

Hearing Date & Time: March 16, 2017 at 11:00 a.m. (Eastern Time)
Objection Deadline: March 9, 2017 at 4:00 p.m. (Eastern Time)

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

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

*Attorneys for the Debtors
and Debtors in Possession*

**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)**

-----X

**NOTICE OF HEARING ON DEBTORS' MOTION FOR AN ORDER PURSUANT
TO 11 U.S.C. § 105 AND FED. R. BANKR. P. 9019 APPROVING SETTLEMENT
AGREEMENTS REGARDING SURRENDERED AIRCRAFT (OWNED 145s)
AND REJECTED AIRCRAFT LEASE AGREEMENT (N266SK)**

PLEASE TAKE NOTICE that a hearing will be held at **11:00 a.m. (Eastern
Time) on March 9, 2017** before the Honorable Sean H. Lane, United States Bankruptcy Judge,
United States Bankruptcy Court for the Southern District of New York, One Bowling Green,

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.

New York, New York 10004 to consider *Debtors' Motion for an Order Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 9019 Approving Settlement Agreements Regarding Surrendered Aircraft (Owned 145s) and Rejected Aircraft Lease Agreement (N266SK)* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any responses or objections (the "Objections") to the Motion shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted pro hac vice, electronically pursuant to the Case Management Procedures approved by the Court (ECF No. 70) and in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov/sites/default/files/m399.pdf>), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399 on (i) 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 Gabrielle Glemann, Esq. (gabrielle.glemann@hugheshubbard.com)), (ii) the Office of the United States Trustee, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Brian Masumoto, Esq.), and (iii) counsel to 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)),
so as to be filed and received no later than **March 9, 2017 at 4:00 p.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and
served, the relief requested in the Motion may be granted with no further notice or opportunity to
be heard.

Dated: New York, New York
February 22, 2017

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

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

*Attorneys for the Debtors and Debtors in
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Sharon J. Richardson
Gary D. Ticoll
ZIRINSKY LAW PARTNERS PLLC
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New York, New York 10152
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*Attorneys for the Debtors
and Debtors in Possession*

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

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

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**DEBTORS' MOTION FOR AN ORDER PURSUANT TO 11
U.S.C. § 105 AND FED. R. BANKR. P. 9019 APPROVING SETTLEMENT
AGREEMENTS REGARDING SURRENDERED AIRCRAFT (OWNED 145s)
AND REJECTED AIRCRAFT LEASE AGREEMENT (N266SK)**

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

TO THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE:

Republic Airways Holdings Inc. (“RAH”) and those of its subsidiaries that are debtors and debtors in possession in these proceedings (together with RAH, “Republic” or the “Debtors”) respectfully represent:

Procedural Background

1. On February 25, 2016 (the “Commencement Date”), the Debtors each commenced in this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

2. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

3. On March 4, 2016, the United States Trustee formed an Official Committee of Unsecured Creditors in the Debtors’ cases. No trustee or examiner has been appointed in the Debtors’ cases.

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

Jurisdiction

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

Relief Requested

6. By this Motion, the Debtors request entry of an order substantially in the form annexed hereto, pursuant to sections 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, approving (i) that certain settlement agreement, dated February 22, 2017 (the “Owned 145s Settlement Agreement,” annexed hereto as Exhibit A) by and between Republic Airways Holdings Inc. (“RAH”), Republic Airline Inc. (as successor by merger to Shuttle America Corporation, “Republic Airline,” and together with RAH, the “Republic Parties”), Dougherty Funding LLC (“DFLLC”), Dougherty Equipment Finance LLC (“DEF,” and together with DFLLC, the “Owned 145s Claimants”), and (ii) that certain settlement agreement, dated February 22, 2017 (the “N266SK Settlement Agreement,” annexed hereto as Exhibit B) by and between the Republic Parties, Wells Fargo Bank Northwest, N.A. (“Wells Fargo”), and Dougherty Air Trustee, LLC (“Dougherty,” and together with Wells Fargo, the “N266SK Claimants”).

Background

7. Shuttle America Corporation (“Shuttle”) refinanced the below aircraft (the “Owned 145s”) with DEF, as lender, and DFLLC, as servicer, pursuant to that certain Loan Agreement, dated August 20, 2015 (the “Loan Agreement,” and together with the related security agreement and all other related documents, the “Owned 145s Agreements”).

Mexico Registration Number	MSN	ESN #1	ESN #2
XA-KLI	145426	CAE311750	CAE311760
XA-JLI	145440	CAE311795	CAE311796
XA-FLI	145444	CAE311801	CAE311859

8. Shuttle leased the below aircraft (the “N266SK Aircraft”) from Wells Fargo pursuant to that certain Lease Agreement, dated May 18, 2000 (the “Lease Agreement,” together with all related documents, the “N266SK Agreements”).

U.S. Registration Number	MSN	ESN #1	ESN #2
N266SK	145241	CAE311373	CAE311374

9. On May 24, 2016, the Debtors filed the *Second Omnibus Motion Pursuant to 11 U.S.C. § 363(b), 365, 554 & 1110 and Fed. R. Bankr. P. 6006 & 6007 for an Order Authorizing Debtors to (I) Transfer Title to and Surrender Certain Owned Aircraft and (II) Reject Certain Aircraft and Engine Leases* (the “Second Omnibus Motion,” ECF No. 248), seeking Bankruptcy Court authority to surrender to the Owned 145s Claimants the the Owned 145s and reject the N266SK Agreements. On April 15, 2016, the Bankruptcy Court entered an order granting the Second Omnibus Motion (ECF No. 370). The effective date of the rejection and surrender was April 14, 2016.

10. On or around July 22, 2016, the Owned 145s Claimants filed the proofs of claim numbered 1030 (which amends proof claim numbered 1090) and 1091 against RAH and Shuttle, respectively, each in the amount of \$6,080,152.87 with respect to the Owned 145s and Owned 145s Agreements (together, the “Asserted Owned 145s Claims”) asserting, among other things, the principal due on the Loan Agreement, legal fees, costs to obtain technical files and records, remarketing costs, repair costs, inspections and damages for failure to meet return conditions.

11. On or around July 22, 2016, the N266SK Claimants filed the proofs of claim numbered 1088 and 1092 against Shuttle and RAH, respectively, each in the amount of \$4,863,317.67 with respect to the N266SK Aircraft and N266SK Agreements (together the “Asserted N266SK Claims,” and collectively with the Asserted Owned 145s Claims, the “Asserted Claims”) asserting, among other things, unpaid rent, stipulated loss value, insurance costs, storage fees, legal fees, and repair costs.

The Owned 145s Settlement Agreement

12. After arm’s-length negotiations, the Debtors and the Owned 145s Claimants have agreed, subject to this Court’s approval, to enter into the Owned 145s Settlement Agreement² to consensually resolve the Asserted Owned 145s Claims by allowing the Asserted Owned 145s Claims as general unsecured claims each in the amount of \$1,288,711.19 (the “Allowed Owned 145s Claims”). The Allowed Owned 145s Claims shall not be subject to any challenge, reduction, counterclaim, or offset for any reason. Furthermore, in the Owned 145s Settlement Agreement, the Owned 145s Claimants provide a general release and waiver of claims in connection with the Asserted Owned 145s Claims, the Owned 145s Agreements, and the Owned 145s.

The N266SK Settlement Agreement

13. After arm’s-length negotiations, the Debtors and the N266SK Claimants have agreed, subject to this Court’s approval, to enter into the N266SK Settlement Agreement³ to consensually resolve the Asserted N266SK Claims by allowing the Asserted N266SK Claims as

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2. In the event of any inconsistency between the summary of the Owned 145s Settlement Agreement contained herein and the terms and provisions of the Owned 145s Settlement Agreement, the terms of the Owned 145s Settlement Agreement shall control.
 3. In the event of any inconsistency between the summary of the N266SK Settlement Agreement contained herein and the terms and provisions of the N266SK Settlement Agreement, the terms of the N266SK Settlement Agreement shall control.

general unsecured claims each in the amount of \$1,947,184.87 (the “Allowed N266SK Claims”). The Allowed N266SK Claims shall not be subject to any challenge, reduction, counterclaim, or offset for any reason. Furthermore, in the N266SK Settlement Agreement, the N266SK Claimants provide a general release and waiver of claims in connection with the Asserted N266SK Claims, the N266SK Agreements, and the N266SK Aircraft.

**Resolution of the Asserted Claims Is Fair and Equitable,
Reasonable, and In The Best Interests of the Estates**

14. To approve a compromise or settlement under Bankruptcy Rule 9019(a), the Court should find that the compromise or settlement is fair and equitable, reasonable, and in the best interests of the debtor’s estate. *See, e.g., In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 426 (S.D.N.Y. 1993), *aff’d*, 17 F.3d 600 (2d Cir. 1994). In determining whether to approve the settlement, the Court must make an independent determination that the settlement is fair and reasonable. *Nellis v. Shugrue*, 165 B.R. 115, 122-23 (S.D.N.Y. 1994). The Court may consider the opinions of the trustee or debtor in possession that the settlement is fair and reasonable. *Id.*; *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993). In addition, the Court may exercise its discretion “in light of the general public policy favoring settlements.” *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998); *see also Nellis v. Shugrue*, 165 B.R. at 123 (“[T]he general rule [is] that settlements are favored and, in fact, encouraged by the approval process.”).

15. In determining whether to approve a proposed settlement, the Court need not decide the numerous issues of law and fact raised by the settlement, but rather should “canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness.” *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983) (internal quotations

omitted); *see also In re Purofied Down Prods.*, 150 B.R. at 522 (“[T]he court need not conduct a ‘mini-trial’ to determine the merits of the underlying litigation.”).

16. “The ‘reasonableness’ of [a] settlement depends upon all factors, including probability of success, the length and cost of the litigation, and the extent to which the settlement is truly the product of ‘arms-length’ bargaining, and not fraud or collusion.” *In re Ionosphere Clubs, Inc.*, 156 B.R. at 428.

17. The Debtors believe, in their reasonable business judgment, that the proposed settlements with the Owned 145s Claimants and the N266SK Claimants are in the best interests of their estates and creditors, and constitutes an efficient and cost-effective method for resolving the Asserted Claims. The settlement agreements reduce (i) the Asserted Owned 145s Claims—which were each asserted in the amount of approximately \$6.1 million—to allowed unsecured claims totaling \$1.29 million and (ii) the Asserted N266SK Claims—which were each asserted in the amount of approximately \$4.9 million—to allowed unsecured claims totaling \$1.95 million. The Debtors submit that it would have been difficult to achieve resolution of the Asserted Claims on better terms than those provided in the settlement agreements. The proposed settlement will avoid the significant time and resources the Debtors otherwise would have to expend on resolving the Asserted Claims.

18. For these reasons, the Debtors submit that the proposed settlement is in the best interest of their estates and stakeholders, is well within the range of reasonableness, and thus should be approved.

Notice

19. Notice of this motion is being provided in accordance with the Court’s Case Management Order, dated March 2, 2016 (ECF No. 70), and upon filing with the Court, the motion will be available for inspection on Republic’s Case Website (located at

<https://cases.primeclerk.com/RJET/>). Republic submits that no other or further notice need be given.

WHEREFORE, the Debtors request entry of the order annexed hereto, granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
February 22, 2017

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

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

Attorneys for the Debtors and Debtors in Possession

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

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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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**ORDER PURSUANT TO 11 U.S.C. § 105 AND FED. R. BANKR. P. 9019 APPROVING
SETTLEMENT AGREEMENTS REGARDING SURRENDERED AIRCRAFT
(OWNED 145s) AND REJECTED AIRCRAFT LEASE AGREEMENT (N266SK)**

A hearing having been held on March 16, 2017 (the “Hearing”), to consider the motion, dated February 22, 2017 (the “Motion”),² of Republic Airways Holdings Inc. (“RAH”), and certain of its wholly-owned direct and indirect subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively with RAH, “Republic” or the “Debtors”), pursuant to section 105(a) of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure, approving (i) the Owned 145s Settlement Agreement with Dougherty Funding LLC (“DFLLC”), Dougherty Equipment Finance LLC (“DEF,” and together with DFLLC, the “Owned 145s Claimants”) and (ii) the N266SK Settlement Agreement with Wells Fargo Bank Northwest, N.A. (“Wells Fargo”), and Dougherty Air Trustee, LLC (“Dougherty,” and together with Wells Fargo, the “N266SK Claimants”), as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and

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1. The Debtors in these chapter 11 cases are the following entities: Republic Airways Holdings Inc.; Republic Airways Services, Inc.; Republic Airline Inc.; Shuttle America Corporation; Midwest Air Group, Inc.; Midwest Airlines, Inc.; and Skyway Airlines, Inc. The Debtors’ employer tax identification numbers and addresses are set forth in their respective chapter 11 petitions.
 2. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been provided in accordance with the Court's Case Management Order dated March 2, 2016 (ECF No. 70), and it appearing that no other or further notice need be given; and the Court having considered the Motion, the papers in support thereof, and all of the proceedings had before the Court; and the appearances of all interested parties having been noted in the record of the Hearing; and after due deliberation and sufficient cause appearing therefor, and for reasons stated in the record of the Hearing; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that the Owned 145s Settlement Agreement and the N266SK Settlement Agreement are each approved in their entirety; and it is further

ORDERED that, in accordance with the Owned 145s Settlement Agreement, each of Claims Nos. 1030 (which amends proof of claim numbered 1090) and 1091 shall be, and each hereby are, allowed as general unsecured claims in the amount of \$1,288,711.19 (the "Allowed Owned 145s Claims"); and it is further

ORDERED that, in accordance with the N266SK Settlement Agreement, each of Claims Nos. 1088 and 1092 shall be, and each hereby are, allowed as general unsecured claims in the amount of \$1,947,184.87 (the "Allowed N266SK Claims," and together with the Allowed Owned 145s Claims, the "Allowed Claims"); and it is further

ORDERED that the Allowed Claims shall not be subject to any challenge, reduction, counterclaim or offset for any reason; and it is further

ORDERED that the claims agent is authorized and directed to update the claims register in accordance with this Order, the Owned 145s Settlement Agreement, and the N266SK Settlement Agreement; and it is further

ORDERED that the Debtors are authorized to take any actions as are necessary or appropriate to implement and effectuate the terms of this Order; and it is further

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

Dated: New York, New York

_____, 2017

Honorable Sean H. Lane
United States Bankruptcy Judge

EXHIBIT A

Owned 145s Settlement Agreement

SETTLEMENT AGREEMENT

Settlement Agreement, dated as of February 22, 2017 (this “Agreement”), between Republic Airways Holdings Inc. (“RAH”), Republic Airline Inc. (as successor by merger to Shuttle America Corporation, “Republic Airline,” and together with RAH, the “Republic Parties”), Dougherty Funding LLC (“DFLLC”), Dougherty Equipment Finance LLC (“DEF,” and together with DFLLC, the “Claimants,” and the Claimants collectively with the Republic Parties, the “Parties,” and each a “Party”).

WHEREAS, on February 25, 2016 (the “Commencement Date”), each of RAH and certain of its direct and indirect subsidiaries, including Republic Airline and Shuttle America Corporation (“Shuttle”), as debtors and debtors in possession (collectively, the “Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) jointly administered under Case No. 16-10429 (SHL) (the “Bankruptcy Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, Shuttle refinanced the following aircraft (the “Owned 145s”) with DEF, as Lender, and DFLLC, as Servicer, pursuant to a Loan Agreement, dated August 20, 2015 (the “Loan Agreement,” and together with the related security agreement and all other related documents, the “Owned 145s Agreements”):

Mexico Registration Number	MSN	ESN #1	ESN #2
XA-KLI	145426	CAE311750	CAE311760
XA-JLI	145440	CAE311795	CAE311796
XA-FLI	145444	CAE311801	CAE311859

WHEREAS, on March 24, 2016, the Debtors filed the *Second Omnibus Motion Pursuant to 11 U.S.C. § 363(b), 365, 554 & 1110 and Fed. R. Bankr. P. 6006 & 6007 for an Order Authorizing Debtors to (I) Transfer Title to and Surrender Certain Owned Aircraft and (II) Reject Certain Aircraft and Engine Leases* (the “Motion,” ECF No. 248), seeking Bankruptcy Court authority to surrender to the Claimants the Owned 145s. On April 15, 2016, the Bankruptcy Court entered an order granting the Motion (ECF No. 370). The effective date of the rejection and surrender was April 14, 2016;

WHEREAS, on or around July 22, 2016, Claimants filed the proofs of claim numbered 1030 (which amends proof claim numbered 1090) and 1091 against RAH and Shuttle, respectively, with respect to the Owned 145s and Owned 145s Agreements (together, the “Owned 145s Claims”);

WHEREAS, the Debtors and the Claimants, pursuant to this Agreement, wish to settle all claims of the Claimants against Debtors related to the Owned 145s and Owned 145s Agreements, including but not limited to the Owned 145s Claims.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Approval.** Within ten business days after the execution of this Agreement, the Debtors will file a motion (the “Approval Motion”) with the Bankruptcy Court seeking an order (the “Approval Order”) authorizing the Debtors to enter into the settlement contemplated herein and to allow the Allowed Owned 145s Claims (defined below) as general unsecured claims for all purposes in the Debtors’ Bankruptcy Cases.

2. **Effective Date.** This Agreement shall be effective on the date the Approval Order has been entered and is not stayed or reversed (the “Effective Date”).

3. **Pre-Petition, General Unsecured Claims.** In full and final satisfaction of all claims of the Claimants against Debtors related to the Owned 145s and Owned 145s Agreements, including but not limited to the Owned 145s Claims, effective on the Effective Date, the Owned 145s Claims shall each be allowed as general unsecured claims in the amount of \$1,288,711.19 (the “Allowed Owned 145s Claims”). The Allowed Owned 145s Claims shall not be subject to any challenge, reduction, counterclaim, or offset for any reason.

4. **Release and Withdrawal of the Owned 145s Claims.** With the exception of the right to receive distributions on the Allowed Owned 145s Claims, effective on the Effective Date, Claimants shall fully, finally and forever waive, release and renounce, and discharge the Debtors, their principals, officers, directors, agents, assigns, administrators, and representatives, from, any and all claims (whether prepetition unsecured, priority, administrative or postpetition), causes of action, suits, debts, obligations, liabilities, accounts, damages, defenses, or demands whatsoever, known or unknown, asserted or unasserted, in connection with the Owned 145s and Owned 145s Agreements, including but not limited to the Owned 145s Claims. For avoidance of doubt, this release is intended to release only claims relating to the Owned 145s and Owned 145s Agreements and does not impact claims asserted by the Claimants in connection with any other aircraft, engines, agreements, or transactions. For avoidance of doubt, this release is not intended to release any claims against non-debtor third-parties not specified herein.

5. **Claims Agent Instructions.** As soon as reasonably practicable after the Effective Date, Prime Clerk LLC, as the Debtors’ claims and noticing agent, shall update the official claims registers for the Debtors to reflect the Allowed Owned 145s Claims as being fully allowed, general unsecured claims of the respective Debtors as provided herein.

6. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) **Disputes.** All disputes arising under or in connection with this Agreement shall, prior to the issuance of a final decree from the Bankruptcy Court closing the Bankruptcy Cases, be resolved by the Bankruptcy Court, which shall have exclusive jurisdiction over such disputes. After such final decree has been issued, the Parties hereto agree that the appropriate and exclusive forum for any legal action or proceeding arising out of this Agreement shall be the U.S. District Court for the Southern District of New York or the courts of the State of New York sitting in the City and County of New York, and each of the Parties hereto irrevocably submits itself and its property to the exclusive jurisdiction of such courts and agrees to comply with all

requirements necessary to give such courts jurisdiction. Each of the Parties hereto irrevocably waives any objection that it may now or hereafter have to the jurisdiction or venue of any such action or proceeding arising under or in connection with this Agreement in any such court or that such action or proceeding arising under or in connection with this Agreement was brought in an inconvenient forum. Each Party further agrees, to the extent permitted by law, that final and non-appealable judgment against it in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and the amount of indebtedness. THE PARTIES HERETO WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO DISPUTES ARISING OUT OF THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW.

(c) **Assignment.** Subject to the next sentence, the rights and obligations of each of the parties hereto under this Agreement may not be assigned, transferred or novated without the prior written consent of the other parties, which consent may not be unreasonably withheld, except that nothing herein shall be construed to restrict or limit Claimants right to transfer or sell the Allowed Owned 145s Claims and Claimants are not required to obtain written consent to transfer or sell the Allowed Owned 145s Claims. Nothing contained in this paragraph 6(c) shall affect any right of Claimant to assign and/or participate, in whole or in part, any of the Allowed Owned 145s Claims subject to (i) the terms of that certain Amended Final Trading Order Establishing Notification Procedures and Approving Restrictions on Certain transfers of Claims and Interest in the Debtors' Estates, dated July 26, 2016 [Docket No. 835]; (ii) any other order of the Bankruptcy Court; (iii) the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and applicable law; and (iv) any prospective purchaser, assignee or participant of the Allowed Owned 145s Claims (or any portion of the Allowed Owned 145s Claims) agreeing to be subject to the terms of this Agreement to the extent related to the claims being purchased and/or participated.

(d) **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or electronic (e.g., pdf) transmission), each of which together or separately shall constitute an original and, which taken together, shall be considered one and the same binding agreement.

(e) **Amendments; Waivers.** No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by each of the Parties hereto and no waiver of any provision of this Agreement, nor consent to any departure by any of the Parties hereto shall be effective unless it is in writing and signed by the Party affected thereby, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(f) **Mutual Representations.** Each Party hereto represents and warrants: (i) that such Party has the authority to execute and deliver this Agreement; (ii) that such Party has obtained all consents necessary to execute and deliver this Agreement and to perform such Party's obligations hereunder; (iii) that its respective signatory is duly authorized to execute and deliver this Agreement on behalf of such Party; and (iv) that, as of the Effective Date, any of the claims (to the extent that it is the holder or obligor of such claim) waived, released or affected by

the terms hereof have not been assigned or otherwise transferred to any other person or entity (unless such person or entity has agreed to be bound by the terms hereof).

6.2 Binding Agreement. This Agreement shall inure to the benefit of the parties hereto together with their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the date first set forth above.

REPUBLIC AIRWAYS HOLDINGS INC.

By: 
Name: **Lars-Erik Arnell**
Title: **SVP Chief Restructuring Officer**

REPUBLIC AIRLINE INC.

By: 
Name: **Lars-Erik Arnell**
Title: **SVP Chief Restructuring Officer**

DOUGHERTY EQUIPMENT FINANCE LLC

By: _____
Name:
Title:

DOUGHERTY FUNDING LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the date first set forth above.

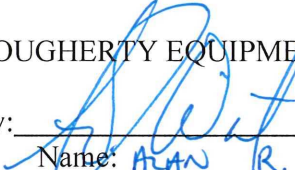
REPUBLIC AIRWAYS HOLDINGS INC.

By: _____
Name:
Title:

REPUBLIC AIRLINE INC.

By: _____
Name:
Title:

DOUGHERTY EQUIPMENT FINANCE LLC

By:  _____
Name: ALAN R. WEINGART
Title: SENIOR VICE PRESIDENT

DOUGHERTY FUNDING LLC


By:  _____
Name: David J. ...
Title: President

EXHIBIT B

N266SK Settlement Agreement

SETTLEMENT AGREEMENT

Settlement Agreement, dated as of February 22, 2017 (this “Agreement”), between Republic Airways Holdings Inc. (“RAH”), Republic Airline Inc. (as successor by merger to Shuttle America Corporation, “Republic Airline,” and together with RAH, the “Republic Parties”), Wells Fargo Bank Northwest, N.A. (“Wells Fargo”), and Dougherty Air Trustee, LLC (“Dougherty,” and together with Wells Fargo, the “Claimants,” and the Claimants collectively with the Republic Parties, the “Parties,” and each a “Party”).

WHEREAS, on February 25, 2016 (the “Commencement Date”), each of RAH and certain of its direct and indirect subsidiaries, including Republic Airline and Shuttle America Corporation (“Shuttle”), as debtors and debtors in possession (collectively, the “Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) jointly administered under Case No. 16-10429 (SHL) (the “Bankruptcy Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, Shuttle leased the following aircraft (the “N266SK Aircraft”) from Wells Fargo pursuant to a Lease Agreement, dated May 18, 2000 (the “Lease Agreement,” together with all related documents, the “N266SK Agreements”):

U.S. Registration Number	MSN	ESN #1	ESN #2
N266SK	145241	CAE311373	CAE311374

WHEREAS, on March 24, 2016, the Debtors filed the *Second Omnibus Motion Pursuant to 11 U.S.C. § 363(b), 365, 554 & 1110 and Fed. R. Bankr. P. 6006 & 6007 for an Order Authorizing Debtors to (I) Transfer Title to and Surrender Certain Owned Aircraft and (II) Reject Certain Aircraft and Engine Leases* (the “Motion,” ECF No. 248), seeking Bankruptcy Court authority to reject the Lease Agreement and surrender the N266SK Aircraft to Claimants. On April 15, 2016, the Bankruptcy Court entered an order granting the Motion (ECF No. 370). The effective date of the rejection and surrender was April 14, 2016;

WHEREAS, on or around July 22, 2016, Claimants filed the proofs of claim numbered 1088 and 1092 against Shuttle and RAH, respectively, with respect to the N266SK Aircraft and N266SK Agreements (together the “N266SK Claims”);

WHEREAS, the Debtors and the Claimants, pursuant to this Agreement, wish to settle all claims of the Claimants against Debtors related to the N266SK Aircraft and N266SK Agreements, including but not limited to the N266SK Claims.

NOW, THEREFORE, the parties hereto agree as follows:

1. Approval. Within ten business days after the execution of this Agreement, the Debtors will file a motion (the “Approval Motion”) with the Bankruptcy Court seeking an order (the “Approval Order”) authorizing the Debtors to enter into the settlement contemplated herein

and to allow the Allowed N266SK Claims (defined below) as general unsecured claims for all purposes in the Debtors' Bankruptcy Cases.

2. **Effective Date.** This Agreement shall be effective on the date the Approval Order has been entered and is not stayed or reversed (the "Effective Date").

3. **Pre-Petition, General Unsecured Claims.** In full and final satisfaction of all claims of the Claimants against Debtors related to the N266SK Aircraft and N266SK Agreements, including but not limited to the N266SK Claims, effective on the Effective Date, the N266SK Claims shall each be allowed as general unsecured claims in the amount of \$1,947,184.87 (the "Allowed N266SK Claims"). The Allowed N266SK Claims shall not be subject to any challenge, reduction, counterclaim, or offset for any reason.

4. **Release and Withdrawal of the N266SK Claims.** With the exception of the right to receive distributions on the Allowed N266SK Claims, effective on the Effective Date, Claimants shall fully, finally and forever waive, release and renounce, and discharge the Debtors, their principals, officers, directors, agents, assigns, administrators, and representatives, from, any and all claims (whether prepetition unsecured, priority, administrative or postpetition), causes of action, suits, debts, obligations, liabilities, accounts, damages, defenses, or demands whatsoever, known or unknown, asserted or unasserted, in connection with the N266SK Aircraft and N266SK Agreements, including but not limited to the N266SK Claims. For avoidance of doubt, this release is intended to release only claims relating to the N266SK Aircraft and N266SK Agreements and does not impact claims asserted by the Claimants in connection with any other aircraft, engines, agreements, or transactions. For avoidance of doubt, this release is not intended to release any claims against non-debtor third-parties not specified herein.

5. **Claims Agent Instructions.** As soon as reasonably practicable after the Effective Date, Prime Clerk LLC, as the Debtors' claims and noticing agent, shall update the official claims registers for the Debtors to reflect the Allowed N266SK Claims as being fully allowed, general unsecured claims of the respective Debtors as provided herein.

6. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) **Disputes.** All disputes arising under or in connection with this Agreement shall, prior to the issuance of a final decree from the Bankruptcy Court closing the Bankruptcy Cases, be resolved by the Bankruptcy Court, which shall have exclusive jurisdiction over such disputes. After such final decree has been issued, the Parties hereto agree that the appropriate and exclusive forum for any legal action or proceeding arising out of this Agreement shall be the U.S. District Court for the Southern District of New York or the courts of the State of New York sitting in the City and County of New York, and each of the Parties hereto irrevocably submits itself and its property to the exclusive jurisdiction of such courts and agrees to comply with all requirements necessary to give such courts jurisdiction. Each of the Parties hereto irrevocably waives any objection that it may now or hereafter have to the jurisdiction or venue of any such action or proceeding arising under or in connection with this Agreement in any such court or that

such action or proceeding arising under or in connection with this Agreement was brought in an inconvenient forum. Each Party further agrees, to the extent permitted by law, that final and non-appealable judgment against it in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and the amount of indebtedness. THE PARTIES HERETO WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO DISPUTES ARISING OUT OF THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW.

(c) **Assignment.** Subject to the next sentence, the rights and obligations of each of the parties hereto under this Agreement may not be assigned, transferred or novated without the prior written consent of the other parties, which consent may not be unreasonably withheld, except that nothing herein shall be construed to restrict or limit Claimants right to transfer or sell the Allowed N266SK Claims and Claimants are not required to obtain written consent to transfer or sell the Allowed N266SK Claims. Nothing contained in this paragraph 6(c) shall affect any right of Claimant to assign and/or participate, in whole or in part, any of the Allowed N266SK Claims subject to (i) the terms of that certain Amended Final Trading Order Establishing Notification Procedures and Approving Restrictions on Certain transfers of Claims and Interest in the Debtors' Estates, dated July 26, 2016 [Docket No. 835]; (ii) any other order of the Bankruptcy Court; (iii) the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and applicable law; and (iv) any prospective purchaser, assignee or participant of the Allowed N266SK Claims (or any portion of the Allowed N266SK Claims) agreeing to be subject to the terms of this Agreement to the extent related to the claims being purchased and/or participated.

(d) **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or electronic (e.g., pdf) transmission), each of which together or separately shall constitute an original and, which taken together, shall be considered one and the same binding agreement.

(e) **Amendments; Waivers.** No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by each of the Parties hereto and no waiver of any provision of this Agreement, nor consent to any departure by any of the Parties hereto shall be effective unless it is in writing and signed by the Party affected thereby, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(f) **Mutual Representations.** Each Party hereto represents and warrants: (i) that such Party has the authority to execute and deliver this Agreement; (ii) that such Party has obtained all consents necessary to execute and deliver this Agreement and to perform such Party's obligations hereunder; (iii) that its respective signatory is duly authorized to execute and deliver this Agreement on behalf of such Party; and (iv) that, as of the Effective Date, any of the claims (to the extent that it is the holder or obligor of such claim) waived, released or affected by the terms hereof have not been assigned or otherwise transferred to any other person or entity (unless such person or entity has agreed to be bound by the terms hereof).

6.2 Binding Agreement. This Agreement shall inure to the benefit of the parties hereto together with their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the date first set forth above.

REPUBLIC AIRWAYS HOLDINGS INC.

By: _____
Name: **Lars-Erik Amell**
Title: **SVP Chief Restructuring Officer**

REPUBLIC AIRLINE INC.

By: _____
Name: **Lars-Erik Amell**
Title: **SVP Chief Restructuring Officer**

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION

By: _____
Name:
Title:

DOUGHERTY AIR TRUSTEE LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the date first set forth above.

REPUBLIC AIRWAYS HOLDINGS INC.

By: _____
Name:
Title:

REPUBLIC AIRLINE INC.

By: _____
Name:
Title:

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION

By: DeAnn Madsen
Name:
Title: **DeAnn Madsen**
Vice President

DOUGHERTY AIR TRUSTEE LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
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REPUBLIC AIRWAYS HOLDINGS INC.

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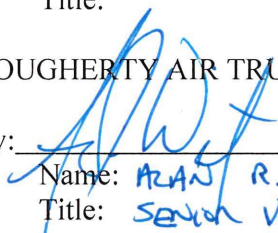
REPUBLIC AIRLINE INC.

By: _____
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NATIONAL ASSOCIATION

By: _____
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DOUGHERTY AIR TRUSTEE LLC

By:  _____
Name: ALAN R. WEINGART
Title: SENIOR VICE PRESIDENT