

**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 (a) ENTRY OF ORDER (i) APPROVING DISCLOSURE STATEMENT,
(ii) ESTABLISHING VOTING RECORD DATE, (iii) SCHEDULING
HEARING TO CONSIDER CONFIRMATION OF
DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE, AND (iv) ESTABLISHING
PROCEDURES AND DEADLINES FOR VOTING ON THE PLAN AND
(b) CERTAIN PROVISIONS UNDER THE PLAN**

TO PARTIES IN INTEREST IN THE FOLLOWING CHAPTER 11 CASES:

Name of Debtors and Case Numbers

Republic Airways Services, Inc.	16-10426
Shuttle America Corporation	16-10427
Republic Airline Inc.	16-10428
Republic Airways Holdings, Inc.	16-10429
Midwest Air Group, Inc.	16-10430
Midwest Airlines, Inc.	16-10431
Skyway Airlines, Inc.	16-10432

PLEASE TAKE NOTICE THAT:

1. ***Approval of Disclosure Statement.*** On December 19, 2016, 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”) filed the Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (as it may be further amended,

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.

modified, or supplemented, the “Plan”² and the Disclosure Statement for Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, which was thereafter modified on December 23, 2016 (as it may be further amended, modified, or supplemented, the “Disclosure Statement”). On December 23, 2016, the Bankruptcy Court entered an order (the “Approval Order”) approving the Disclosure Statement as containing “adequate information” within the meaning of section 1125 of title 11, United States Code (the “Bankruptcy Code”) and establishing procedures for the solicitation and tabulation of votes on the Plan. A copy of the Approval Order is attached to the Disclosure Statement as Exhibit B.

2. ***Obtaining Copies of the Disclosure Statement and Plan.*** Any party in interest wishing to obtain a copy of the Disclosure Statement and the Plan may request such copy, in writing, from **Prime Clerk LLC, Attn: RJET Ballot Processing, 830 3rd Avenue, 3rd Floor, New York, New York 10022**. Interested parties may also obtain the Disclosure Statement and the Plan free of charge at www.primeclerk.com/rjet. In addition, the Disclosure Statement and the Plan are on file with the Bankruptcy Court and may be examined by accessing the Bankruptcy Court’s website: www.nysb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

3. ***Confirmation Hearing.*** A hearing will be held before the Honorable Sean H. Lane, United States Bankruptcy Judge, Courtroom 701 of the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), One Bowling Green, New York, New York 10014, on **February 14, 2017 at 11:00 a.m. (Eastern Time)** the (“Confirmation Hearing”) to consider the entry of an order, among other things, confirming the Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the Confirmation Hearing or at any adjourned Confirmation Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Plan may be modified prior to, during, or as a result of the Confirmation Hearing.

4. ***Voting on the Plan, Voting Record Date, and Voting Deadline.*** Under the Plan, holders of claims in Class 3(a) (general unsecured claims against the Consolidated Debtors Republic Airways Holdings, Inc., Shuttle America Corporation, Republic Airline Inc., and Republic Airways Services, Inc.) on the **December 21, 2016 Voting Record Date** are entitled to vote on the Plan and will receive a copy of the Disclosure Statement, the Plan, and a Ballot for voting to accept or reject the Plan. All Ballots must be received by the Debtors’ voting agent at the address set forth on the Ballot no later than the **Voting Deadline, which is 4:00 p.m. (Eastern Time) on January 31, 2017**.

5. ***Parties NOT Entitled to Vote.*** Under the Plan, only holders of claims in Class 3(a) may vote on the Plan. Holders of claims in all other classes and holders of equity interests are not entitled to vote and will receive a notice of non-voting status rather than a Ballot. Any holder that disagrees with the Debtors’ classification of its claim or equity interest and believes it should be entitled to vote on the Plan must file with the Bankruptcy Court (with a copy to

2. Capitalized terms not defined herein have the meanings ascribed to them in the Plan.

Chambers) and serve on the parties identified in paragraph 6, below, a motion for an order pursuant to Federal Rule of Bankruptcy Procedure 3018(a) temporarily allowing such claim for purposes of voting to accept or reject the Plan. Any such motion must be filed and served as set forth herein on or before the **later of (i) January 12, 2017 and (ii) 10 days after service of notice of an objection, if any, to such claim**, or it will not be considered. The hearing on any such motion shall be held prior to the Voting Deadline.

6. ***Objections to Confirmation.*** Objections and responses, if any, to confirmation of the Plan, must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the *Order Pursuant to 11 U.S.C. § 105(a) & Fed. R. Bankr. P. 1015(c), 2002(m) & 9007 Implementing Certain Notice and Case Management Procedures*, dated March 2, 2016 (ECF No. 70), (c) set forth the name(s) of the objecting party or parties, (d) set forth the nature and amount of the claim(s) or equity interest(s) held or asserted by each objecting party or parties against the Debtor(s), (e) state with particularity the legal and factual bases relied upon for the objection or response, and (f) be filed with the Bankruptcy Court, together with proof of service, and served **so that they are actually received by the following parties no later than 4:00 p.m. (Eastern Time) on January 31, 2017:** (i) the Chambers of the Honorable Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Courtroom 701, New York, New York, 10004, (ii) the attorneys for the Debtors, Zirinsky Law Partners PLLC, 375 Park Avenue, Suite 2607, New York, New York 10152 (Attn: Bruce R. Zirinsky, Esq. (bzirinsky@zirinskylaw.com), Sharon J. Richardson, Esq. (srichardson@zirinskylaw.com), and Gary D. Ticoll, Esq. (gticoll@zirinskylaw.com)) and Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004 (Attn: Christopher K. Kiplok, Esq. (chris.kiplok@hugheshubbard.com) and Dustin Smith, Esq. (dustin.smith@hugheshubbard.com)), (iii) the Office of the United States Trustee, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Brian Masumoto, Esq.), and (iv) 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)).

IF AN OBJECTION OR RESPONSE TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.

7. ***Executory Contracts and Unexpired Leases.*** All executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed automatically rejected by the Debtors as of the Effective Date, except for any executory contracts or unexpired leases: (i) that have been assumed or rejected pursuant to a Bankruptcy Court order entered prior to the Effective Date, (ii) that are the subject of a separate motion to assume or reject pending on the Effective Date, (iii) that are assumed, rejected, or otherwise treated pursuant to Sections 9.4, 9.5, 9.6, or 9.7 of the Plan, (iv) that are listed on Schedule 9.1 of the Plan Supplement, which represents the Debtors' then good-faith belief regarding the intended treatment of executory contracts and unexpired leases, or (v) as to which a Treatment Objection has been filed and served by the Treatment Objection Deadline (each as defined in the Plan). The Debtors shall file

an initial version of Schedule 9.1 of the Plan Supplement, and any amendments thereto, with the Bankruptcy Court and shall serve all notices thereof only on the relevant Assumption Parties and Rejection Parties (each as defined in the Plan).

8. ***Plan Injunction, Exculpations, and Releases.*** The Plan contains certain injunction, exculpation, and release provisions:

The Plan contains an injunction which provides that, among other things, all persons or entities who have held, hold or may hold Claims, Causes of Action or Interests and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and Affiliates, are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including, without limitation, a Section 510(b) Claim), Cause of Action or Interest against the Debtors, the Post-Effective Date Debtors or property of any Debtors or Post-Effective Date Debtors, other than to enforce any right to a distribution pursuant to the Plan, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, the Post-Effective Date Debtors or property of any Debtors or Post-Effective Date Debtors, other than to enforce any right to a distribution pursuant to the Plan, (iii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or Post-Effective Date Debtors or against the property or interests in property of the Debtors or Post-Effective Date Debtors other than to enforce any right to a distribution pursuant to the Plan or (iv) asserting any right of set-off, subrogation or recoupment of any kind against any obligation due from the Debtors or Post-Effective Date Debtors or against the property or interests in property of the Debtors or Post-Effective Date Debtors, with respect to any such Claim, Cause of Action or Interest. Such injunction shall extend to any successors or assignees of the Debtors and Post-Effective Date Debtors and their respective properties and interest in properties.

The Plan contains an exculpation provision which prevents the Exculpated Parties from having or incurring any liability to any holder of a Claim, Cause of Action or Interest for any act or omission in connection with, related to or arising out of, the Chapter 11 Cases, the negotiation of any settlement or, agreement, contract, instrument, release or document created or entered into in connection with the Plan or in the Chapter 11 Cases (including the DIP Facility and documents related thereto), the pursuit of confirmation of the Plan, the consummation of the Plan, the preparation and distribution of the Disclosure Statement, the offer, issuance and distribution of any securities issued or to be issued pursuant to the Plan, any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or the administration of the Plan or the property to be distributed under the Plan, except for any act or omission that is determined in a final order to have constituted willful misconduct or gross negligence. Each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

The Plan contains a release provision under which the Released Parties shall be deemed released and discharged by the Debtors, the Post-Effective Date Debtors and their Estates from any and all Claims, obligations, debts, rights, suits, damages, Causes of

Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, their Estates and/or the Post-Effective Date Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Post-Effective Date Debtors, their estates or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity or that any holder of a Claim or Interest or other entity would have been legally entitled to assert for or on behalf of the Debtors, their estates or the Post-Effective Date Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Post-Effective Date Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the related Plan Supplement, or related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence; *provided, however*, that if any Released Party directly or indirectly brings or asserts any Claim or Cause of Action in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against the Debtors, the Post-Effective Date Debtors or any of their respective Affiliates, officers, directors, members, employees, advisors, actuaries, attorneys, financial advisors, investment bankers, professionals or agents, then the release set forth in this Section of the Plan (but not any release or indemnification or any other rights or claims granted under any other section of the Plan or under any other document or agreement) shall automatically and retroactively be null and void *ab initio* with respect to such Released Party bringing or asserting such Claim or Cause of Action; *provided further* that the immediately preceding clause shall not apply to any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to (i) enforce such Released Party's rights against the Debtors and/or the Post-Effective Date Debtors under the Plan, the Confirmation Order, any postpetition or assumed contract, or (ii) prosecute the amount, priority or secured status of any prepetition or ordinary course administrative Claim against the Debtors, in each case, however, the Debtors shall retain all defenses related to such action.

The Plan contains a release provision under which holders of Claims that (a) vote to accept the Plan or (b) vote to reject the Plan and affirmatively elect (as permitted on the Ballots) to provide the releases contained in this paragraph shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Post-Effective Date Debtors and the Released Parties from any and all claims, equity interests, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, their estates and/or the Post-Effective Date Debtors, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise,

that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Post-Effective Date Debtors, the restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the related Plan Supplement or related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence related to the Debtors taking place on or before the Effective Date other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct or gross negligence and excluding, for the avoidance of doubt, any Claim that is the subject of a Proof of Claim, a timely filed Administrative Claim or any Administrative Claim for which no filing is required; *provided* that (i) any holder of a Claim that votes to reject the Plan and does not affirmatively elect to provide the releases contained in this paragraph shall not receive the benefit of the releases set forth in this paragraph (even if for any reason otherwise entitled) and (ii) nothing contained in this Section of the Plan shall limit the releases described in the previous paragraph.

The Plan defines “Released Parties” and “Exculpated Parties” as (a) the Creditors’ Committee and its members (including any *ex officio* members); (b) with respect to each of the foregoing entities in clause (a), such entities’ predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and their current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other Professionals (in each case, solely in their capacity as such); and (c) the Debtors’ and the Post-Effective Date Debtors’ current and former employees, their current and former directors, officers, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, and such persons’ respective heirs, executors, estates, servants and nominees (in each clause (a) through (c), solely in their capacity as such).

Dated: New York, New York
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If you have questions about this notice, please call (855) 252-2304 (domestic) or (917) 460-0803 (international), email rjetinfo@primeclerk.com, or visit <https://cases.primeclerk.com/RJET>