amended and Restated Employment Agreement, between Republic Airways Holdings Inc. and Ethan J. Blank

Amended and Restated Employment Agreement, between Republic Airways Holdings Inc. and Paul K. Kinstedt

Amended and Restated Employment Agreement, between Republic Airways Holdings Inc. and Matthew J. Koscal

EXHIBIT F

SCHEDULE 9.1 (ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES)

1. Executory Contracts and Unexpired Leases to be Assumed or Rejected. Pursuant to Article 9 of *Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the "Plan"), dated December 19, 2016 (ECF No. 1311),¹ Republic Airways Holdings Inc. and its related debtors, as debtors and debtors in possession (collectively, the "Debtors" or "Republic"), Schedule 9.1 of the Plan Supplement lists the executory contracts and unexpired leases that the Debtors presently intend to assume pursuant to the Plan (the "Contracts"). The Debtors may amend Schedule 9.1 on or prior to 3:00 p.m. (prevailing Eastern Time) on the date that is two Business Days prior to the commencement of the Confirmation Hearing in order to add, delete, or reclassify any Contract or amend the Proposed Cure (as hereinafter defined), as applicable, with respect to any Contract to be assumed, subject to certain extensions, limitations, and exceptions set forth in the Plan. Pursuant to Article 9 of the Plan, any executory contract and unexpired lease shall be deemed automatically rejected by the Debtors effective as of the Effective Date, except for any executory contract or unexpired lease that (i) has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) is the subject of a motion to assume or reject pending on the Effective Date, (iii) is listed on Schedule 9.1 to the Plan Supplement, or (iv) as to which a Treatment Objection has been filed and properly served by the Treatment Objection Deadline.

2. Proposed Cure Amounts. Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the Contracts at the time of assumption. The Debtors have determined the amounts required to cure any prepetition defaults under the Contracts (collectively, the "Proposed Cure") based on the Debtors' books and records and related documents. The Proposed Cure for each Contract is included on Schedule 9.1. The Proposed Cure includes any amounts owed pursuant to sections 503(b)(9) or 546(c) of the Bankruptcy Code, including but not limited to amounts allowed (but not paid) as (i) 503(b)(9) Claims pursuant to the *Order Approving (I) Debtors' Determination of Claims Asserted Pursuant to 11 U.S.C. §§ 503(b)(9) and (II) Settlements of Certain Claims Asserted Pursuant to 11 U.S.C. §§ 503(b)(9)*, entered on December 16, 2016 (ECF No. 1302) or (ii) Reclamation Claims pursuant to *Debtors' Reclamation Notice Under the Order Pursuant to 11 U.S.C. §§ 105 & 546(c) Establishing and Implementing Exclusive and Global Procedures for Treatment of Reclamation Claims*, filed on June 28, 2016 (ECF No. 721). If you are a counterparty to a Contract listed on this Schedule 9.1 and there is no Proposed Cure listed or the Proposed Cure is listed as \$0.00, the Debtors have determined there is no cure amount or other obligation owing with respect to such Contract. The Debtors have made this determination because (i) there are no defaults under the applicable agreement, (ii) you have previously executed an agreement waiving or otherwise resolving defaults under the applicable agreement, or (iii) you filed a proof of claim for prepetition amounts owing under an executory contract or unexpired lease and such claim was previously satisfied by the Debtors.

1. Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Plan.

3. Deadline to Respond to Proposed Assumption, Proposed Rejection, Proposed Cure, and Proposed Contract Effective Date. If you object to the assumption, rejection, the amount of the Proposed Cure, or the date the assumption or rejection will be deemed effective (the “Contract Effective Date,” hereafter the Effective Date as defined in the Plan) for a particular contract as specified on Schedule 9.1, you must file with the Bankruptcy Court a written objection (a “Treatment Objection”) setting forth (i) the basis for such objection and (ii) the name and contact information of the person authorized to settle such objection, and serve the same on the following parties, so that such Treatment Objection is actually received no later than **4:00 p.m. (prevailing Eastern Time) on February 21, 2017** (the “Treatment Objection Deadline”):

- i. The Debtors, c/o Republic Airways Holdings Inc., 8909 Purdue Road, Suite 300, Indianapolis, Indiana 46268 (Attn: Ethan J. Blank, Esq. (legal@rjet.com));
- 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), 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 Erin E. Diers, Esq. (erin.diers@hugheshubbard.com))
- iii. The Office of the United States Trustee for the Southern District of New York, Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Brian Masumoto, Esq.); and
- iv. The attorneys for the Official Committee of Unsecured Creditors, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019 (Attn: Brett H. Miller, Esq. (bmiller@mofo.com), Todd M. Goren, Esq. (tgoren@mofo.com), and Erica J. Richards, Esq. (erichards@mofo.com)).

Unless you properly and timely file and serve a Treatment Objection by the Treatment Objection Deadline with respect to a Contract identified on Schedule 9.1 (i) such Contract shall be deemed assumed effective as of the Effective Date, (ii) the Proposed Cure specified on Schedule 9.1 shall be the Cure and shall be deemed to satisfy in full any prepetition obligations the Debtors might have with respect to such Contract(s) under section 365(b) of the Bankruptcy Code, and (iii) you shall be forever barred from asserting any other, additional, or different amount on account of such obligations against the Debtors or the Reorganized Debtors.

Unless you properly and timely file and serve a Treatment Objection by the Treatment Objection Deadline with respect to any executory contract or unexpired lease to be rejected pursuant to Section 9.1 of the Plan, such executory contract or unexpired lease shall be deemed rejected as of the Effective Date.

To the extent you have more than one executory contract or unexpired lease with the Debtors, a Treatment Objection with respect to one executory contract or unexpired lease shall have no impact on the other executory contract(s) or unexpired lease(s) to which you are a party for which no Treatment Objection has been filed and served.

4. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the assumption or rejection of a Contract, a Proposed Cure, or the proposed Contract Effective Date, you contact the Debtors prior to the Treatment Objection Deadline to attempt to resolve such dispute consensually. The Debtors' contact for such matters is Prime Clerk LLC at (855) 252-2304. If such dispute cannot be resolved consensually prior to the Treatment Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve a Treatment Objection as set forth in paragraph 3 above to preserve your right to object to the assumption, rejection, the proposed Contract Effective Date, or the Proposed Cure.

5. **Hearing.** If you timely file and serve a Treatment Objection that is not otherwise resolved after a reasonable period of time, a hearing will be scheduled in accordance with Section 9.3(c) of the Plan. Unless the Bankruptcy Court expressly orders or the parties agree otherwise, if the Bankruptcy Court approves the rejection or assumption of your Contract(s) notwithstanding a Treatment Objection, the assumption or rejection of such Contract(s) shall be effective as of the Effective Date.

6. **Reservation of Rights.** If a Treatment Objection is filed with respect to any Contract sought to be assumed or rejected by any of the Post-Effective Date Debtors, the Post-Effective Date Debtors reserve the right (i) to seek to assume or reject such agreement at any time before the assumption, rejection, assignment, or Cure with respect to such agreement is determined by Final Order and (ii) to the extent a Final Order is entered resolving a dispute as to Cure or the permissibility of assignment (but not approving the assumption of the executory contract or unexpired lease sought to be assumed), to seek to reject such agreement within 14 calendar days after the date of such Final Order, in each case by filing with the Bankruptcy Court and serving upon the applicable Assumption Party or Rejection Party, as the case may be, a Notice of Intent to Assume or Reject.

7. **Payment of Cure Amount.** Any Cure shall be paid as soon as reasonably practicable following the Effective Date or entry of a separate Final Order approving the assumption of the respective Contract. Upon payment in full of the Cure, any proofs of Claim based upon such Contract(s) shall be deemed disallowed and expunged. Any proofs of Claim that do not relate to such Contract(s) or have otherwise been waived will be reconciled pursuant to the Debtors' claims reconciliation process.

8. **Rejection Claims.** You must file a proof of claim with the Debtors' claims and noticing agent, Prime Clerk LLC, for any claim arising from the rejection of an executory contract or unexpired lease (a "Rejection Claim") no later than **5:00 p.m. (Eastern Time) on the date that is thirty (30) calendar days after entry of an order of the**

Bankruptcy Court approving the rejection of such Contract (the “Rejection Bar Date”).²
Any holder of a Rejection Claim that fails to timely file a proof of claim in the appropriate form will be forever barred from asserting such Rejection Claim against the Debtors and their chapter 11 estates and from participating in any distribution in the Debtors’ cases on account of such Rejection Claim. **A holder of a possible Rejection Claim against the Debtors should consult an attorney if such holder has any questions regarding this Notice, including whether the holder should file a proof of claim.**

2. Official Form 10 can be found at <http://www.uscourts.gov/forms/bankruptcy-forms>, the Official Website for the United States Bankruptcy Courts. A customized Proof of Claim Form can also be obtained on the website established for these chapter 11 cases, <https://cases.primeclerk.com/rjet/>.

General Notes to Schedule 9.1:

1. Neither the exclusion nor the inclusion of a contract or lease by the Debtors on this Schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease or contract is an unexpired lease or executory contract or that any Debtor, or its respective Affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on these Schedules that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. The Debtors reserve the right, on or prior to 3:00 p.m. (prevailing Eastern Time) on the date that is two Business Days prior to the commencement of the Confirmation Hearing in order to add, delete, or reclassify any Contract or amend the Proposed Cure (as hereinafter defined), as applicable, with respect to any Contract to be assumed, subject to certain extensions, limitations, and exceptions set forth in the Plan.
2. As a matter of administrative convenience, in certain cases the Debtors have listed the original parties to the documents listed in Schedule 9.1 without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these Schedules is not intended to change the treatment of such documents.
3. The Debtors may have listed certain contracts that they have previously been assumed or rejected, and nothing herein is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected contract.
4. Collective Bargaining Agreements are addressed in Section 9.7 of the Plan and are not included on this Schedule 9.1.
5. Each executory contract and unexpired lease assumed pursuant to the Plan includes all modifications, amendments, addenda, exhibits and supplements that affect such contract or lease.
6. Pursuant to and in accordance with the *Order Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 6004 for Approval of (I) Merger of Shuttle America Corporation Into Republic Airline Inc., and (II) Surrender of the Shuttle America Corporation Air Carrier Certificate*, entered on November 28, 2016 (ECF No. 1236), on or around January 31, 2017, Shuttle America Corporation (“Shuttle”) was merged with and into Republic Airline Inc. (“Republic Airline”) and all of Shuttle’s assets and liabilities automatically vested in Republic Airline, as Shuttle’s successor. Any executory contracts or unexpired leases of Shuttle that has not been assigned to Republic as a matter of law on the Effective Date shall be assumed by Shuttle and assigned to Republic pursuant to section 365(f) of the Bankruptcy Code.

SCHEDULE 9.1

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
1.	Republic Airline Inc.	A&P International Services SA de CV dba Aviation Integrated Services Group	AV. TULUM L2-01 OFICINA 102 M2 SM15A CANCUN QUINTANA ROO 77500 MEXICO	SGHA Main Agreement and Amendments	\$0
2.	Republic Airways Holdings Inc.	ADF Airways	C/O ADF ACADEMY, INC. 14532 SW 129TH STREET BUILDING 227 KENDALL-TAMIAMI AIRPORT MIAMI FL 33186	Pilot Pathway Program MOU	\$0
3.	Republic Airways Holdings Inc.	AeroControlex	ATTN: DIRECTOR OF SALES AND MARKETING 4223 MONTICELLO BLVD. SOUTH EUCLID OH 44121	Lavatory Drain Cable Supply Agreement	\$1,645.80
4.	Republic Airline Inc.	Aerovias del Continente Americano SA, Avianca	ATTN: MICHELLE PIAR DIAGONAL 25G N95-8 CENTRO DE EXCELENCIA OPERACIONAL AVIANCA BOGOTA, COLUMBIA	Avianca Standard Ground Handling Agreement, Aircraft Maintenance	\$0
5.	Republic Airways Holdings Inc.	Aerexchange Ltd	ATTN: DIRECTOR OF OPERATIONS 5221 N. O'CONNOR BLVD. STE. 800 IRVING TX 75039	Subscription Services Agreement	\$0
6.	Republic Airways Holdings Inc.	Aims Community College	5590 W 11TH STREET GREELY CO 80643	Aviation Career Pipeline Interview Agreement	\$0
7.	Republic Airways Holdings Inc.	Air Wisconsin Airlines Corporation	W6390 CHALLENGER DRIVE, STE 203 APPLETON WI 54914	Software License Agreement	\$0
8.	Republic Airways Holdings Inc.	Airborne Maintenance & Engineering Services, Inc.	ATTN: CONTRACT MANAGER 145 HUNTER DRIVE MAIL STOP 1005B WILMINGTON OH 45177-9390	On-Call Aircraft Line Maintenance Agreement	\$2,986.75

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
9.	Republic Airways Holdings Inc.	Aircraft Service International, Inc.	ATTN: CONTRACTS 201 SOUTH ORANGE AVENUE, STE 1100A ORLANDO FL 32801	Into-Plane Fueling Service Agreement - New Orleans	\$4,521.60
10.	Republic Airways Holdings Inc.	Airline Tech Reps, LLC dba STS Line Maintenance	ATTN: GROUP PRESIDENT 2000 NE JENSEN BEACH BLVD JENSEN BEACH FL 34957	Line Maintenance Service Agreement	\$88,830.48
11.	Republic Airline Inc.	Airlines Clearing House, Inc.	1275 PENNSYLVANIA AVE. STE 1300 WASHINGTON DC 20004	Clearance and net settlement of accounts receivable	\$0
12.	Shuttle America Corporation	Airlines Clearing House, Inc.	1275 PENNSYLVANIA AVE. STE 1300 WASHINGTON DC 20004	Clearance and net settlement of accounts receivable	\$0
13.	Republic Airline Inc.	Airlines Technical Support	AÉROPORT AIMÉ CÉSAIRE 97232 LE LAMENTIN MARTINIQUE FRENCH WEST INDIES	Standard Ground Handling Agreement Annex B	\$0
14.	Republic Airways Holdings Inc.	Airways Cleaners LLC	15 CLINTON AVENUE ROCKVILLE CENTRE NY 11570	Agreement for Janitorial Services	\$125
15.	Republic Airline Inc.	Albany County Airport Authority	CHIEF EXECUTIVE OFFICER ALBANY COUNTY AIRPORT AUTHORITY STE. 200 ALBANY NY 12211-1057	Affiliate Operating Agreement naming Republic Airline Inc. as an affiliate of American Airlines	\$0
16.	Republic Airline Inc.	Albany County Airport Authority	CHIEF EXECUTIVE OFFICER ALBANY COUNTY AIRPORT AUTHORITY STE. 200 ALBANY NY 12211-1057	Affiliate Operating Agreement naming Republic Airline Inc. as an affiliate of United Airlines.	\$0
17.	Shuttle America Corporation	Albany County Airport Authority	CHIEF EXECUTIVE OFFICER ALBANY COUNTY AIRPORT AUTHORITY STE. 200 ALBANY NY 12211-1057	Affiliate Operating Agreement identify Shuttle America as an affiliate of Delta Airlines at ALB	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
18.	Shuttle America Corporation	Albany County Airport Authority	CHIEF EXECUTIVE OFFICER ALBANY COUNTY AIRPORT AUTHORITY STE. 200 ALBANY NY 12211-1057	Affiliate Operating Agreement identify Shuttle America as an affiliate of United Airlines at ALB	\$0
19.	Republic Airways Holdings Inc.	Allegheny County Airport Authority	ATTN: SALLY S. BRADFORD LANDSIDE TERMINAL 4 TH FLOOR MEZZANINE PITTSBURGH PA 15231	Conduit Lease	\$0
20.	Republic Airways Holdings Inc.	American Express Travel Related Services Company, Inc.	AMERICAN EXPRESS COMPANY, CORPORATE SERVICES OPERATIONS AESC-P 20022 NORTH 31 ST AVE. MAILCODE AZ-08-02-11 PHOENIX AZ 85027	Global Corporate Payments PAYVE BIP Services Agreement	\$0
21.	Republic Airways Holdings Inc.	American Flyers, Inc.	ATTN: ANDREW HENLEY 801 NE 10TH STREET POMPANO BEACH FL 33060	Pilot Pipeline Interview Agreement	\$0
22.	Republic Airways Holdings Inc.	American Food & Vending Corp	ATTN: GENERAL COUNSEL 124 METROPOLITAN PARK DRIVE SYRACUSE NY 13088	Service Agreement	\$0
23.	Republic Airways Holdings Inc.	Anthem Insurance Companies dba Anthem Blue Cross and Blue Shield	ATTN: SCOTT SMITH 220 VIRGINIA AVENUE INDIANAPOLIS IN 46204	Administrative Services Agreement	\$0
24.	Republic Airways Holdings Inc.	Aramark Refreshment Services, Inc.	ATTN: PRESIDENT 1101 MARKET STREET PHILADELPHIA PA 19107	Vending and Beverage Service Agreement	\$0
25.	Republic Airways Holdings Inc.	Associated Energy Group, LLC	703 WATERFORD WAY, STE. 500 MIAMI FL 33126	Fuel Management Services Agreement	\$27,301.23
26.	Republic Airways Holdings Inc.	ATCO Inc. PMA	ATCO, INC. 521 SHATTUCK WAY NEWINGTON NH 3801	Projects Letter Agreement	\$41,452.28

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
27.	Republic Airways Holdings Inc.	AvFinity LLC	ATTN: MANAGING DIRECTOR 7000 N. MO PAC EXPRESSWAY, STE. 200 AUSTIN TX 78731	Aviation Telecommunications Service License Agreement, Extended Services Plan Agreement	\$15,062.14
28.	Republic Airline Inc.	Aviation Ground Services	S. DE R.L. / TON-CAN AUEROPUERTO JUAN MANUEL GÁLVEZ RTB FRENTE OFICINAS DSA ROATAN, BAY ISLANDS HONDURAS, C.A	Standard Ground Handling Agreement Annex B	\$0
29.	Republic Airways Holdings Inc.	Balanced IT Solutions, LLC (Comply365)	COMPLY365 655 3 RD ST #365 BELOIT WI 53511	Software License, Hosting Agreement & Amendments	\$57,500
30.	Republic Airways Holdings Inc.	Bank of America, N.A.	30 SOUTH MERIDIAN STE. 800 INDIANAPOLIS IN 46204	Letter of Credit and Cash Collateral Account Agreement and Amendments	\$0
31.	Shuttle America Corporation	Boise City Department of Aviation	BOISE AIRPORT ATTN: AIRPORT PROPERTY & CONTRACT ADMINISTRATOR 3201 AIRPORT WAY STE. 1000 BOISE ID 83705	United Airline Affiliate Operating Agreement	\$0
32.	Republic Airline Inc.	Broward County	115 SOUTH ANDREWS AVE FT. LAUDERDALE FL 33301	Field Usage Agreement	\$0
33.	Shuttle America Corporation	Burbank-Glendale-Pasadena Airport Authority	ATTN: EXECUTIVE DIRECTOR 2627 HOLLYWOOD WAY BURBANK CA 91505	Airport Use and Facility Operating Permit	\$0
34.	Republic Airways Holdings Inc.	Business Wire	ATTN: LEGAL 101 CALIFORNIA STREET 20TH FLOOR SAN FRANCISCO CA 94111	Special Pricing Agreement (Bulk)	\$0
35.	Republic Airways Holdings Inc.	Careworks Absence Management, LTD	555 GLENDON COURT DUBLIN OH 43016	Leave Administration, Disability Claim Administration and Integrated Disability Management Services Agreement, Plus Amendments	\$22,500

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
36.	Republic Airline Inc.	Cedar Rapids Airport Commission	AIRPORT DIRECTOR 2515 ARTHUR COLLINS PKWY S.W. CEDAR RAPIDS IA 52404	Signatory Airline Use and Lease Agreement	\$0
37.	Republic Airways Holdings Inc.	Charles Schwab & Co., Inc.	211 MAIN STREET SAN FRANCISCO CA 94105	Equity Compensation Plan Service Agreement and Amendment to the Schwab Defined Contribution Plan Services Agreement	\$4,650.00
38.	Republic Airline Inc.	Charlotte Airline	CITY OF CHARLOTTE, NORTH CAROLINA ATTN: AVIATION DIRECTOR CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT 5601 WILKINSON BOULEVARD CHARLOTTE, NC 28208	Use Lease Agreement	\$0
39.	Shuttle America Corporation	Cintas	LOCATION G65 PO BOX 930803 CINCINNATI OH 45263	Standard Rental Service Agreement - Uniforms	\$3,565.46
40.	Republic Airways Holdings Inc.	CISCO Systems Capital Corporation	170 WEST TASMAN DRIVE MAILSTOP SJ-13/3 SAN JOSE CA 95134	Agree to Lease Presidio Equipment	\$0
41.	Republic Airways Holdings Inc.	CISCO Systems Capital Corporation	170 WEST TASMAN DRIVE MAILSTOP SJ-13/3 SAN JOSE CA 95134	Agree to Lease TBA Equipment	\$0
42.	Republic Airways Holdings Inc.	Cisco Systems Capital Corporation	170 WEST TASMAN DRIVE MAILSTOP SJ-13/3 SAN JOSE CA 95134	Agreement to Lease Equipment and Master Installment Payment Agreement	\$0
43.	Republic Airways Holdings Inc.	Citrix Systems Inc.	851 W. CYPRESS CREEK ROAD FORT LAUDERDALE FL 33309	Support & Maintenance - Citrix XenApp, Repeater Plug-in, Access Gateway, XenDesktop Platinum, Branch Repeater VPX, XenMobile MDM, XenMobile Enterprise, Netscaler	\$0
44.	Republic Airline Inc.	City of Atlanta	DEPARTMENT OF AVIATION SUITE 4000 PO BOX 30320 ATLANTA GA 30320	Airport Use License Agreement granting Republic Airline Inc. permission to operate at Hartsfield-Jacksons Atlanta International Airport.	\$660

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
45.	Republic Airline Inc.	City of Chicago	COMMISSIONER DEPARTMENT OF AVIATION CHICAGO O'HARE INTERNATIONAL AIRPORT PO BOX 66142 CHICAGO IL 60666	Airport License and Agreement	\$0
46.	Shuttle America Corporation	City of Chicago	COMMISSIONER DEPARTMENT OF AVIATION CHICAGO O'HARE INTERNATIONAL AIRPORT PO BOX 66142 CHICAGO IL 60666	Airport License and Agreement	\$0
47.	Shuttle America Corporation	City of Colorado Springs, Colorado	DIRECTOR OF AVIATION 7770 MILTON E. PROBY PARKWAY STE. 50 COLORADO SPRINGS CO 80916	Signatory Airline Use and Lease Agreement	\$0
48.	Shuttle America Corporation	City of Dayton	DIRECTOR OF AVIATION 3600 TERMINAL DRIVE, STE. 300 VANDALIA OH 45377-1095	Airport Operating and Terminal Building Occupancy Permit and Amendments	\$0
49.	Republic Airline Inc.	City of Dayton	DIRECTOR OF AVIATION 3600 TERMINAL DRIVE, STE. 300 VANDALIA OH 45377-1095	Airport Operating and Terminal Building Occupancy Permit	\$0
50.	Republic Airline Inc.	City of San Antonio	AVIATION DIRECTOR SAN ANTONIO INTERNATIONAL AIRPORT 9800 AIRPORT BLVD SAN ANTONIO TX 78219	Airline Operating Permit	\$2,949.18
51.	Shuttle America Corporation	City of San Antonio	AVIATION DIRECTOR SAN ANTONIO INTERNATIONAL AIRPORT 9800 AIRPORT BLVD SAN ANTONIO TX 78219	Airline Operating Permit	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
52.	Shuttle America Corporation	City of St. Louis	AIRPORT PROPERTIES DEPARTMENT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT 10702 LAMBERT INTERNATIONAL BLVD. ST. LOUIS MO 63146	Airline Operating Agreement and Terminal Building Space Permit	\$144,102.01
53.	Republic Airways Holdings Inc.	Comdata Network, Inc.	5301 MARYLAND WAY BRENTWOOD TN 37027	Comdata MasterCard Corporate Card Agreement Comdata Prepaid Solutions Client Agreement and Amendment to the Corporate Card Agreement	\$0
54.	Republic Airways Holdings Inc.	Comfort Inn Manchester	ATTN: KAITLIN O'FLAHERTY, ASSISTANT GENERAL MANAGER 298 QUEEN CITY AVE MANCHESTER NH 03102	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$17,454.93
55.	Republic Airways Holdings Inc.	Comfort Suites Airport	2710 IDAHO AVE. KENNER LA 70062	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$27,739.65
56.	Republic Airways Holdings Inc.	Concur Technologies, Inc.	601 108 TH AVENUE NE, STE 1000 BELLEVUE WA 98004	Business Services Agreement	\$8,034.59
57.	Shuttle America Corporation	Connecticut Airport Authority	ATTN: AIRPORT DIRECTOR BRADLEY INTERNATIONAL AIRPORT TERMINAL A, 3 RD FLOOR, ADMINISTRATIVE OFFICES WINDSOR LOCKS CT 06096	Affiliate Airline Notification	\$0
58.	Republic Airways Holdings Inc.	Continuant	5050 20TH ST. E. FIFE WA 98424	Support and Maintenance - PBX Call Pilot Critical Spares	\$0
59.	Republic Airways Holdings Inc.	Continuant	5050 20TH ST. E. FIFE WA 98424	Support & Maintenance - PBX Option 61 (INDHQ) & Option 11 (Training Ctr) - Call Pilot 4.0 & 5.0, Symposium	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
60.	Republic Airline Inc.	Contracting Airlines	SHERMAN & HOWARD, AGENT FOR THE CONTRACTING AIRLINES 633 SEVENTEENTH STREET #3000 DENVER CO 80202	DIA Associate Airline Agreement	\$0
61.	Shuttle America Corporation	Contracting Airlines	SHERMAN & HOWARD, AGENT FOR THE CONTRACTING AIRLINES 633 SEVENTEENTH STREET #3000 DENVER CO 80202	DIA Associate Airline Agreement	\$0
62.	Republic Airways Holdings Inc.	Courtyard by Marriott Airport	ATTN: BOB BOSTON, GENERAL MANAGER 1780 NONCONNAH BLVD. MEMPHIS, TN 38132	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$6,547.41
63.	Republic Airways Holdings Inc.	Courtyard DFW Airport West Bedford	ATTN: CHERI FLORES, GENERAL MANAGER 2201 AIRPORT FREEWAY BEDFORD TX 76021	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$17,443.58
64.	Republic Airways Holdings Inc.	Courtyard Marriott ABQ Airport	ATTN: CHRIS VAN ZELE, GENERAL MANAGER 1920 YALE BLVD SE ALBUQUERQUE NM 87106	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$5,902.20
65.	Republic Airways Holdings Inc.	Crosspoint Power Generation	4301 W MORRIS ST INDIANAPOLIS IN 46241	Planned Equipment Maintenance Agreement	\$0
66.	Republic Airways Holdings Inc.	Crowne Plaza Grand Rapids	ATTN: JOHN LAGAZO, GENERAL MANAGER 5700 28 TH STREET SE GRAND RAPIDS MI 49546	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$346.76
67.	Republic Airways Holdings Inc.	D&B Power Associates, Inc.	SUB-CONTRACTED TO SCHNEIDER ELECTRIC 453 DUNHAM SUITE 100 ST. CHARLES IL 60174	Support and Maintenance - APC UPS Equipment - INDHQ 3rd Floor	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
68.	Republic Airline Inc.	DCA Fuel Committee	C/O AMERICAN AIRLINES ATTN: JOHN TROZZO PITTSBURGH INTERNATIONAL AIRPORT 500 TOWER ROAD CORAPOLIS PA 15108	Ronald Reagan Washington National Airport Affiliate Airline Agreement	\$0
69.	Shuttle America Corporation	DCA Fuel Committee	C/O AMERICAN AIRLINES ATTN: JOHN TROZZO PITTSBURGH INTERNATIONAL AIRPORT 500 TOWER ROAD CORAPOLIS PA 15108	Ronald Reagan Washington National Airport Affiliate Airline Agreement	\$0
70.	Republic Airline Inc.	Denver International Airport	ATTN: MANAGER, DENVER INTERNATIONAL AIRPORT AOB – 9 TH FLOOR 8500 PENA BLVD. DENVER CO 80249-6340 -AND- ATTN: PROPERTY MANAGEMENT SECTION MANAGER, AIRLINES 8500 PENA BLVD., AOB, 9 TH FLOOR DENVER CO 80249-6340	Agreement for Operations of Lifts for Boarding – Deplaning	\$0
71.	Shuttle America Corporation	Denver International Airport	MANAGER, DENVER INTERNATIONAL AIRPORT AOB – 9 TH FLOOR 8500 PENA BLVD. DENVER CO 80249-6340 -AND- PROPERTY MANAGEMENT SECTION MANAGER, AIRLINES 8500 PENA BLVD., AOB, 9 TH FLOOR DENVER CO 80249-6340	Agreement for Operations of Lifts for Boarding - Deplaning	\$0
72.	Republic Airways Holdings Inc.	Discovery Air Technical Services Inc.	800 8E RUE DE L'AEROPORT QC G2G 2S6 CANADA	Aircraft Heavy Maintenance & AOG and Line Maintenance GTA and Amendments	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
73.	Republic Airways Holdings Inc.	Disposal Alternatives Organization LLC	3518 E. MICHIGAN STREET INDIANAPOLIS IN 46201	Service Agreement	\$0
74.	Republic Airways Holdings Inc.	DoubleTree by Hilton Portland	ATTN: MERRILL MARSH, CONTROLLER 363 MAINE MALL ROAD SOUTH PORTLAND ME 04106	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$9,173.66
75.	Republic Airways Holdings Inc.	Doubletree Hotel Omaha Downtown	1616 DODGE ST OMAHA NE 68102	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$0
76.	Republic Airline Inc.	Dougherty Air XXIII Investment Trust as Lessor and Dougherty Air Trustee LLC (as owner trustee)	Dougherty Air Trustee, LLC c/o Dougherty Equipment Finance LLC 90 South Seventh Street, Suite 4300 Minneapolis, MN 55402	Engine Lease Agreement (ESN 193956) Dated as of December 31, 2013	\$0
77.	Republic Airways Holdings Inc.	Embraer Aircraft Customer Services, Inc	276 SW 34 TH STREET FORT LAUDERDALE FL 33315	Collaborative Inventory Planning Supplemental Agreement	\$0
78.	Republic Airline Inc.	Embraer S. A.	ATTN: CONTRACTS ADMINISTRATOR AVENIDA BRIGADEIRO FARIA LIMA, 2170 PUTIM 12.227-901 SAO JOSE DOS CAMPOS SP	Data License Agreement	\$0
79.	Republic Airways Holdings Inc.	Embraer S. A.	ATTN: DIRECTOR, TECHNICAL SERVICES & TRAINING AVENIDA BRIGADEIRO FARIA LIMA, 2170 PUTIM 12.227-901 SAO JOSE DOS CAMPOS SP	FLYEMBRAER.COM SEA0198-12, General Terms of Use	\$0
80.	Republic Airways Holdings Inc.	Empathia, Inc.	ATTN: PHILIP CHARD N17 W24100 RIVERWOOD DRIVE STE. 300 WAUKESHA WI 53188	Agreement for Disaster Management Services	\$0
81.	Republic Airways Holdings Inc.	EnVista Concepts, LLC	11711 N. MERIDIAN STREET STE. 415 CARMEL IN 46032	Transportation Services Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
82.	Republic Airways Holdings Inc.	Fire Detection Group	6802 WEST RAWSON AVENUE P.O. BOX 20 FRANKLIN WI 53129	Monitoring Contract Renewal	\$0
83.	Republic Airways Holdings Inc.	First Advantage Enterprise Screening Corporation	9800 CROSSPOINT BOULEVARD INDIANAPOLIS IN 46256	Master Service Agreement, Biometrics Services Addendum, Background Screening Service Addendum	\$2,486.05
84.	Republic Airways Holdings Inc.	Flexible Lifeline Systems, Inc.	14325 WEST HARDY ROAD HOUSTON TX 77060	Standard Terms and Conditions	\$2,984
85.	Republic Airways Holdings Inc.	GBT US LLC d/b/a American Express Global Business Travel	ATTN: GENERAL COUNSEL'S OFFICE THREE WORLD FINANCIAL CENTER 200 VERSEY STREET NEWYORK NY 10285	Letter Agreement and Amendments for SSO and HR Data Feed	\$0
86.	Shuttle America Corporation	Grand Rapids Kent County	KENT COUNTY DEPARTMENT OF AERONAUTICS 5500 44 TH ST SE GRAND RAPIDS MI 49512	2016 Airport Operating Terminal Building Occupancy	\$0
87.	Republic Airline Inc.	Grand Rapids Kent County	KENT COUNTY DEPARTMENT OF AERONAUTICS 5500 44 TH ST SE GRAND RAPIDS MI 49512	2016 Airport Operating Terminal Building Occupancy	\$0
88.	Shuttle America Corporation	Greater Orlando Aviation Authority	EXECUTIVE DIRECTOR GREATER ORLANDO AVIATION AUTHORITY ONE JEFF FUQUA BLVD. ORLANDO FL 32827-4399	Non-Signatory Airline Operating Agreement	\$0
89.	Republic Airline Inc.	Greenville-Spartanburg Airport District	2000 GSP DRIVE, SUITE 1 GREER SC 29651	Airline-Airport Use Permit	\$2,200.43
90.	Republic Airline Inc.	Hillsborough County Aviation Authority	ATTN: CHIEF EXECUTIVE OFFICER TAMPA INTERNATIONAL AIRPORT PO BOX 22287 TAMPA FL 33622-2287	Operating Agreement for Non-Signatory Passenger Air Carriers and Amendments	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
91.	Shuttle America Corporation	Hillsborough County Aviation Authority	ATTN: CHIEF EXECUTIVE OFFICER TAMPA INTERNATIONAL AIRPORT PO BOX 22287 TAMPA FL 33622-2287	Operating Agreement for non-Signatory Passenger Air Carriers and Amendments	\$0
92.	Republic Airways Holdings Inc.	Hilton North Raleigh	3415 WAKE FOREST RD RALEIGH NC 27609	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$0
93.	Republic Airways Holdings Inc.	Hogan Consulting Group	709-2 PLAZA DRIVE 142 CHESTERTON IN 46304	Support and Maintenance - Citrix XenMobile MDM Edition - Flight Attendant iPads	\$0
94.	Republic Airways Holdings Inc.	Holiday Inn Des Moines	ATTN: LOWELL E. SCOTT 6111 FLEUR DRIVE DES MOINES IA 50321	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$1,544.40
95.	Republic Airways Holdings Inc.	Holiday Inn Enfield/Springfield South	ATTN: ERIC MOODY, GENERAL MANAGER ONE BRIGHT MEADOW BLVD. ENFIELD CT 06082	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$14,733.90
96.	Republic Airways Holdings Inc.	Holiday Inn National Airport	2650 JEFFERSON DAVIS HWY ARLINGTON VA 22202	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$8,490.42
97.	Republic Airways Holdings Inc.	Homewood Suites by Hilton Lafayette Airport	ATTN: KEN RITTER, GENERAL MANAGER 201 KALISTE SALOOM ROAD LAFAYETTE LA 70508	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$704.05
98.	Republic Airways Holdings Inc.	Host Analytics Inc.	101 REDWOOD SHORES PARKWAY, STE 101 REDWOOD CITY CA 94065	Professional Services / Service License Agreement	\$0
99.	Republic Airways Holdings Inc.	HSA Bank	605 N. 8 TH STREET, #420 SHEBOYGAN WI 53081	Contribution File Origination and Funding Agreement	\$0
100.	Shuttle America Corporation	IAD Fuels LLC	SHERMAN & HOWARD, AGENT FOR IAD FUELS LLC 633 SEVENTEENTH STREET #3000 DENVER CO 80202	IAD Associate Airline Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
101.	Republic Airways Holdings Inc.	ICF SH&E, INC.	630 THIRD AVENUE, 11 TH FLOOR NEW YORK NY 10017	Consulting Agreement and Amendments	\$14,000
102.	Republic Airways Holdings Inc.	IDMR Solutions Inc.	140 POWER STREET BROOKLYN NY 11211	Software License and Support Agreement and Amendments	\$0
103.	Republic Airways Holdings Inc.	Imaging Office Systems, Inc.	5275 EMCO DRIVE INDIANAPOLIS IN 46220	Support and Maintenance - CANON DR Document Scanners	\$0
104.	Republic Airline Inc.	IND Fuel Facilities LLC	QUARLES & BRADE, AGENT FOR IND FUEL FACILITIES LLC ATTN: DAN MUCHOW ONE RENAISSANCE SQUARE TWO NORTH CENTRAL AVENUE PHOENIX AZ 85004-2391	Indianapolis International Airport Associate Airline Agreement	\$342.54
105.	Shuttle America Corporation	IND Fuel Facilities LLC	QUARLES & BRADE, AGENT FOR IND FUEL FACILITIES LLC ATTN: DAN MUCHOW ONE RENAISSANCE SQUARE TWO NORTH CENTRAL AVENUE PHOENIX AZ 85004-2391	Indianapolis International Airport Associate Airline Agreement	\$0
106.	Shuttle America Corporation	Indianapolis Airport Authority	ATTN: EXECUTIVE DIRECTOR 7800 COL. H. WEIR COOK MEMORIAL DRIVE SUITE 100 INDIANAPOLIS IN 46241	Operating Agreement	\$0
107.	Shuttle America Corporation	Indianapolis Airport Authority	ATTN: EXECUTIVE DIRECTOR 7800 COL. H. WEIR COOK MEMORIAL DRIVE SUITE 100 INDIANAPOLIS IN 46241	Shared Tenant Services Agreement for fiber optic cable lease and Amendment	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
108.	Shuttle America Corporation	Indianapolis Airport Authority	ATTN: EXECUTIVE DIRECTOR 7800 COL. H. WEIR COOK MEMORIAL DRIVE SUITE 100 INDIANAPOLIS IN 46241	Shared Tenant Services Agreement and Amendment	\$0
109.	Republic Airline Inc.	Indianapolis Airport Authority	ATTN: EXECUTIVE DIRECTOR 7800 COL. H. WEIR COOK MEMORIAL DRIVE SUITE 100 INDIANAPOLIS IN 46241	Affiliate Airline Agreement Fuel	\$0
110.	Republic Airline Inc.	Indianapolis Airport Authority	ATTN: EXECUTIVE DIRECTOR 7800 COL. H. WEIR COOK MEMORIAL DRIVE SUITE 100 INDIANAPOLIS IN 46241	Operating Agreement	\$0
111.	Republic Airways Holdings Inc.	Institute of Aviation at Parkland College	ATTN: SYBIL PHILLIPS 1 AIRPORT ROAD SAVOY IL 61874	Aviation Career Pipeline Interview Program Agreement	\$0
112.	Republic Airways Holdings Inc.	Institutional Cash Distributors, LLC	580 CALIFORNIA STREET, STE. 1335 SAN FRANCISCO CA 94108	Corporate Cash Management Account Agreement	\$0
113.	Republic Airline Inc.	Jacksonville Aviation Authority	EXECUTIVE DIRECTOR/C.E.O. 14201 PECAN PARK ROAD JACKSONVILLE FL 32218	Affiliate Operating Agreement	\$0
114.	Shuttle America Corporation	Jacksonville Aviation Authority	EXECUTIVE DIRECTOR/C.E.O. 14201 PECAN PARK ROAD JACKSONVILLE FL 32218	Affiliate Operating Agreement	\$0
115.	Republic Airways Holdings Inc.	Jet Aircraft Maintenance, Inc.	ATTN: PRESIDENT / CEO 7505 NW 52ND STREET MIAMI FL 33166	Maintenance Support Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
116.	Republic Airline Inc.	Kansas City International Airport	KANSAS CITY, MISSOURI KANSAS CITY INTERNATIONAL AIRPORT COMMERCIAL DEVELOPMENT 601 BRASILA AVENUE KANSAS CITY, MO 64153	Airport Use License Agreement	\$0
117.	Shuttle America Corporation	Kansas City MCI Fuel Co	217 BERN STREET KANSAS CITY MO 64153	Fuel System Interline Agreement and Amendment	\$0
118.	Shuttle America Corporation	Kentucky Economic Development Finance Authority	ATTN: CHAIRMAN OLD CAPITOL ANNEX 300 WEST BROADWAY FRANKFORT KY 40601	Amended and Restated Service and Technology Agreement	\$0
119.	Republic Airways Holdings Inc.	Kimberly Hepburn	48 CALVIN UNGER LAND BERKELEY SPRINGS WV 25411	Aircraft Maintenance Support Agreement	\$0
120.	Republic Airways Holdings Inc.	Kronos Incorporated	297 BILLERICA ROAD CHELMSFORD MA 01824	Support and Maintenance – Kronos.	\$0
121.	Shuttle America Corporation	Lee County Port Authority	EXECUTIVE DIRECTOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT 11000 TERMINAL ACCESS ROAD SUITE 8671 FT. MEYERS FL 33913-8213	Nonparticipating Airline Use Permit	\$0
122.	Republic Airways Holdings Inc.	Level 3 Communications, LLC	4625 E. 86 TH STREET #500 INDIANAPOLIS IN 46268	Standard Terms Conditions, Amendment, Quote and Service Order	\$4,564.34
123.	Republic Airways Holdings Inc.	Liebherr-Aerospace Saline, Inc.	1465 WOODLAND DRIVE SALINE MI 48176	Technical Publication License Agreement	\$0
124.	Republic Airline Inc.	Louisville Regional Airport Authority	ATTN: EXECUTIVE DIRECTOR 700 ADMINISTRATION DR LOUISVILLE KY 40209	Terminal Use and Lease Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
125.	Republic Airways Holdings Inc.	Lufthansa Systems AG	AM WEIHER 24 D-65451 KELSTERBACH GERMANY	Agreement "myIDTravel"	\$0
126.	Republic Airways Holdings Inc.	Lynn University. Inc.	ATTN: DEAN, SCHOOL OF AERONAUTICS 3601 N. MILITARY TRAIL BOCA RATON FL 33431	Aviation Career Pipeline Interview Agreement	\$0
127.	Republic Airline Inc.	Manchester Airport	MANCHESTER-BOSTON REGIONAL AIRPRT ATTN: AIRPORT DIRECTOR ONE AIRPORT ROAD MANCHESTER NH 03103	Landing Use Agreement	\$0
128.	Shuttle America Corporation	Maryland Aviation Administration of the Maryland Department of Transportation	DIRECTOR, OFFICE OF COMMERCIAL MANAGEMENT POST OFFICE BOX 8766 BWI AIRPORT MD 21240-0766	Contract for Conduct of Commercial Flight Operations at Baltimore/Washington International Thurgood Marshall Airport	\$0
129.	Shuttle America Corporation	Massachusetts Port Authority	MASSACHUSETTS PORT AUTHORITY ONE HARBORSIDE DRIVE, SUITE 2005 EAST BOSTON MA 02128	Operating Agreement	\$0
130.	Shuttle America Corporation	MCI Fuel Company LLC	SHERMAN & HOWARD, AGENT FOR MCI FUEL COMPANY LLC ATTN: KAREN L. CHAPMAN, ESQ. 633 SEVENTEENTH STREET #3000 DENVER CO 80202	Limited Liability Company Agreement - Denver	\$0
131.	Shuttle America Corporation	MCI Fuel Company LLC	SHERMAN & HOWARD, AGENT FOR MCI FUEL COMPANY LLC ATTN: KAREN L. CHAPMAN, ESQ. 633 SEVENTEENTH STREET #3000 DENVER CO 80202	Limited Liability Company Agreement - Dallas	\$0
132.	Republic Airways Holdings Inc.	Meltwater News US Inc.	225 BUSH STREET, STE. 1000 SAN FRANCISCO CA 94104	Meltwater Services Order Confirmation, Meltwater Plus	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
133.	Shuttle America Corporation	Metropolitan Airport Authority of Rock Island County, Illinois	DIRECTOR OF AVIATION P.O. BOX 9009 MOLINE IL 61265	Airport Use and Lease Agreement and Amendments	\$0
134.	Republic Airways Holdings Inc.	Metropolitan State University of Denver	ATTN: DR. JEFFREY S. FORREST CAMPUS BOX 30 P.O. BOX 173362 DENVER CO 80217-3362	Aviation Career Pipeline Interview Agreement	\$0
135.	Republic Airline Inc.	Metropolitan Washington Airports Authority	PRESIDENT & CHIEF EXECUTIVE OFFICER 1 AVIATION CIRCLE WASHINGTON DC 20001-6000	Affiliate Operating Agreement identifying Republic Airline Inc. as an affiliate of American Airlines at IAD and DCA	\$0
136.	Republic Airline Inc.	Metropolitan Washington Airports Authority	PRESIDENT & CHIEF EXECUTIVE OFFICER 1 AVIATION CIRCLE WASHINGTON DC 20001-6000	Affiliate Operating Agreement identifying Republic Airline Inc. as an affiliate of Delta Airlines at IAD and DCA	\$0
137.	Shuttle America Corporation	Metropolitan Washington Airports Authority	PRESIDENT & CHIEF EXECUTIVE OFFICER 1 AVIATION CIRCLE WASHINGTON DC 20001-6000	Affiliate Operating Agreement identifying Shuttle America Corp as an affiliate of United Airlines at IAD and DCA	\$0
138.	Republic Airways Holdings Inc.	Miami-Dade County	ATTN: MANAGER, INFORMATION SERVICES DIVISION MIAMI-DADE AVIATION DEPARTMENT P.O. BOX 526624 MIAMI FL 33152-6624	Airport Rental Agreement (telecommunications)	\$17,139.39
139.	Republic Airways Holdings Inc.	Microsoft Corporation	ONE MICROSOFT WAY REDMOND WA 98052	Server and Cloud Enrollment (SCE) - CIS (Data Center)	\$0
140.	Republic Airways Holdings Inc.	Milwaukee County	5300 S. HOWELL AVE MILWAUKEE WI 53207-6189	Affiliate Airline-Airport Use Agreement	\$0
141.	Republic Airways Holdings Inc.	MIR3, Inc.	3398 CARMEL MOUNTAIN ROAD STE 120 SAN DIEGO CA 92121	Notification Services Subscription Agreement and Addendum	\$540.90

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
142.	Republic Airline Inc.	Montrose County, Colorado	DIRECTOR OF AVIATION 2100 AIRPORT ROAD MONTROSE CO 81401	Landing Fee and Airport Use Agreement	\$0
143.	Republic Airways Holdings Inc.	Nasdaq Corporate Solutions, LLC	ONE LIBERTY PLAZA 165 BROADWAY 49TH FLOOR NEW YORK NY 10006	Master Services Agreement and Service Order	\$0
144.	Republic Airline Inc.	Nassau Airport Development Company Limited	ATTENTION: CHIEF FINANCIAL OFFICER P.O. BOX AP59229 NASSAU BAHAMAS	Airport Operating License	\$0
145.	Republic Airline Inc.	New Orleans Intl Airport	LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT 3 RD FLOOR ADMINISTRATIVE OFFICE 900 AIRLINE DRIVE KENNER LA 70062	Affiliate Airline Agreement	\$0
146.	Republic Airline Inc.	Niagara Frontier Transportation Authority	KIMBERLY A. MINKEL EXECUTIVE DIRECTOR 181 ELLIOTT STREET BUFFALO NY 14203	Gate Use Permit	\$0
147.	Republic Airways Holdings Inc.	Northwest Michigan College	1701 E. FRONT STREET TRAVERSE CITY MI 49686	Aviation Career Pipeline Interview Program	\$0
148.	Republic Airways Holdings Inc.	OH-16 Columbus Gahanna Property Sub LLC d/b/a TownePlace Suites by Marriott-Gahanna	ATTN: KELLEY FOSTER, GENERAL MANAGER 695 TAYLOR ROAD GAHANNA OH 43230	REPUBLIC CREW ROOM ACCOMMODATIONS AGREEMENT	\$15,021.44
149.	Republic Airways Holdings Inc.	Ohio University	ATTN: BRYAN BRANHAM 747 COLUMBIA RD ALBANY OH 45710	Aviation Career Pipeline Interview Program	\$0
150.	Republic Airways Holdings Inc.	Olympus America Inc.	3500 CORPORATE PARKWAY CENTER VALLEY PA 18034	Equipment Leases IND	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
151.	Republic Airways Holdings Inc.	Olympus America Inc.	3500 CORPORATE PARKWAY CENTER VALLEY PA 18034	Equipment Leases CMH	\$0
152.	Republic Airline Inc.	Omaha Airport Authority	4501 ABBOTT DR, SUITE 2300 EPPLEY AIRFIELD OMAHA NE 68110	Airline Terminal Use Agreement	\$0
153.	Shuttle America Corporation	Omaha Airport Authority	4501 ABBOTT DR, SUITE 2300 EPPLEY AIRFIELD OMAHA NE 68110	Airline Terminal Use Agreement	\$0
154.	Republic Airways Holdings Inc.	Open Text Corp	275 FRANK TOMPA DRIVE WATERLOO ON N2L 0A1 CANADA	Support and Maintenance - Alchemy Document Management	\$0
155.	Republic Airways Holdings Inc.	Open Text Corp	275 FRANK TOMPA DRIVE WATERLOO ON N2L 0A1 CANADA	Support and Maintenance - RightFax	\$0
156.	Republic Airways Holdings Inc.	Optiv	1125 17 TH STREET SUITE 1700 DENVER CO 80202	Support and Maintenance - CheckPoint Cyber Security	\$0
157.	Republic Airways Holdings Inc.	Optiv	1125 17 TH STREET SUITE 1700 DENVER CO 80202	Incident Response Retainer	\$0
158.	Republic Airways Holdings Inc.	Optiv	1125 17 TH STREET SUITE 1700 DENVER CO 80202	Support and Maintenance - BlueCoat	\$0
159.	Republic Airways Holdings Inc.	Optiv	1125 17 TH STREET SUITE 1700 DENVER CO 80202	Support and Maintenance - BlueCoat Reporter and Webfilter	\$0
160.	Republic Airways Holdings Inc.	Optiv	1125 17 TH STREET SUITE 1700 DENVER CO 80202	Support and Maintenance - Firemon Security Manager	\$0
161.	Shuttle America Corporation	Palm Beach County	DEPARTMENT OF AIRPORTS BUILDING 46 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH FL 33406-1491	Agreement Covering the Operation of Aircraft at Palm Beach International Airport	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
162.	Republic Airways Holdings Inc.	PayFactors Group, LLC	ATTN: BILL COLEMAN 25 BRAINTREE HILL OFFICE PARK BRAINTREE MA 02184	Master Subscription Agreement	\$7,000
163.	Republic Airways Holdings Inc.	PCM Sales, Inc.	1940 E. MARIPOSA AVENUE EL SEGUNDO CA 90245	SOW for Flight Attendant Tablet Integration	\$0
164.	Republic Airways Holdings Inc.	PCM Sarcom Inc	1940 E. MARIPOSA AVENUE EL SEGUNDO CA 90245	PCM SARCOM Inc Flight Attendant Tablet Integration	\$0
165.	Republic Airways Holdings Inc.	Pemco World Air Services	4102 N WESTSHORE BLVD. TAMPA FL 33514	Limited Maintenance Services Agreement	\$0
166.	Republic Airways Holdings Inc.	PeopleTechGroup	601 108 TH AVENUE NE BELLEVUE WA 98004	SOW	\$17,689.68
167.	Republic Airline Inc.	PHL Fuel Facilities LLC	C/O AMERICAN AIRLINES ATTN: JOHN TROZZO PITTSBURGH INTERNATIONAL AIRPORT 500 TOWER ROAD CORAPOLIS PA 15108	Affiliate Airline Agreement	\$0
168.	Shuttle America Corporation	Piedmont Triad Airport Authority	ATTN: FINACIAL / LEASING SERVICES OFFICER P.O. BOX 35445 GREENSBORO NC 27245	Agreement and Lease	\$0
169.	Shuttle America Corporation	Pittsburgh Fuel Committee	C/O AMERICAN AIRLINES ATTN: JOHN TROZZO PITTSBURGH INTERNATIONAL AIRPORT 500 TOWER ROAD CORAPOLIS PA 15108	Pittsburgh International Airport Affiliate Airline Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
170.	Republic Airways Holdings Inc.	Premier Aviation Overhaul, Ltd.	ATTN: VP MARKETING, SALES & SERVICE 3750 AIRPORT ROAD THREE RIVERS QUEBEC G9A 5E1 CANADA	Aircraft Heavy Maintenance	\$36,388.11
171.	Republic Airways Holdings Inc.	Presidio Networked Solutions	11595 N. MERIDIAN ST. SUITE 150 CARMEL IN 46032	Support and Maintenance - Aruba	\$0
172.	Republic Airways Holdings Inc.	Presidio Networked Solutions	11595 N. MERIDIAN ST. SUITE 150 CARMEL IN 46032	Support and Maintenance - Riverbed	\$0
173.	Republic Airways Holdings Inc.	Purdue University	1401 AVIATION DRIVE WEST LAFAYETTE IN 47907-2015	Pilot Pipeline Interview Agreement	\$0
174.	Republic Airways Holdings Inc.	Purdue University Department of Aviation Technology	1401 AVIATION DRIVE WEST LAFAYETTE IN 47907-2015	Statement of Cooperation	\$0
175.	Republic Airline Inc.	Raleigh-Durham Airport Authority	1000 TRADE DRIVE PO BOX 80001 RDU AIRPORT NC 27623	Agreement Regarding Operations	\$0
176.	Republic Airways Holdings Inc.	Ramco Systems Corporation	ATTN: R. RAVI KULA CHANDRAN, CHIEF FINANCIAL OFFICER CROSSROADS CORPORATE CENTER 3150 BRUNSWICK PIKE, STE. 206 LAWRENCEVILLE NJ 08648	General Terms and Conditions, Software License Agreement, Support Services Agreement, Professional Services Agreement. SOW Migration of personalization items. Addendums to License & Support Agreements	\$37,686.75
177.	Republic Airways Holdings Inc.	RP Aero Systems Ltd.	RIVERSIDE INDUSTRIAL ESTATE LITTLE HAMPTON WEST SUSSEX BN17 5DF UNITED KINGDOM	Contract for the loan of an Embraer E170 Door Trainer and for the purchase of Embraer E170/175 Cabin Emergency Evacuation Trainer	\$0
178.	Republic Airways Holdings Inc.	Sage	6561 IRVINE CENTER DRIVE IRVINE CA 92618	Support and Maintenance - Sage Fixed Assets Accounting	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
179.	Republic Airline Inc.	Salt Lake City Corporation	SALT LAKE CITY DEPARTMENT OF AIRPORTS EXECUTIVE DIRECTOR PO BOX 145550 SALT LAKE CITY UT 84114-5550	Operating Agreement for Salt Lake City International Airport (Republic Airline operating as American Airlines)	\$0
180.	Republic Airline Inc.	Salt Lake City Corporation	SALT LAKE CITY DEPARTMENT OF AIRPORTS EXECUTIVE DIRECTOR PO BOX 145550 SALT LAKE CITY UT 84114-5550	Operating Agreement for Salt Lake City International Airport (Republic Airline operating as United Airlines)	\$0
181.	Shuttle America Corporation	Salt Lake City Corporation	SALT LAKE CITY DEPARTMENT OF AIRPORTS EXECUTIVE DIRECTOR PO BOX 145550 SALT LAKE CITY UT 84114-5550	Operating Agreement for Salt Lake City International Airport (Shuttle America operating as United Airlines)	\$0
182.	Republic Airline Inc.	Savannah Airport Commission	ATTN: EXECUTIVE DIRECTOR 400 AIRWAYS AVENUE SAVANNAH GA 31408	Airline Operating Agreement	\$0
183.	Republic Airways Holdings Inc.	SIS	5100 CHARLES CT. SUITE 101 ZIONSVILLE IN 46077	Support and Maintenance - Liebert UPS Equipment	\$0
184.	Republic Airways Holdings Inc.	SIS	5100 CHARLES CT. SUITE 101 ZIONSVILLE IN 46077	Support and Maintenance - VMware	\$0
185.	Republic Airways Holdings Inc.	SIS	5100 CHARLES CT. SUITE 101 ZIONSVILLE IN 46077	Support and Maintenance - IBM BladeCenter	\$0
186.	Republic Airways Holdings Inc.	SIS	5100 CHARLES CT. SUITE 101 ZIONSVILLE IN 46077	Support and Maintenance - Email; Source One and Kazeon	\$0
187.	Republic Airline Inc.	Sky Service F.B.O. Inc.	6120 MIDFIELD ROAD MISSISSAUGA ONTARIO L9P 1B1 CANADA	BOMDAS0-0814-04R6 & BOMDAS-1115-16R5	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
188.	Republic Airways Holdings Inc.	Solarwinds	7171 SOUTHWEST PARKWAY BUILDING 400 AUSTIN TX 78735	Support and Maintenance - Solarwinds Network Performance Monitor	\$5,535.69
189.	Republic Airways Holdings Inc.	Solarwinds	7171 SOUTHWEST PARKWAY BUILDING 400 AUSTIN TX 78735	Support and Maintenance - Solarwinds Network Configuration Manager, IP Address Manager	\$0
190.	Republic Airways Holdings Inc.	Solarwinds	7171 SOUTHWEST PARKWAY BUILDING 400 AUSTIN TX 78735	Support and Maintenance - Solarwinds VoIP and Network Quality Manager IP	\$0
191.	Republic Airways Holdings Inc.	Solarwinds	7171 SOUTHWEST PARKWAY BUILDING 400 AUSTIN TX 78735	Support and Maintenance - Solarwinds User Device Tracking	\$0
192.	Republic Airways Holdings Inc.	Solutions II, Inc.	8822 SOUTH RIDGELINE BLVD STE 117 LITTLETON CO 80129	Master Agreement and Statement of Work	\$8,575
193.	Republic Airways Holdings Inc.	Solutions-II Inc.	8822 SOUTH RIDGELINE BLVD STE 117 LITTLETON CO 80129	Support and Maintenance - Firewall	\$0
194.	Republic Airways Holdings Inc.	Solutions-II Inc.	8822 SOUTH RIDGELINE BLVD STE 117 LITTLETON CO 80129	Support and Maintenance - Beyond Security	\$0
195.	Republic Airline Inc.	South Bend Int'l St Joseph Co	ST JOSEPH COUNTY AIRPORT AUTHORITY 4477 PROGRESS DRIVE SOUTH SOUTH BEND IN 46628	Airport Authority Use Lease Agreement	\$0
196.	Republic Airways Holdings Inc.	Spirit Airlines, Inc.	ATTN: MANAGER OF CONTRACT LINE MAINTENANCE 2800 EXECUTIVE WAY MIRAMAR FL 33025	Standard Ground Handling Agreement, MYR	\$17,400
197.	Shuttle America Corporation	Spokane Airport Board	9000 W. AIRPORT DRIVE SUITE 204 SPOKANE WA 99442	Landing Use Agreement and Amendment	\$0
198.	Republic Airline Inc.	Spokane Airport Board	9000 W. AIRPORT DRIVE SUITE 204 SPOKANE WA 99442	Landing Use Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
199.	Republic Airline Inc.	St. Joseph County Airport Authority	EXECUTIVE DIRECTOR ST. JOSEPH COUNTY AIRPORT AUTHORITY SOUTH BEND AIRPORT 4477 PROGRESS DRIVE SOUTH BEND IN 46628-5594	Use and Lease Agreement	\$0
200.	Republic Airways Holdings Inc.	St. Louis University Parks College of Engineering, Aviation and Technology	3450 LINDELL BLVD. ST. LOUIS MO 63103	Aviation Career Pipeline Interview Agreement	\$0
201.	Republic Airways Holdings Inc.	Stanley Convergent Security Solutions, Inc.	14048 BRITTON PARK ROAD FISHERS IN 46038	Contract Rider, Schedule of Service and Protection, Master Installation and Service Agreement	\$11,266.66
202.	Republic Airways Holdings Inc.	STS Aerostaff Services	ATTN: GROUP PRESIDENT 2000 NE JENSEN BLVD. JENSEN BEACH FL 34957	Agreement and addendums.	\$11,331.98
203.	Republic Airways Holdings Inc.	STS Engineering Solutions, Inc.	ATTN: GROUP PRESIDENT 2000 NE JENSEN BLVD. JENSEN BEACH FL 34957	Agreement for Supplying Technical Personnel or Engineering Services	\$4,229.33
204.	Republic Airways Holdings Inc.	STS Workforce Solutions, Inc.	ATTN: GROUP PRESIDENT 2000 NE JENSEN BLVD. JENSEN BEACH FL 34957	Service Agreement	\$4,087.35
205.	Republic Airways Holdings Inc.	Sungard Avantgard LLC	ATTN: CONTRACT ADMINISTRATION 600 LANIDEX PLAZA PARSIPPANY NJ 07054	Remote Processing Agreement	\$0
206.	Republic Airways Holdings Inc.	Tableau Software, Inc.	ATTN: LEGAL DEPARTMENT 837 N. 34TH STREET STE. 400 SEATTLE WA 98103	Software End User License Agreement	\$0
207.	Republic Airways Holdings Inc.	Texas Southern University	3100 CLEBURNE STREET HOUSTON TX 77004	Aviation Career Pipeline Interview Agreement	\$0
208.	Republic Airline Inc.	The City of El Paso	DIRECTOR OF AVIATION EL PASO INTERNATIONAL AIRPORT 6701 CONVAIR ROAD EL PASO TX 79925-1091	Operating Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
209.	Republic Airline Inc.	The Port Authority of New York and New Jersey	ATTN: EXECUTIVE DIRECTOR 225 PARK AVE. SOUTH NEW YORK NY 10003	EWR Flight, Fuel and Monorail Agreement	\$0
210.	Shuttle America Corporation	The Port Authority of New York and New Jersey	ATTN: EXECUTIVE DIRECTOR 225 PARK AVE. SOUTH NEW YORK NY 10003	Flight, Fuel and Monorail Agreement	\$0
211.	Shuttle America Corporation	The Port Authority of New York and New Jersey	ATTN: EXECUTIVE DIRECTOR 225 PARK AVE. SOUTH NEW YORK NY 10003	LGA SAC and RAI Flight Fees Agreement	\$0
212.	Shuttle America Corporation	The Port Authority of New York and New Jersey	ATTN: EXECUTIVE DIRECTOR 225 PARK AVE. SOUTH NEW YORK NY 10003	JFK SAC Flight Fee Agreement	\$0
213.	Republic Airline Inc.	The Port Authority of New York and New Jersey	ATTN: EXECUTIVE DIRECTOR 225 PARK AVE. SOUTH NEW YORK NY 10003	JFK RAI Flight, Fuel, and Monorail Agreement	\$0
214.	Republic Airways Holdings Inc.	Thomas Reuters Inc.	2395 MIDWAY ROAD CARROLLTON TX 75006-2521	ONESOURCE Master Agreement	\$0
215.	Republic Airways Holdings Inc.	Total Air Group, LLC	ATTN: MICHAEL C. SILVIUS 2456 WINCHESTER ROAD HANGAR 14 MEMPHIS TN 38116	Agreement	\$0
216.	Republic Airways Holdings Inc.	Towers Watson Delaware Inc.	71 SOUTH WACKER DRIVE, STE 2600 CHICAGO IL 60606-4637	Executive Compensation Management Advisory Services	\$11,250.00
217.	Republic Airways Holdings Inc.	Trek10, Inc.	ATTN: CEO 506 WEST SOUTH STREET SOUTH BEND IN 46601	Master Services Agreement	\$6,505.50
218.	Republic Airways Holdings Inc.	Triad International Maintenance Corporation	623 RADAR ROAD GREENSBORO NC 27410	Standard Ground Handling Agreement	\$0
219.	Republic Airways Holdings Inc.	Trident Contract Management	2918 MARKETPLACE DRIVE MADISON WI 53719	Support and Maintenance - Vision Solutions Double-Take	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
220.	Republic Airways Holdings Inc.	Trident Contract Management	2918 MARKETPLACE DRIVE MADISON WI 53719	Support and Maintenance - GlobalScope	\$0
221.	Republic Airways Holdings Inc.	Trident Contract Management	2918 MARKETPLACE DRIVE MADISON WI 53719	Support and Maintenance - EMC-DS Brocade Switches	\$0
222.	Republic Airways Holdings Inc.	Trident Contract Management	2918 MARKETPLACE DRIVE MADISON WI 53719	Contract Management Services for IT	\$0
223.	Republic Airways Holdings Inc.	TW Telecom Holdings Inc.	ATTN: GENERAL MANAGER 4625 W 86TH STREET STE. 500 INDIANAPOLIS IN 46268	Voice and Internet Service Order Form and Amendment to Standard Terms and Conditions	\$0
224.	Republic Airways Holdings Inc.	University of Central Missouri	ATTN: TONY MONETTI TRGAINES 210 UCM AVIATION WARRENSBURG MO 64093	Aviation Career Pipeline Interview Program Agreement	\$0
225.	Republic Airways Holdings Inc.	University of North Dakota	ATTN: KENT LOVELACE 3980 CAMPUS ROAD STOP 9007 GRAND FORKS ND 58202	Aviation Career Pipeline Interview Agreement	\$0
226.	Republic Airline Inc.	US Airways, Inc.	4800 HANGAR ROAD CHARLOTTE NC 28208	Training Agreement (DRY)	\$0
227.	Shuttle America Corporation	US Airways, Inc.	4800 HANGAR ROAD CHARLOTTE NC 28208	Training Agreement (DRY)	\$0
228.	Republic Airways Holdings Inc.	US Aviation Group LLC d/b/a US Aviation Academy, Inc.	ATTN: MICHAEL PARAFINIK 4850 SPARTAN DRIVE DENTON TX 76207	MOU	\$0
229.	Republic Airways Holdings Inc.	Vena Solutions USA Inc.	1971 WESTERN AVENUE ALBANY NY 12203	Master Subscription Agreement	\$1,152.51
230.	Republic Airways Holdings Inc.	Vincennes University	ATTN: MICHAEL D. GEHRICH 2175 SOUTH HOFFMAN ROAD INDIANAPOLIS IN 46241	MOU	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
231.	Republic Airline Inc.	Washington Metro Airport Authority	METROPOLITAN WASHINGTON AIRPORTS AUTHORITY ATTN: PRESIDENT & CHIEF EXECUTIVE OFFICER 1 AVIATION CIRCEL WASHINGTON DC 20001-6000	Lease Agreement and Amendments	\$0
232.	Republic Airline Inc.	Wayne County Airport Authority	DETROIT METROPOLITAN WAYNE COUNTY AIRPORT L.C. SMITH TERMINAL MEZZANINE LEVEL ATTN: PROCUREMENT DEPARTMENT DETROIT MI 48242	Non-Signatory Airline Operating Agreement	\$0
233.	Republic Airline Inc.	Wayne County Airport Authority	DETROIT METROPOLITAN WAYNE COUNTY AIRPORT L.C. SMITH TERMINAL MEZZANINE LEVEL ATTN: PROCUREMENT DEPARTMENT DETROIT MI 48242	Operating Affiliate Operating Agreement identifying Republic Airline Inc. as an operating affiliate of American Airlines	\$0
234.	Shuttle America Corporation	Wayne County Airport Authority	DETROIT METROPOLITAN WAYNE COUNTY AIRPORT L.C. SMITH TERMINAL MEZZANINE LEVEL ATTN: PROCUREMENT DEPARTMENT DETROIT MI 48242	Operating Affiliate Operating Agreement identifying Republic Airline Inc. as an operating affiliate of United Airlines	\$0
235.	Republic Airline Inc.	WBAT for Aviation Safety, Inc.	ATTN: EXECUTIVE DIRECTOR 950 N. KINGS HIGHWAY STE. 208 CHERRY HILL NJ 08034	WBAT Shared Services Agreement	\$0
236.	Shuttle America Corporation	WBAT for Aviation Safety, Inc.	ATTN: EXECUTIVE DIRECTOR 950 N. KINGS HIGHWAY STE. 208 CHERRY HILL NJ 08034	WBAT Shared Services Agreement	\$0
237.	Republic Airline Inc.	Wichita Airport Authority	2173 AIR CARGO ROAD WICHITA MID-CONTINENT AIRPORT WICHITA KS 67209	Non-Signatory Airline Airport Use and Lease Agreement	\$0

Row No.	Debtor Party to Agreement	Counterparty to the Agreement	Counterparty Address	Agreement	Proposed Cure
238.	Republic Airline Inc.	Wichita Airport Authority	2173 AIR CARGO ROAD WICHITA MID-CONTINENT AIRPORT WICHITA KS 67209	Affiliate Airline Notification identifying Republic Airline Inc. as an affiliate of United Airlines at ICT	\$0
239.	Republic Airways Holdings Inc.	Worldpay US, Inc.	201 17 TH STREET, NW, SUITE 1000 ATLANTA GA 30363	Customer Processing Agreement	\$0
240.	Republic Airways Holdings Inc.	Wright Brothers Aero, Inc.	ATTN: RANDY KOCHER, CONTROLLER 3700 MCCAULEY DRIVE VANDALIA OH 45377	On Call Maintenance Agreement	\$892.35
241.	Republic Airways Holdings Inc.	Xerox Corporation	ATTN: LEGAL DEPARTMENT 45 GLOVER AVENUE NORWALK CT 06856	Services and Solutions Agreement	\$4,232.35
242.	Republic Airways Holdings Inc.	Zoho Corporation	4141 HACIENDA DRIVE PLEASANTON CA 94588	Support and Maintenance - Service Center Plus	\$0

EXHIBIT G

SCHEDULE 11.12 (NON-EXCLUSIVE RETAINED CAUSES OF ACTION)

This Schedule is subject to all of the provisions of the Plan,¹ including, without limitation, Sections 11.8, 11.11, 11.12 and 11.13 and Section 13.1, pursuant to which the Debtors have reserved the right to alter, amend, or modify the Plan, including this Schedule, pursuant to section 1127(a) of the Bankruptcy Code.

The following is a non-exclusive description of potential or actual Causes of Action, whether commenced or arising prior to or after the Commencement Date, that the Debtors and Post-Effective Date Debtors shall retain under the Plan. Except for those Causes of Action that are expressly released pursuant to the Plan, the Confirmation Order or any other order of the Bankruptcy Court, failure to list or describe any Cause of Action on this Schedule is not a waiver, relinquishment, or release of such Cause of Action by the Debtors or Post-Effective Date Debtors. The Debtors reserve their right to alter, modify, amend, remove, augment, supplement, or update this Schedule at any time in accordance with the Plan, but disclaim any obligation to do so.

1. Claims Related to Contracts and Leases

Unless otherwise expressly released by the Plan, the Debtors reserve all Causes of Action based in whole or in part upon any and all contracts and/or leases to which a Debtor or Post Debtor is a party or pursuant to which a Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract and/or lease is specifically identified herein, including, without limitation, claims and Causes of Action: (a) for overpayments, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment or setoff; (b) for breach of contract, wrongful or improper termination, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts and/or leases with a Debtor or Reorganized Debtor; (d) for payments, back charges, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, service provider, lessor, or other party; (e) for counterclaims and defenses related to any contractual obligations; (f) for turnover arising under section 542 or 543 of the Bankruptcy Code; (g) for unfair competition, interference with contract or potential business advantage, infringement of intellectual property or any tort claims; and (h) for any claims against the Debtors' or Reorganized Debtors' insurance carriers, including for payments or other amounts owed by such insurance carrier.

2. Accounts Receivable Collection

The Debtors have determined that one or more of them has claims against parties who have not paid amounts due to the Debtors as set forth in the Debtors' books and records, including but not limited to certain bonuses paid to pilots who did not stay employed with the applicable Debtor for the required time period. The Debtors are continuing to review such potential Causes of Action and the Reorganized Debtors may pursue such Causes of Action against such parties.

1. Capitalized terms not defined herein have the meaning ascribed to them in the Plan.

3. Claims Related to Tax Refunds

The following list includes Entities that currently owe money to the Debtors related to taxes paid. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or Reorganized Debtors, including, but not limited to, the Entities listed below, regardless of whether such Entity is included below. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors owe taxes to them.

City of Philadelphia
City of Detroit
Fayette County, Kentucky

Georgia Department of Revenue
Indiana Department of Revenue

4. Avoidance Actions

Other than any Avoidance Actions released by the Plan (including Avoidance Actions pursuant to section 547 of the Bankruptcy Code), by the Confirmation Order, or by Final Order of the Bankruptcy Court, the Reorganized Debtors shall have the right to prosecute or assert as defenses any Avoidance Actions.

5. Claims, Defenses, Cross-Claims and Counter-Claims Related to Litigation and Possible Litigation

The Debtors are party to or believe they may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise expressly released by the Plan, the Debtors reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial.

6. Other Causes of Action

The Debtors have or may have certain Causes of Action against counterparties to various contracts, customers, vendors, or other third parties arising from the Debtors' day to day prepetition and postpetition activities, including, without limitation, rights of contribution and subrogation, rights and claims in respect of intellectual property, including without limitation the Cause of Action that is listed below. The Debtors are continuing to review such potential Causes of Action and the Reorganized Debtors may pursue such Causes of Action against such parties.

Caption of Suit	Case Number	Nature of Proceeding	Court or Agency and Location
Republic Airways Holdings Inc. v. Estrella	49 DO2-16-12 PL 044071	Breach of Contract	Marion County Superior Court, Indianapolis, IN