

Objection Deadline: May 5, 2016 at 4:00 p.m. (Eastern Time)

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

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

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**NOTICE OF ELECTION PURSUANT TO 11 U.S.C. § 1110(a)
WITH RESPECT TO SPARE PARTS COLLATERAL**

TO: Parties Set Forth on Schedule 1

PLEASE TAKE NOTICE that 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”) hereby give notice to the parties set forth on Schedule 1 attached hereto (the “1110(a) Notice Parties”) that the Court has entered the Order Authorizing the Debtors to (i) Enter into Agreements Under 11 U.S.C. § 1110(a), (ii) Enter into Stipulations to Extend the Time to Comply with 11 U.S.C. § 1110, and (iii) File Redacted Section 1110 Election Notices and Section 1110(b) Stipulations (the “Order”)² [ECF No. 212].

PLEASE TAKE FURTHER NOTICE that, in accordance with and subject to the terms of the Order and with respect to (i) the aircraft appliances and spare parts identified by

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

location (each as defined in section 1110(a)(3)(A)(i) of the Bankruptcy Code, the “Aircraft Parts”) and (iii) all records, logs and documents relating thereto (the “Aircraft Records,” and, collectively with the Aircraft Parts, the “Aircraft Equipment”)³ that are the subject of the security agreement, lease or conditional sale contract pertaining to the Aircraft Equipment (the “Aircraft Agreement”), Republic agrees:

(a) to perform all obligations of Republic under the Aircraft Agreement with respect to the Aircraft Equipment, in each case, identified on Schedule 1; and

(b) that for any default, other than a default of a kind specified in Section 365(b)(2) of the Bankruptcy Code, under the Aircraft Agreement with respect to the Aircraft Equipment, in each case, identified on Schedule 1:

(1) that occurred before the filing of Republic’s chapter 11 cases (the “Commencement Date”), such default shall be cured before April 25, 2016 (which is the 60th day after the Commencement Date) (the “1110(a) Deadline”);

(2) that occurred or occurs after the Commencement Date and before the 1110(a) Deadline, such default shall be cured on or before the later of:

(x) the date that is 30 days after the date of the default; or

(y) the 1110(a) Deadline; and

3. Nothing herein shall be construed as an admission or concession by Republic that any 1110(a) Notice Party or any other party in interest with respect to the Aircraft Agreement or Aircraft Equipment has rights under section 1110 of the Bankruptcy Code or that any of the Aircraft Equipment is subject to section 1110 of the Bankruptcy Code, and Republic expressly reserves all rights and defenses with respect thereto.

(3) that occurs on or after the 1110(a) Deadline, such default shall be cured in compliance with the terms of the Aircraft Agreement with respect to the Aircraft Equipment, if a cure is permitted under such Aircraft Agreement.⁴

PLEASE TAKE FURTHER NOTICE that Schedule 1 attached hereto sets forth the amounts (the “Cure Amounts”), if any, that Republic reasonably believes that it must pay under the Aircraft Agreement in order to cure all defaults in the payment of rent or debt service and any other amounts required to be paid under Section 1110 of the Bankruptcy Code, if any, required to be cured pursuant to Section 1110(a)(2) of the Bankruptcy Code with respect to the Aircraft Equipment; provided that the Cure Amounts shall not include (i) any payment of obligations relating to non-regularly scheduled payment obligations arising under the Aircraft Agreement or relating to the Aircraft Equipment (including, without limitation, indemnifications, expense reimbursements and non-regularly scheduled rent); (ii) any obligations that arise, accrue or otherwise become due only after notice, demand or information is provided to the Debtors or other person or entity; and (iii) any non-monetary defaults or obligations arising under the Aircraft Agreement; provided, however, that nothing herein shall affect any Lease Aircraft Notice Party’s or Owned Aircraft Notice Party’s rights (or any defense thereto of Republic or any other party-in-interest) with respect to any such obligations or defaults. **IF NO OBJECTION IS TIMELY FILED AND SERVED AS SET FORTH IN THE NEXT PARAGRAPH, THE 1110(a) NOTICE PARTIES SHALL BE FOREVER BARRED FROM OBJECTING TO THE CURE AMOUNTS TO THE EXTENT PROVIDED IN AND SUBJECT TO THE TERMS OF THE ORDER.**

4. Neither this 1110 Election Notice nor any agreement made hereunder shall constitute an assumption by Republic of the Aircraft Agreement under section 365 of the Bankruptcy Code (to the extent that such section is applicable), and nothing contained herein shall be construed to constitute such an assumption.

PLEASE TAKE FURTHER NOTICE that in accordance with the terms of the Order, any party in interest may object to this 1110 Election Notice or any Cure Amount stated herein by filing a written objection on or before **4:00 p.m. (prevailing Eastern Time) on May 5, 2016 (the “Objection Deadline”)**. An objection shall be considered timely only if, on or before the Objection Deadline, it is (i) filed with the United States Bankruptcy Court for the Southern District of New York, with a copy to Chambers and (ii) served upon each of the following parties (a) 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), John K. Hoyns, Esq. (john.hoyns@hugheshubbard.com), and Gabrielle Glemann, Esq. (gabrielle.glemann@hugheshubbard.com)), (b) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Brian Masumoto, Esq.), (c) proposed counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019 (Attn: Brett H. Miller, Esq. (bmiller@mof.com), Todd M. Goren, Esq. (tgoren@mof.com), and Erica J. Richards, Esq. (erichards@mof.com)), (d) the Ad Hoc Equity Committee, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Adam C. Harris, Esq. (adam.harris@srz.com), Lawrence V. Gelber, Esq. (lawrence.gelber@srz.com), and David M. Hillman, Esq. (david.hillman@srz.com)), and (e) unless it is the party who filed such objection, the relevant Aircraft Parties and their counsel. Any such objection must set forth with specificity (1) the party’s interest in the affected Aircraft Equipment, if any, (2) the basis for the objection,

(3) the provision(s) of the Aircraft Agreement or any other agreement under which the objecting party contends any uncured default exists, and (4) the amount, if any, that the objecting party asserts as the Cure Amount, if different from that specified by Republic.

PLEASE TAKE FURTHER NOTICE that if no objection is timely filed, upon the timely payment of the Cure Amounts, if any, specified herein and upon Republic promptly taking such other actions as are necessary to cure defaults, if any, under the relevant Aircraft Agreements (other than defaults of a kind specified in section 365(b)(2) of the Bankruptcy Code) by the applicable deadline as set forth in paragraph 7 of the Order, (i) all defaults in the payment of rent or debt service under the Aircraft Agreement (other than defaults of a kind specified in section 365(b)(2) of the Bankruptcy Code as to which no cure is required) shall be deemed cured, (ii) this 1110 Election Notice shall be deemed effective as of the date upon which it is filed, (iii) the 60-day period set forth in section 1110(a)(2) of the Bankruptcy Code shall be deemed to have been extended with respect to the Aircraft Equipment, and (iv) the Bankruptcy Court has approved Republic's agreement to make 1110(a) elections for the Aircraft Equipment subject to this 1110 Election Notice.

PLEASE TAKE FURTHER NOTICE that if an objection has been timely filed with respect to a specific item of Aircraft Equipment listed on Schedule 1 hereto and the dispute relating to such Aircraft Equipment is not resolved consensually among the parties within ten days after the date of the filing and service of such objection, Republic shall schedule a hearing on the next available hearing date to consider such objection only with respect to the particular Aircraft Equipment identified in the objection, and Republic's receipt of such objection shall not delay the effectiveness of this 1110 Election Notice with respect to any other Aircraft Equipment listed on Schedule 1 for which no objection is filed.

PLEASE TAKE FURTHER NOTICE that Republic reserves the right to
withdraw and revoke this 1110 Election Notice at any time in accordance with applicable law.


Dated: New York, New York
April 24, 2016

/s/ Gary D. Ticoll
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Sharon J. Richardson
Gary D. Ticoll
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*Attorneys for the Debtors and
Debtors in Possession*

SCHEDULE 1

EQUIPMENT	CURE AMOUNTS
The Pledged Spare Parts maintained by or on behalf of the Debtors at the Designated Locations in Exhibit A hereto	

1110(a) NOTICE PARTIES

Deutsche Bank AG New York Branch

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with a copy to:

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Aircraft Agreement: Those certain Mortgage and Security Agreements (Spare Parts) in each case dated as of June 30, 2015 between, in one case, Republic Airline Inc. and the other case, Shuttle America Corporation, in each case as Grantor, and Deutsche Bank AG New York Branch, in each case as Administrative Agent, securing the obligations under that certain Credit and Guaranty Agreement dated as of April 7, 2015, as amended, of Republic Airlines Inc., as Borrower, Republic Airlines Holdings Inc., as Parent and Guarantor and the subsidiaries of Republic Airways Holdings Inc. party thereto, as Guarantors

EXHIBIT A

Location	Address	Location	Address
ACY	Atlantic City International Airport Suite 112 Egg Harbor Township, NJ 08234	JFK	Bldg 87, 212 Cargo Plaza Rd Jamaica, NY 11430
ATL	3400 Inner Loop Road Suite 100-B Atlanta, GA 30354	LGA	Laguardia Airport Building 7N Dock 2 Bowery Bay Blvd Flushing, NY 11371
BNA	10 Airlines Blvd Nashville, TN 37217	MCI	9200 N.W. 112th Street Kansas City, MO 64153
CLE	5211 Secondary Road Cleveland, OH 44135	MIA	5200 NW 36th Street Bldg 862 Miami, FL 33166
CLT	4818 Express Drive, Suite C Charlotte, NC 28208	MKE	555 Air Cargo Way Milwaukee, WI 53207
CMH	4330 E 5th Avenue Columbus, OH 43219	MSP	1279 Trapp Road, Suite 110 Eagan, MN 55122
CVG	169 Field Maintenance Drive Erlanger, KY 41018	MSY	200 Crofton Rd Kenner, LA 70063
DCA	Ronald Reagan National Airport 2901 Thomas Avenue Hangar 3 Room 110 Washington, DC 20001	ORD	O'Hare International Airport, Terminal 1 C-South Ready Room Chicago, IL 60666
DEN	7642 Undergrove Drive Door #16 Denver, CO 80249	PHL	8500 Essington Avenue Lower C18 Philadelphia, PA 19153
DFW	1910 W Airfield Dr Dallas, TX 75261	PIT	200 Walters Drive Hangar 2, Bldg. 479 Corapolis, PA 15108
DTW	10702 Middlebelt Road Romulus, MI 48242	RDU	1725 International Drive Raleigh, NC 27623
EWR	Newark Liberty International Airport Terminal C, Lower Gate 109 Newark, NJ 07114	RFD	46 Airport Drive Rockford, IL 61109
GEG	8510 W Electric Ave Spokane, WA 99224	SDF	5015 Crittenden Drive Louisville, KY 40209
IAH	3204 Lodestart Rd Houston, TX 77032	STL	4 Shops Road St. Louis, MO 63145
IFP	2550 Laughlin View Drive Bullhead City, AZ 86429	TUS	1255 E. Aero Park Blvd Building X Tuscon, AZ 85756
IND	2745 S Hoffman Road Dock 67, Hangar 7A Indianapolis, IN 46241	UTM	209 C Airport Blvd Tunica, MS 38676
JAX	2400 Yankee Clipper Drive Jacksonville, FL 32218		