

Presentment Date and Time: May 6, 2016 at 4:30 p.m. (Eastern Time)  
Objection Deadline: May 6, 2016 at 4:00 p.m. (Eastern Time)

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

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

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**NOTICE OF PRESENTMENT OF STIPULATION AND ORDER APPROVING  
SECTION 1110(b) EXTENSION FOR GECAS LEASED AND FINANCED AIRCRAFT**

PLEASE TAKE NOTICE that Republic Airways Holdings Inc. and certain of its wholly-owned direct and indirect subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) will present the attached proposed stipulation and order (the “Order”) approving the Section 1110(b) extension for GECAS leased and financed aircraft to the Honorable Sean H. Lane, United States Bankruptcy Judge, for signature on **May 6, 2016 at 4:30 p.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Order (the “Objections”) must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and shall be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (b) by all other parties in interest, on a 3.5 inch disk, in text

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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.

searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) the chambers of the Honorable Judge Sean H. Lane; (ii) the attorneys for the Debtors, Zirinsky Law Partners PLLC, 375 Park Avenue, Suite 2607, New York, New York 10152 (Attn: Bruce R. Zirinsky, Esq. (bzirinsky@zirinskylaw.com), 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)), (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Brian Masumoto, Esq.), (iv) proposed counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019 (Attn: Brett H. Miller, Esq. (bmiller@mofocom), Todd M. Goren, Esq. (tgoren@mofocom), and Erica J. Richards, Esq. (erichards@mofocom)), (v) 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 (vi) unless it is the party who filed such Objection, the Aircraft Parties set forth on Schedule 1 to the Order and their respective counsel, so as to be received no later than **May 6, 2016 at 4:00 p.m. (Eastern Time)** (the “Objection Deadline”).

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

Dated: New York, New York  
April 25, 2016

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

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

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

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**STIPULATION AND ORDER APPROVING SECTION 1110(b)  
EXTENSION FOR GECAS LEASED AND FINANCED AIRCRAFT**

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”), and the aircraft financing parties set forth on Schedules 1-A, 1-B, 1-C, 1-D and 1-E hereto (each, an “Aircraft Party” and, if more than one, collectively, the “Aircraft Parties”) hereby stipulate and agree as follows:

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

2. Pursuant to certain financing and lease agreements with the Aircraft Parties, including, but not limited to, those agreements listed on Schedule 1-F hereto (the “Aircraft Agreements”), the Debtors were granted the right to use (i) (A) the aircraft and aircraft engines identified by U.S. Federal Aviation Administration numbers and manufacturer serial numbers

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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.

identified on Schedule 1-A hereto (the “E-170 Aircraft”), (B) all appliances, parts, and equipment installed or incorporated therein (the “E-170 Aircraft Parts”), and (C) all records, logs and documents relating thereto (the “E-170 Aircraft Records” and, collectively with the E-170 Aircraft and the E-170 Aircraft Parts, the “E-170 Aircraft Equipment”), (ii) (A) the aircraft and aircraft engines identified by U.S. Federal Aviation Administration numbers and manufacturer serial numbers identified on Schedule 1-B hereto (the “E-175 Aircraft”), (B) all appliances, parts, and equipment installed or incorporated therein (the “E-175 Aircraft Parts”), and (C) all records, logs and documents relating thereto (the “E-175 Aircraft Records” and, collectively with the E-175 Aircraft and the E-175 Aircraft Parts, the “E-175 Aircraft Equipment”, and collectively with the E-170 Aircraft Equipment, the “EJET Aircraft Equipment”), (iii) (A) the aircraft and aircraft engines identified by U.S. Federal Aviation Administration numbers and manufacturer serial numbers identified on Schedule 1-C hereto (the “Retained ERJ Aircraft”), (B) all appliances, parts, and equipment installed or incorporated therein (the “Retained ERJ Aircraft Parts”), and (C) all records, logs and documents relating thereto (the “Retained ERJ Aircraft Records”, collectively with the Retained ERJ Aircraft and the Retained ERJ Aircraft Parts, the “Retained ERJ Aircraft Equipment”), (iv) (A) the aircraft and aircraft engines identified by U.S. Federal Aviation Administration numbers and manufacturer serial numbers identified on Schedule 1-D hereto (the “Returned Aircraft”), (B) all appliances, parts, and equipment installed or incorporated therein (the “Returned Aircraft Parts”), and (C) all records, logs and documents relating thereto (the “Returned Aircraft Records”, collectively with the Returned Aircraft and the Returned Aircraft Parts, the “Returned Aircraft Equipment,” and collectively with the Retained ERJ Aircraft Equipment, the “ERJ Aircraft Equipment”) and (v) (A) the aircraft engines identified by manufacturer serial numbers identified on Schedule 1-E hereto (the “Spare

Engines”), (B) all appliances, parts, and equipment installed or incorporated therein (the “Spare Engine Parts”), and (C) all records, logs and documents relating thereto (the “Spare Engine Records”, collectively with the Spare Engines and the Spare Engine Parts, the “Spare Engine Equipment”; and the EJET Aircraft Equipment, ERJ Aircraft Equipment, and Spare Engine Equipment, collectively, the “Aircraft Equipment”), in each case, subject to the terms and conditions of the Aircraft Agreements.

3. The Aircraft Equipment constitutes “equipment” within the meaning of sections 1110(a)(3)(A)(i) and 1110(a)(3)(B) of the Bankruptcy Code, and together with the Aircraft Agreements, are subject to the provisions of section 1110 of the Bankruptcy Code. Accordingly, with respect to the Aircraft Equipment and the Aircraft Agreements, the Aircraft Parties shall be entitled to the protections of section 1110 of the Bankruptcy Code in connection with these chapter 11 cases and in the event that the above-captioned cases are converted to cases under chapter 7 of the Bankruptcy Code

4. Pursuant to section 1110(b) of the Bankruptcy Code, the Debtors have requested that the Aircraft Parties extend the 60-day period set forth in section 1110(a)(2) of the Bankruptcy Code (the “Section 1110 Period”). The Section 1110 Period with respect to the EJET Aircraft Equipment is hereby extended, for all purposes, effective April 25, 2016, until the earliest to occur of (a) 11:59 p.m. (prevailing Eastern Time) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] such earlier date as the Debtors and the Aircraft Parties may agree (such extension, together with any further extensions on the terms set forth below, the “EJET Extension Period”). The Section 1110 Period with respect to the Retained ERJ Aircraft Equipment is hereby

extended, for all purposes, effective April 25, 2016, until the earliest to occur of (a) 11:59 p.m.  
(prevailing Eastern Time) [REDACTED]

[REDACTED]

earlier date as the Debtors and the Aircraft Parties may agree (such extension, together with any further extensions on the terms set forth below, the “Retained ERJ Extension Period”, and the Retained ERJ Extension Period together with the EJET Extension Period, the “Extension Periods”).

5. The continued effectiveness of the Extension Periods is subject to the following conditions, and upon failure to satisfy the following conditions, the Extension Periods shall terminate upon written notice provided five (5) days in advance of such termination by the relevant Aircraft Parties to the Debtors:

(a) the Debtors’ compliance with each and every term of this Stipulation during the Extension Periods;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. The Returned Aircraft Equipment and Spare Engine Equipment shall be surrendered and returned to the Aircraft Parties pursuant to section 1110(c) of the Bankruptcy Code pursuant to an order granting rejection of the Aircraft Agreements with respect to the Returned Aircraft Equipment and Spare Engine Equipment that includes the terms set forth in this paragraph (the "Rejection Order"). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. As soon as reasonably practicable following the return of the Returned Aircraft Equipment and Spare Engine Equipment, the Debtors and the relevant Aircraft Parties shall execute and cause to be filed with the FAA registry a lease termination certificate in respect of each applicable Aircraft Agreement confirming that such Aircraft Agreement has been terminated as to the Returned Aircraft Equipment and Spare Engine Equipment, thereby releasing such Returned Aircraft Equipment and Spare Engine Equipment from any and all right, title and interest of the Debtors (including, but not limited to, the right to possession and use of such Returned Aircraft Equipment and Spare Engine Equipment); provided that such termination certificate shall be without prejudice to any claims of the relevant Aircraft Parties in connection with such Aircraft Agreement or to any other rights and obligations of either party under such Aircraft Agreement which by their express terms survive the expiration or other termination of the Lease.

10. [REDACTED]

[REDACTED]

[REDACTED]

11. [REDACTED]

[REDACTED]

12. The Aircraft Parties party hereto represent and warrant, severally and not jointly, that they have full authority under the Aircraft Agreements and related controlling documents to enter into and perform this Stipulation and otherwise authorize the Debtors' continued use of the Aircraft Equipment.

13. In consideration of the extension, during the Extension Periods and unless and until the Debtors return the Aircraft Equipment in accordance with section 1110(c) of the Bankruptcy Code, the Debtors shall pay to the Aircraft Parties all amounts set forth on Schedule 2-A hereto on the dates set forth therein. Such payments shall be made and applied in accordance with the terms of the Aircraft Agreements, shall be credited against the Debtors' obligations thereunder, and shall not be subject to avoidance, disgorgement, clawback, or

subordination on any grounds. By accepting these payments, the Aircraft Parties do not waive any right to receive the full amounts due under the Aircraft Agreements.

14.

[REDACTED]

15.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. Notwithstanding anything in the Bankruptcy Code to the contrary, including the provisions of sections 363(e) and 365(d)(5) of the Bankruptcy Code (to the extent applicable), the Debtors shall not be obligated to make, and the Aircraft Parties shall not seek, any payments under the Aircraft Agreements or with respect to the Aircraft Equipment during the Extension Periods except as specifically provided in Schedule 2-A of this Stipulation; [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

18. Except to the extent expressly provided herein or in the Aircraft Agreements, neither this Stipulation nor the Aircraft Agreements limit nor affect the rights, remedies, or

claims of the Aircraft Parties, if any, under other provisions of the Bankruptcy Code, subject to all rights, defenses, and objections of the Debtors and any other party in interest.

19. The Debtors and the Aircraft Parties agree that this Stipulation does not modify, amend, or affect any term or provision of the Aircraft Agreements except as expressly set forth in this Stipulation, and that the parties hereto reserve all of their respective rights and remedies with respect thereto. Nothing in this Stipulation shall be deemed to affect in any way the security agreements and arrangements in effect with respect to the Aircraft Agreements.

20. This Stipulation shall be binding upon (a) the Debtors and any trustee or examiner that may be appointed in the pending chapter 11 cases, and their respective successors and assigns, (b) the Aircraft Parties and their respective successors and assigns and (with respect to those Aircraft Parties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or the trustee of the trusts to enter into this Stipulation, (c) the trustee in the event that the above-captioned cases are converted to cases under chapter 7 of the Bankruptcy Code, and (d) all creditors and other parties in interest in the above-captioned cases. Notwithstanding anything else contained herein, any provision of this Stipulation is binding on an Aircraft Party to the extent that such Aircraft Party is a signatory hereof or the signatories hereof have the authority under the Aircraft Agreements or otherwise to bind such Aircraft Party with respect to the subject matter of such provision.

21. This Stipulation is subject to and effective upon [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] the

approval of the Court. The Debtors shall promptly cause this Stipulation to be presented to the



Court for approval in accordance with the Order Authorizing the Debtors to (i) Enter into Agreements Under 11 U.S.C. § 1110(a), (ii) Enter into Stipulations to Extend the Time to Comply with 11 U.S.C. § 1110, and (iii) File Redacted Section 1110 Election Notices and Section 1110(b) Stipulations, as entered on March 23, 2016 [Docket No. 212] (the “Order”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22. [REDACTED]

[REDACTED]

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

24. This Stipulation and the Aircraft Agreements contain the entire agreement between the Aircraft Parties and the Debtors as to the subject matter hereof, and all understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter hereof are fully and completely extinguished and superseded by this Stipulation and the Aircraft Agreements as modified or otherwise affected hereby. In the event of any inconsistency between the express terms of this Stipulation and the Aircraft Agreements, this Stipulation shall govern; provided that in the absence of an inconsistency, this Stipulation shall not modify or be deemed to modify the Aircraft Agreements or the interpretation thereof. In the event of any inconsistency between this

Stipulation and the Order, or between this Stipulation and the Debtors' Motion with respect to the Order, this Stipulation shall govern. This Stipulation shall not be altered, amended, modified, or otherwise changed, and the rights hereunder may not be waived, except by a writing dated subsequent to the date hereof and duly signed by each of the Aircraft Parties and the Debtors.

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

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

(A) If to the Debtors:

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

-and-

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

John.hoyns@hugheshubbard.com  
gabrielle.glemann@hugheshubbard.com

(B) If to any Aircraft Party or other party to the Aircraft Agreements (the “Notice Parties”), then as is set forth on Schedule 3 hereto or to its counsel filing any Notice of Appearance in these chapter 11 cases.

(C) If to proposed 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., Todd M. Goren, Esq., and Erica J. Richards, Esq.  
brettmiller@mofocom  
tgoren@mofocom  
erichards@mofocom

[Remainder of page intentionally left blank.]

Dated: New York, New York  
April 25, 2016

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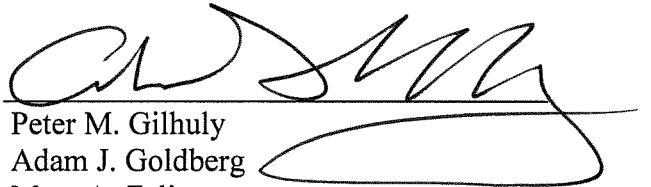
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*Attorneys for the Debtors and Debtors in  
Possession*

Dated: April 25, 2016

LATHAM & WATKINS LLP, as counsel to  
and on behalf of GE CAPITAL AVIATION  
SERVICES LLC, AFS INVESTMENTS XI,  
INC., AFS INVESTMENTS XIII, INC., SAL  
INVESTMENTS 2 LLC, AFS  
INVESTMENTS 69, INC., AFS  
INVESTMENTS 73 LLC, PK AIRFINANCE  
US, INC., AFS INVESTMENTS I, INC.,  
SILVERMINE RIVER FINANCE TWO,  
INC., AVIATION FINANCIAL SERVICES  
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By:



Peter M. Gilhuly

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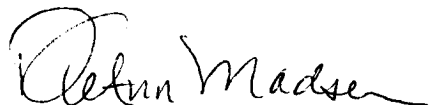
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Dated: April 25, 2016

**WELLS FARGO BANK NORTHWEST,  
N.A., as Security Trustee**

By: 

Name:

Title: **DeAnn Madsen  
Vice President**

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Stipulation and the transactions contemplated therein are APPROVED in their entirety.
2. Notwithstanding any provision of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or the Local Rules of this Court to the contrary, this Order shall take effect immediately upon entry.

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

\_\_\_\_\_  
United States Bankruptcy Judge

**SCHEDULE 1-A**

**E-170 Aircraft**

<b>AIRCRAFT PARTIES</b>	<b>AIRCRAFT FAA REG. NO.</b>	<b>AIRCRAFT MSN</b>	<b>ESN #1</b>	<b>ESN #2</b>
Wells Fargo Bank Northwest, NA AFS Investments XI, Inc.	N801MA	17000012	GE-E193129	GE-E193128
Wells Fargo Bank Northwest, NA AFS Investments XI, Inc.	N802MD	17000013	GE-E193126	GE-E193130
Wells Fargo Bank Northwest, NA AFS Investments XI, Inc.	N803MD	17000015	GE-E193134	GE-E193133
Wells Fargo Bank Northwest, NA AFS Investments XI, Inc.	N804MD	17000016	GE-E193140	GE-E193137
Wells Fargo Bank Northwest, NA AFS Investments XIII, Inc.	N808MD	17000021	GE-E193162	GE-E193158
Wells Fargo Bank Northwest, NA AFS Investments XIII, Inc.	N811MD	17000028	GE-E193166	GE-E193169
Wells Fargo Bank Northwest, NA AFS Investments XIII, Inc.	N812MD	17000030	GE-E193179	GE-E193172
Wells Fargo Bank Northwest, NA SAL Investments 2 LLC	N813MA	17000031	GE-E193174	GE-E193175
Wells Fargo Bank Northwest, NA SAL Investments 2 LLC	N814MD	17000033	GE-E193190	GE-E193188
Wells Fargo Bank Northwest, NA SAL Investments 2 LLC	N816MA	17000037	GE-E193184	GE-E193196
Wells Fargo Bank Northwest, NA AFS Investments XIII, Inc.	N817MD	17000038	GE-E193197	GE-E193202
Wells Fargo Bank Northwest, NA AFS Investments XIII, Inc.	N819MD	17000040	GE-E193198	GE-E193199
Wells Fargo Bank Northwest, NA AFS Investments 69, Inc.	N820MD	17000041	GE-E193200	GE-E193206
Wells Fargo Bank Northwest, NA AFS Investments 69, Inc.	N822MD	17000043	GE-E193209	GE-E193210
Wells Fargo Bank Northwest, NA AFS Investments 73 LLC	N827MD	17000047	GE-E193225	GE-E193203
Wells Fargo Bank Northwest, NA SAL Investments 2 LLC	N828MD	17000048	GE-E193259	GE-E193257
Wells Fargo Bank Northwest, NA AFS Investments 73 LLC	N829MD	17000049	GE-E193255	GE-E193262



**SCHEDULE 1-B**

**E-175 Aircraft**

<b>AIRCRAFT PARTIES</b>	<b>AIRCRAFT FAA REG. NO.</b>	<b>AIRCRAFT MSN</b>	<b>ESN #1</b>	<b>ESN #2</b>
PK Airfinance US, Inc. Natixis Transport Finance Wells Fargo Bank Northwest, N.A.	N101HQ	17000156	GE-E193453	GE-E193454
PK Airfinance US, Inc. Natixis Transport Finance Wells Fargo Bank Northwest, N.A.	N102HQ	17000157	GE-E193455	GE-E193456
PK Airfinance US, Inc. Natixis Transport Finance Wells Fargo Bank Northwest, N.A.	N103HQ	17000159	GE-E193457	GE-E193458
PK Airfinance US, Inc. Credit Industriel et Commercial Wells Fargo Bank Northwest, N.A.	N126HQ	17000204	GE-E193549	GE-E193565
PK Airfinance US, Inc. Credit Industriel et Commercial Wells Fargo Bank Northwest, N.A.	N127HQ	17000206	GE-E193570	GE-E193571
PK Airfinance US, Inc. Credit Industriel et Commercial Wells Fargo Bank Northwest, N.A.	N128HQ	17000208	GE-E193572	GE-E193573
PK Airfinance US, Inc. Credit Industriel et Commercial Wells Fargo Bank Northwest, N.A.	N129HQ	17000211	GE-E193580	GE-E193581
PK Airfinance US, Inc. Credit Industriel et Commercial Wells Fargo Bank Northwest, N.A.	N130HQ	17000212	GE-E193582	GE-E193585
PK Airfinance US, Inc. Credit Industriel et Commercial Wells Fargo Bank Northwest, N.A.	N132HQ	17000216	GE-E193592	GE-E193593

**SCHEDULE 1-C**

**Retained ERJ Aircraft**

<b>AIRCRAFT PARTIES</b>	<b>AIRCRAFT FAA REG. NO.</b>	<b>AIRCRAFT MSN</b>	<b>ESN #1</b>	<b>ESN #2</b>
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N269SK	145293	CAE 311464	CAE 311482
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N272SK	145306	CAE 311509	CAE 311510
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N274SK	145344	CAE 311518	CAE 311599
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N276SK	145348	CAE 311605	CAE 311607
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N280SK	145381	CAE 311674	CAE 311677

**SCHEDULE 1-D**

**Returned Aircraft**

<b>AIRCRAFT PARTIES</b>	<b>AIRCRAFT FAA REG. NO.</b>	<b>AIRCRAFT MSN</b>	<b>ESN #1</b>	<b>ESN #2</b>
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N265SK	145226	CAE 311350	CAE 311424
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc..	N267SK	145268	CAE 311404	CAE 311421
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N268SK	145270	CAE 311427	CAE 311429
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N270SK	145304	CAE 311502	CAE 311503
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc..	N271SK	145305	CAE 311506	CAE 311507
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N273SK	145331	CAE 311566	CAE 311567
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N275SK	145345	CAE 311600	CAE 311603
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N277SK	145355	CAE 311619	CAE 311620
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N278SK	145370	CAE 311655	CAE 311658
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N279SK	145379	CAE 311659	CAE 311660
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N281SK	145391	CAE 311697	CAE 311698
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N289SK	145463	CAE311855	CAE311863
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N290SK	145474	CAE311884	CAE311888
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc.	N291SK	145486	CAE311900	CAE311850
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc	N294SK	145497	CAE311852	CAE311921
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc	N293SK	145500	CAE311926	CAE311922
Wells Fargo Bank Northwest, N.A. AFS Investments I, Inc	N298SK	145508	CAE311953	CAE311940
Wells Fargo Bank Northwest, N.A. Silvermine River Finance Two, Inc.	N295SK	145513	CAE311976	CAE311857
Wells Fargo Bank Northwest, N.A. Silvermine River Finance Two, Inc.	N296SK	145514	CAE311970	CAE311958
Wells Fargo Bank Northwest, N.A. Silvermine River Finance Two, Inc.	N370SK	145515	CAE311971	CAE311975
Wells Fargo Bank Northwest, N.A. Silvermine River Finance Two, Inc.	N297SK	145522	CAE311956	CAE311994

<b>AIRCRAFT PARTIES</b>	<b>AIRCRAFT FAA REG. NO.</b>	<b>AIRCRAFT MSN</b>	<b>ESN #1</b>	<b>ESN #2</b>
Wells Fargo Bank Northwest, N.A. Silvermine River Finance Two, Inc.	N299SK	145532	CAE311998	CAE311999
Wells Fargo Bank Northwest, N.A. Silvermine River Finance Two, Inc.	N371SK	145535	CAE312007	CAE312008

**SCHEDULE 1-E**

**Spare Engines**

<b>AIRCRAFT PARTIES</b>	<b>ESN</b>
AFS Investments 75 Inc.	CAE311434
AFS Investments 75 Inc.	CAE311206
AFS Investments 75 Inc.	CAE311635
AFS Investments 75 Inc.	CAE311794
AFS Investments 75 Inc.	CAE311908
Wells Fargo Bank Northwest, NA FAN Engine Securitization Ltd	CAE312096
Wells Fargo Bank Northwest, NA FAN Engine Securitization Ltd	CAE312071
Wells Fargo Bank Northwest, NA Blade Engine Securitization Ltd.	CAE312169
Wells Fargo Bank Northwest, NA Blade Engine Securitization Ltd.	CAE312293

**SCHEDULE 1-F**

**Description of Aircraft Agreements**

1. Master Agreement, dated as of October 19, 2012, between Republic Airways Holdings Inc., Chautauqua Airlines, Inc., Wells Fargo Bank Northwest, National Association, and General Electric Capital Corporation.
2. Lease Agreement [N295SK], dated as of November 29, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
3. Lease Agreement [N297SK], dated as of November 29, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
4. Lease Agreement [N299SK], dated as of November 29, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
5. Lease Agreement [N371SK], dated as of November 30, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
6. Lease Agreement [N265SK], dated as of June 9, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
7. Lease Agreement [N267SK], dated as of June 9, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
8. Lease Agreement [N268SK], dated as of June 28, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
9. Lease Agreement [N269SK], dated as of August 2, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
10. Lease Agreement [N270SK], dated as of August 30, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
11. Lease Agreement [N271SK], dated as of September 7, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee

12. Lease Agreement [N272SK], dated as of September 7, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
13. Lease Agreement [N273SK], dated as of November 3, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
14. Lease Agreement [N274SK], dated as of December 4, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
15. Lease Agreement [N275SK], dated as of December 8, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
16. Lease Agreement [N276SK], dated as of December 18, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
17. Lease Agreement [N277SK], dated as of December 15, 2000 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
18. Lease Agreement [N278SK], dated as of February 9, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
19. Lease Agreement [N279SK], dated as of January 31, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
20. Lease Agreement [N280SK], dated as of February 23, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
21. Lease Agreement [N281SK], dated as of February 23, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A. (f/k/a First Security Bank, N.A.), Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
22. Lease Agreement [N289SK], dated as of July 23, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
23. Lease Agreement [N290SK], dated as of July 26, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee

24. Lease Agreement [N291SK], dated as of August 23, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
25. Lease Agreement [N293SK], dated as of September 21, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
26. Lease Agreement [N294SK], dated as of September 18, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
27. Lease Agreement [N296SK], dated as of December 20, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
28. Lease Agreement [N298SK], dated as of October 26, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
29. Lease Agreement [N370SK], dated as of November 13, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, N.A., Owner Trustee, Lessor, and Chautauqua Airlines, Inc., Lessee
30. Lease Agreement (N827MD), (incorporating certain provisions of the Republic Airline Inc. Standard Terms Manual - Single-Investor Lease, dated August 29, 2005), dated as of August 29, 2005 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, National Association, as Owner Trustee, Lessor and Republic Airline Inc., Lessee
31. Lease Agreement (N828MD) (incorporating certain provisions of the Republic Airline Inc. Standard Terms Manual - Single-Investor Lease, dated August 29, 2005), dated as of August 29, 2005 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, National Association, as Owner Trustee, Lessor and Republic Airline Inc., Lessee
32. Lease Agreement (N829MD) (incorporating certain provisions of the Republic Airline Inc. Standard Terms Manual - Single-Investor Lease, dated August 29, 2005), dated as of August 29, 2005 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, National Association, as Owner Trustee, Lessor and Republic Airline Inc., Lessee
33. Lease Agreement (US Airways, Inc. N801MA) (incorporating certain provisions of the US Airways Standard Terms Manual - Single Investor Lease, dated October 28, 2003), dated as of March 5, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N801 Assignment Agreement"), dated as of



February 27, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XI, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time) together with all Relevant Lease Documents (as defined in the N801 Assignment Agreement))

34. Lease Agreement (US Airways, Inc. N802MD) (incorporating certain provisions of the US Airways Standard Terms Manual - Single Investor Lease, dated October 28, 2003), dated as of March 5, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N802 Assignment Agreement"), dated as of February 27, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XI, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time), together with all Relevant Lease Documents (as defined in the N802 Assignment Agreement)
35. Lease Agreement (US Airways, Inc. N803MD) (incorporating certain provisions of the US Airways Standard Terms Manual - Single Investor Lease, dated October 28, 2003), dated as of March 9, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N803 Assignment Agreement"), dated as of March 13, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XI, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time) , together with all Relevant Lease Documents (as defined in the N803 Assignment Agreement)
36. Lease Agreement (US Airways, Inc. N804MD) (incorporating certain provisions of the US Airways Standard Terms Manual - Single Investor Lease, dated October 28, 2003), dated as of March 11, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N804 Assignment Agreement"), dated as of March 24, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XI, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time), together with all Relevant Lease Documents (as defined in the N804 Assignment Agreement)

37. Lease Agreement (US Airways, Inc. N808MD) (incorporating certain provisions of the US Airways Standard Terms Manual - Single Investor Lease, dated October 28, 2003), dated as of May 21, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N808 Assignment Agreement"), dated as of April 7, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XIII, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time), together with all Relevant Lease Documents (as defined in the N808 Assignment Agreement)
38. Lease Agreement (US Airways, Inc. N811MD) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of June 17, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N811 Assignment Agreement"), dated as of April 10, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XIII, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time), together with all Relevant Lease Documents (as defined in the N811 Assignment Agreement)
39. Lease Agreement (US Airways, Inc. N812MD) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of June 28, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N812 Assignment Agreement"), dated as of April 28, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XIII, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time), together with all Relevant Lease Documents (as defined in the N812 Assignment Agreement)
40. Lease Agreement (US Airways, Inc. N813MA) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of June 30, 2004 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, National Association, and US Airways, Inc.

41. Lease Documents Assignment Agreement (N813MA) (the “N813 Assignment Agreement”), dated as of May 1, 2006 (as amended, supplemented, or otherwise modified from time to time), among US Airways, Inc., (the “assignor”), Republic Airline Inc. (the “assignee”), US Airways Group, Inc., (“Guarantor”), Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee (the “Owner Trustee”), SAL Investments 2 LLC, as Transferee Owner Participant and Aviation Financial Services LLC (the “OP Guarantor”), together with all Relevant Lease Documents (as defined in the N813 Assignment Agreement)
42. Lease Agreement (US Airways, Inc. N814MD) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of July 15, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity, except as provided herein, but solely as Owner Trustee/Lessor, and US Airways, Inc., as Lessee as amended by that certain Lease Documents Assignment Agreement (N814MD), dated as of May 12, 2006, among US Airways, Inc., as Assignor, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee, SAL Investments 2 LLC, as Transferee Owner Participant and Aviation Financial Services LLC (successor to Aviation Financial Services Inc.), as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time), together with all Relevant Lease Documents (as defined in the N814 Assignment Agreement)
43. Lease Agreement (US Airways, Inc. N816MD) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of August 2, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity, except as provided herein, but solely as Owner Trustee/Lessor, and US Airways, Inc., as Lessee as amended by that certain Lease Documents Assignment Agreement (N816MD) (the “N816 Assignment Agreement”), dated as of May 10, 2006, among US Airways, Inc., as Assignor, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee, SAL Investments 2 LLC, as Transferee Owner Participant and Aviation Financial Services LLC (successor to Aviation Financial Services Inc.), as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time) together with all Relevant Lease Documents (as defined in the N816 Assignment Agreement)
44. Lease Agreement (US Airways, Inc. N817MD) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of August 4, 2004 , between Wells Fargo Bank Northwest, National Association, not in its individual capacity, except as provided herein, but solely as Owner Trustee/Lessor, and US Airways, Inc., as Lessee as amended by that certain Lease Documents Assignment Agreement (N817MD) (the “N817 Assignment Agreement”), dated as of May 22, 2006, among US Airways, Inc., as Assignor, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee, AFS Investments XIII, Inc., as Owner Participant and Aviation Financial Services LLC (successor to Aviation Financial Services Inc.), as OP Guarantor, as

amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time) together with all Relevant Lease Documents (as defined in the N817 Assignment Agreement)

45. Lease Agreement (US Airways, Inc. N819MD) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of August 23, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity, except as provided herein, but solely as Owner Trustee/Lessor, and US Airways, Inc., as Lessee as amended by that certain Lease Documents Assignment Agreement (N817MD) (the "N819 Assignment Agreement"), dated as of May 25, 2006, among US Airways, Inc., as Assignor, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee, AFS Investments XIII, Inc., as Owner Participant and Aviation Financial Services LLC (successor to Aviation Financial Services Inc., as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time) together with all Relevant Lease Documents (as defined in the N819 Assignment Agreement)
46. Lease Agreement (US Airways, Inc. N820MD) (incorporating certain provisions of the US Airways, Inc. Amended and Restated Standard Terms Manual - Single Investor Lease, dated May 28, 2004), dated as of August 30, 2004, between Wells Fargo Bank Northwest, National Association, not in its individual capacity except as expressly provided therein, but solely as Owner Trustee, as Lessor, and US Airways, Inc., as Lessee, as assigned pursuant to that certain Lease Documents Assignment Agreement (the "N820 Assignment Agreement"), dated as of May 31, 2006, among US Airways, Inc., as Assignor, Republic Airline Inc., as Assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee, AFS Investments XIII, Inc., as Owner Participant, and Aviation Financial Services LLC, as OP Guarantor, as amended by Amendment No. 1 to same (as may be further amended, supplemented, or otherwise modified from time to time), together with all Relevant Lease Documents (as defined in the N820 Assignment Agreement)
47. Lease Documents Assignment Agreement (N822MD) (the "N822 Assignment Agreement"), dated as of May 31, 2006 (as amended, supplemented, or otherwise modified from time to time), among US Airways, Inc., as assignor, Republic Airline Inc., as assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee, AFS Investments 69, Inc., a Delaware corporation, as Owner Participant, and Aviation Financial Services LLC (successor to Aviation Financial Services Inc.), as OP Guarantor, together with all Relevant Lease Documents (as defined in the N822 Assignment Agreement)
48. Lease Documents Assignment Agreement (N822MD), dated as of May 31, 2006 (as amended, supplemented, or otherwise modified from time to time), among US Airways, Inc., as assignor, Republic Airline Inc., as assignee, US Airways Group, Inc., as Guarantor, Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee, AFS Investments 69, Inc., a Delaware corporation, as Owner Participant, and

Aviation Financial Services LLC (successor to Aviation Financial Services Inc.), as OP Guarantor

49. Aircraft Security Agreements securing the obligations under the Credit Agreement (2007-1), dated as of February 27, 2007 (as amended, supplemented, or otherwise modified from time to time), among Republic Airline Inc., as Borrower, PK Airfinance US, Inc., as Initial Lender and Wells Fargo Bank Northwest, N.A. as Security Trustee and Junior Credit Agreement (2007-1), dated as of February 27, 2007, among Republic Airline Inc., as Borrower, Embraer Finance Ltd, as Lender and Wells Fargo Bank Northwest, N.A., as Security Trustee, together with any other agreement, document or instrument entered into or delivery pursuant to any of the foregoing and identifying itself as a security document
50. Aircraft Security Agreements securing the obligations under the Credit Agreement (2015-1), among Republic Airline, Inc., as Borrower, PK Airfinance US, Inc., as Series A Lender, Credit Industriel et Commercial, as Series B Lender and Wells Fargo Bank Northwest, N.A., as Security Trustee, dated February 2, 2015 (as amended, supplemented, or otherwise modified from time to time), together with any other agreement, document or instrument entered into or delivery pursuant to any of the foregoing and identifying itself as a security document
51. Master Engine Lease Agreement, dated as of December 18, 2001 (as amended, supplemented, or otherwise modified from time to time), between Chautauqua Airlines, Inc. and AFS Investments 75 Inc. (as assignee of Aviation Financial Services, Inc.), incorporating the provisions of the Engine Lease Common Terms Agreement, dated December 18, 2001, between Chautauqua Airlines, Inc. and General Electric Capital Corporation
52. Master Engine Lease Agreement dated as of December 18, 2001 (as amended, supplemented, or otherwise modified from time to time), between Wells Fargo Bank Northwest, National Association, as Owner Trustee (“Lessor”) and Chautauqua Airlines, Inc. (“Lessee”), incorporating by reference the terms of an Engine Lease Common Terms Agreement dated as of December 18, 2001 between Lessee and General Electric Capital Corporation, as amended, supplemented or otherwise modified, and as assigned insofar as each relates to the Rolls Royce AE 3007A1P engine with serial numbers CAE 312071 and CAE312096 by that certain Assignment, Assumption and Amendment Agreement dated as of October 1, 2007, by and among Lessor, Lessee and Aviation Financial Services LLC, and as assigned insofar as each related to the Rolls Royce AE 3007A1P engine with serial numbers CAE 312196 and CAE 312293 by that certain Assignment, Assumption and Amendment Agreement dated as of August 28, 2006, by and among Lessor, Lessee and Aviation Financial Services LLC

**SCHEDULE 2-A**

**Payment Schedule and Other Obligations**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**SCHEDULE 2-B**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**SCHEDULE 3**

**Notice Parties**

**GE Capital Aviation Services LLC**

901 Main Avenue, 4th Floor  
Norwalk, Connecticut 06851  
Attn: Contracts Leader  
Fax: +1 (203) 961-9311

With a copy to its counsel:

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**Natixis Transport Finance**

BP4-75060  
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Attention: Transportation Finance  
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With a copy to its counsel:

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**Credit Industriel et Commercial**

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With a copy to its counsel:

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And

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**Wells Fargo Bank Northwest, National Association**

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