

thereto, and as may be amended, altered, modified or supplemented from time to time, the “Plan”),² filed concurrently herewith; (ii) establishing the deadline for objections to the adequacy of the Disclosure Statement and confirmation of the Plan (the “Objection Deadline”) and approving certain related procedures; (iii) conditionally approving the prepetition procedures for the solicitation of votes to accept the Plan (the “Solicitation Procedures”); (iv) approving the form and manner of notice of the commencement of the Debtors’ chapter 11 cases, the Combined Hearing, and the Objection Deadline (the “Notice”); (v) directing that the United States Trustee for the District of Delaware (the “U.S. Trustee”) not convene a meeting of creditors (the “Creditors’ Meeting”) under section 341(a) of title 11 of the United States Code, 11 U.S.C. § 101–1532 (the “Bankruptcy Code”), provided that the Plan is confirmed within 75 days of the Petition Date; (vi) conditionally waiving the requirement that the Debtors file schedules of assets and liabilities and statements of financial affairs (the “Schedules and Statements”), provided that the Plan is confirmed within 75 days of the Petition Date; and (vii) granting certain related relief. In support of this Motion, the Debtors submit the *Declaration of Michael Wyse in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtors respectfully represent:

GENERAL BACKGROUND

1. On October 9, 2018 (the “Petition Date”), the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a)

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases and no committees have been appointed or designated.

2. The Debtors have requested that the Chapter 11 Cases be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

3. The Debtors’ principal business is the manufacturing and sale, refurbishment, upgrade, and service of aircraft in the “very lite jet” market, and the research and development of new aircraft.

4. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the Chapter 11 Cases is set forth in the First Day Declaration, which is incorporated herein by reference and filed contemporaneously herewith.

THE DEBTORS’ PREPACKAGED PLAN

5. The Debtors commenced the Chapter 11 Cases to implement a prepackaged chapter 11 plan of reorganization—*i.e.*, the Plan.³ The Plan is the culmination of 18 months of negotiations between the Debtors and the Prepetition First Lien Lender, among others. The primary features of the Plan are as follows:

- The Prepetition First Lien Lender will receive 100 percent of the New Class A Common Stock and 100 percent of the New Preferred Stock of Reorganized ONE Aviation Corporation in full satisfaction of its claims against the Debtors arising under the First Lien Credit Agreement (defined below).
- If the class of Senior Secured Noteholder Claims votes to accept the Plan, holders of such Claims will receive a pro rata share of (a) shares of New Class

³ For additional information, please refer to the Plan and the Disclosure Statement filed concurrently herewith.

B Common Stock representing, in the aggregate, 3 percent of the total equity interests in Reorganized ONE Aviation as of the Effective Date, and (b) warrants to purchase, upon certain events and in the manner as described in the Plan, New Class B Common Stock representing, in the aggregate, an additional 3 percent of the total equity interests in Reorganized ONE Aviation. If the class of Senior Secured Noteholder Claims does not vote to accept the Plan, the holders of such Claims will not receive any distribution under the Plan on account of such claims.

- Reorganized ONE Aviation and the reorganized Other ONE Aviation Debtors will enter into a new senior secured asset-based revolving and term-loan facility;
- all General Unsecured Claims and all Claims arising on account of the Debtors' other prepetition funded-debt obligations (including the Senior Subordinated Secured Notes and, if a Liquidation Event occurs, Kestrel Secured Claims) will be discharged and extinguished, and the holders thereof will receive no recovery under the Plan on account of such Claims;
- if a Liquidation Event does not occur, Kestrel Secured Claims will be unimpaired under the Plan; and
- all existing Interests in ONE Aviation and Kestrel Aircraft Company, Inc. ("Kestrel") will be extinguished.

6. Currently, the Plan has support from the Prepetition First Lien Lender, the sole holder of First Lien Credit Agreement Claims, pursuant to the Restructuring Support Agreement, a copy of which is attached as an exhibit to the Disclosure Statement. The Prepetition First Lien Lender (as defined below) has voted to accept the Plan as the holder of the First Lien Credit Agreement Claims. The First Lien Credit Agreement Claims comprise one of two Classes that are entitled to vote to accept the Plan. Holders of Senior Subordinated Secured Note Claims are also entitled to vote to accept the Plan, and the Debtors are hopeful that they will obtain the acceptance of these creditors by the Voting Deadline (as defined below).

JURISDICTION AND VENUE

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the

District of Delaware dated as of February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The statutory and other bases for the relief requested herein are sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 1007, 2002, 3017, 3018, 3020, and 9006, and Local Rules 3017-1 and 9006-1.

RELIEF REQUESTED

9. By this Motion, the Debtors request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (a) scheduling the Combined Hearing, (b) establishing the Objection Deadline and approving certain related procedures, (c) conditionally approving the Solicitation Procedures, pending final approval through the proposed findings of fact, conclusions of law, and order confirming the Plan pursuant to section 1129 of the Bankruptcy Code (the “Confirmation Order”) at the Combined Hearing, (d) approving the form and manner of the Notice; (e) directing that the U.S. Trustee not convene the Creditors’ Meeting, provided that the Plan is confirmed within 75 days of the Petition Date, (f) conditionally waiving the requirement that the Debtors file the Schedules and Statements, provided that the Plan is confirmed within 75 days of the Petition Date, and (g) granting certain related relief.

10. The following table highlights the proposed key dates and deadlines relevant to the Solicitation Procedures and sets forth the Debtors’ proposed dates for, among other things, the mailing of the Notice, the Objection Deadline, and the Combined Hearing:

Event	Date⁴
Voting Record Date	October 9, 2018
Commencement of Solicitation	October 9, 2018
Petition Date	October 9, 2018
Mailing of Notice	October 12, 2018
Voting Deadline	October 31, 2018
Plan Supplement Deadline	November 6, 2018
Objection Deadline	November 9, 2018
Reply Deadline	November 13, 2018
Confirmation Order Deadline	November 13, 2018
Confirmation Brief Deadline	November 13, 2018
Combined Hearing	November 19, 2018

THE SOLICITATION PROCEDURES

11. The Debtors commenced the solicitation of votes on the Plan before the Petition Date in accordance with the following Solicitation Procedures and applicable provisions of the Bankruptcy Code and Bankruptcy Rules. Specifically, on October 9, 2018, the Debtors caused their solicitation agent, Epiq Corporate Restructuring, LLC (the “Solicitation Agent”)⁵ to distribute a solicitation package containing the Disclosure Statement, the Plan, and the Ballot (the “Solicitation Package”) to Citiking International US LLC, the first lien prepetition lender (the “Prepetition First Lien Lender”) and holder of Class 3 First Lien Credit Agreement Claims and to holders of Class 4 Senior Subordinated Secured Note Claims, which are the only Classes

⁴ Certain of the proposed dates are subject to the Court’s availability.

⁵ Concurrently herewith, the Debtors filed an application with the Court for authority to retain Epiq Corporate Restructuring, LLC (“Epiq”) as their claims and noticing agent pursuant to the *Debtors’ Application for Entry of an Order Authorizing and Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent, Effective as of the Petition Date*, and the Debtors will file a separate application with the Court for authority to retain as Solicitation Agent.

entitled to vote to accept or reject the Plan (the “Voting Classes”).⁶ The Ballots stated in clear and conspicuous language that the Prepetition First Lien Lender or that holders of Senior Subordinated Secured Note Claims, as applicable, must properly complete, execute, and deliver a Ballot to the Solicitation Agent by electronic mail so that the Ballot would be actually received by the Solicitation Agent no later than October 31, 2018 at 8:59 p.m. (prevailing Eastern Time) (the “Voting Deadline”).

12. After the expiration of the Voting Deadline, the Solicitation Agent will tabulate the Ballots submitted by the Voting Classes and file a declaration in support of the voting and tabulation of the Ballots cast (the “Voting Declaration”), which certifies the results and methodologies for tabulating the Ballot submitted by the Voting Classes. Thus far, the Debtors have received support for the Plan from 100 percent of the outstanding amount voted and 100 percent in number of First Lien Credit Agreement Claims.

BASIS FOR RELIEF

I. Scheduling the Combined Hearing

13. Bankruptcy Rules 2002(b) and 3017(a) require that 28 days’ notice be given by mail to all creditors and equity holders of the time fixed for filing objections to approval of a disclosure statement or confirmation of a plan of reorganization, subject to the Court’s discretion to shorten such period under Bankruptcy Rule 9006(c)(1). Section 1128(a) of the Bankruptcy Code provides that “[a]fter notice, the court shall hold a hearing on confirmation of a plan.” In addition, Bankruptcy Rule 3017(c) provides that “[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept

⁶ The Solicitation Agent did not distribute a Solicitation Package to any other Class of Claims or Interests because such Classes are: (a) unimpaired under, and conclusively presumed to accept, the Plan pursuant to section 1126(f) of the Bankruptcy Code; or (b) impaired, not entitled to receive any distribution on account of their Claims or Interests under the Plan, and therefore deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

or reject the plan and may fix a date for the hearing on confirmation.” Section 105(d)(2)(B)(vi) of the Bankruptcy Code provides that the Court may combine the hearing on approval of a disclosure statement with the hearing on confirmation of the related plan.

14. The Debtors request that the Court schedule a hearing to consider approval of the Disclosure Statement and confirmation of the Plan—*i.e.*, the Combined Hearing—on or about November 19, 2018, subject to the Court’s schedule. This request is consistent with applicable law and established practices for prepackaged cases in this District and will facilitate an expeditious reorganization consistent with the best interests of all stakeholders. The Debtors further request that the Court authorize the Debtors to adjourn the Combined Hearing from time to time without further notice other than an announcement of the adjourned date(s) in open court or at the Combined Hearing or an agenda for the same, with notice of such adjourned date(s) to be made available on the electronic case docket.

15. The Debtors have formulated, negotiated, solicited, and obtained one Voting Class’s unanimous approval of the Plan thus far and are working towards obtaining the other Voting Class’s acceptance of the Plan. Accordingly, a Combined Hearing in the Chapter 11 Cases will promote judicial economy and allow the Debtors to move swiftly toward consummation of the restructuring transactions embodied in the Plan. Proceeding on the Debtors’ proposed schedule will minimize any adverse effects of the chapter 11 filings on the Debtors’ business and reduce the Debtors’ administrative expenses in bankruptcy. Such benefits are the hallmarks of a prepackaged plan of reorganization. It is also appropriate to enter the Proposed Order at this time so that parties in interest may be promptly informed of the anticipated schedule of events in the Debtors’ case, including confirmation of the Plan.

16. The proposed schedule affords creditors, equity holders, and all other parties in interest ample notice of the commencement of the Chapter 11 Cases, the Objection Deadline, the Combined Hearing, and related dates and deadlines. Specifically, among other things, the proposed schedule affords at least 28 days' notice of the Objection Deadline and more than 35 days' notice of the proposed Combined Hearing. Further, the proposed schedule provides notice of the Debtors' deadline to file the Plan Supplement. It also includes a deadline for the Debtors to file a brief in support of the adequacy of the Disclosure Statement and confirmation of the Plan that will address, among other things, the requirements for confirmation under the provisions of the Bankruptcy Code and the Plan's satisfaction of those requirements (the "Confirmation Brief"). As a result, parties will have sufficient time to evaluate their rights in respect of the Plan before the Combined Hearing, and, accordingly, no party in interest will be prejudiced by the requested relief.

II. Objection Deadline and Related Procedures

17. Bankruptcy Rule 3017(a) authorizes the Court to fix a deadline for the filing of objections to the adequacy of the Disclosure Statement and confirmation of the Plan. Bankruptcy Rule 2002(b) requires that creditors receive at least 28 days' notice of the Objection Deadline. Under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." Moreover, Local Rule 9006-1 provides that (a) the deadline for objections shall be no later than seven days before the hearing date and (b) the deadline for filing reply papers shall be no later than 4:00 p.m. on the day before the deadline for filing the hearing agenda.

18. The Debtors request that the Court set November 9, 2018 at 4:00 p.m. (prevailing Eastern Time), as the Objection Deadline. Additionally, the Debtors request that the Court

require objections to the Disclosure Statement or confirmation of the Plan: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (d) be filed with the Court (contemporaneously with a proof of service) and served upon the notice parties so it is actually received on or before the Objection Deadline. The Debtors also request that the Court set November 13, 2018 as the deadline for: (x) the proponents of the Plan to file replies to any timely filed objections filed in respect of the Disclosure Statement or the Plan (the “Reply Deadline”); (y) the Debtors to file the Confirmation Order (the “Confirmation Order Deadline”); and (z) the Debtors to file the Confirmation Brief (the “Confirmation Brief Deadline”).

19. The Debtors believe that setting the Objection Deadline, the Reply Deadline, the Confirmation Order Deadline, and the Confirmation Brief Deadline as requested, and requiring that objecting parties satisfy the foregoing conditions, is warranted. First, the Debtors’ proposed schedule would provide entities at least 28 days’ notice of the Objection Deadline as required by Bankruptcy Rule 2002(b)(1) and comply with the requirements of Local Rules 9006-1 and 3017-1. Second, the requested relief will afford the Court, the Debtors and other parties in interest sufficient time to consider the objections prior to the Combined Hearing and address those objections through responsive briefs, modifications to the Plan, or otherwise. No party should require additional time.

III. Approval of the Disclosure Statement⁷

20. The Debtors will request approval of the Disclosure Statement at the Combined Hearing. Section 1125 of the Bankruptcy Code requires that a plan proponent provide “adequate information” regarding the proposed Plan to the Voting Classes. Section 1125(a)(1) of the Bankruptcy Code defines “adequate information” as:

[i]nformation of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

“Adequate information” is a flexible standard to be interpreted by the Court, in its discretion, based on the facts and circumstances of the particular case.⁸

21. The Disclosure Statement prepared by the Debtors and distributed to the Voting Classes contains comprehensive information with descriptions of, among other things: (a) the Plan; (b) the operation of the Debtors’ business; (c) key events leading to the commencement of the Chapter 11 Cases; (d) the Debtors’ prepetition capital structure; (e) the proposed restructuring transactions and capital structure of the Reorganized Debtors; (f) financial

⁷ The Debtors are not seeking approval of the Disclosure Statement under section 1125(b) of the Bankruptcy Code as part of the Proposed Order. Because the Disclosure Statement was delivered to holders in the Voting Classes prior to the Petition Date, no approval of the Disclosure Statement is required at this time. Instead, the Debtors will seek approval of the Disclosure Statement, including a finding that the Disclosure Statement contained “adequate information” as that term is used in section 1125 of the Bankruptcy Code, at the Combined Hearing. Nonetheless, the Debtors offer the following argument in support of approval of the Disclosure Statement and reserve the right to supplement this argument in the Confirmation Brief, to be filed on or before the Confirmation Brief Deadline.

⁸ H.R. Rep. 95-595, at 409 (1977), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6365 (“Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case”); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case.”).

information that would be relevant to each Voting Class's determination of whether to accept or reject the Plan; (g) risk factors regarding the Debtors and the Plan; and (h) federal tax law consequences of the Plan.

22. In sum, the Disclosure Statement provides the Voting Classes with ample information on which to base an informed decision regarding the Plan under the circumstances of this case. Accordingly, the Debtors will request at the Combined Hearing that the Court approve the Disclosure Statement as having met the requirements for "adequate information" under section 1125(a) of the Bankruptcy Code.

IV. Approval of the Solicitation Procedures

23. Bankruptcy Rule 3017(d) identifies the materials that must be provided to holders of claims and interests for the purpose of soliciting their votes to accept or reject a plan. Bankruptcy Rule 3017(e) provides that "the courts shall consider the procedures for transmitting the documents and information required by [Bankruptcy Rule 3017(d)] to beneficial holders of stock, bonds, debentures, notes and other securities [and] determine the adequacy of the procedures." As described herein, the Debtors commenced a prepetition solicitation of votes to accept the Plan by distributing the Solicitation Package—consisting of the Disclosure Statement, the Plan, and a Ballot—to the Prepetition First Lien Lender as the holder of Class 3 First Lien Credit Agreement Claims and to holders of Class 4 Senior Subordinated Secured Note Claims in the Voting Classes.

24. By this Motion, the Debtors request the Court's conditional approval of the Solicitation Procedures, including the Solicitation Package distributed to the Voting Classes in furtherance thereof. The Debtors will request final approval of the Solicitation Procedures through the Confirmation Order at the Combined Hearing. As set forth below, the Solicitation

Procedures implemented by the Debtors comply with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules and should, therefore, be conditionally approved.

A. Approval of the Voting Record Date

25. Bankruptcy Rule 3018(b) provides that, in a prepetition solicitation, the holders of record of the applicable claims against and interests in a debtor entitled to receive ballots and related solicitation materials are to be determined “on the date specified in the solicitation.” The Disclosure Statement and the Ballots clearly identify October 9, 2018—*i.e.*, the Voting Record Date—as the date for determining which holders of Claims in the Voting Classes were entitled to vote to accept or reject the Plan.

B. Approval of the Voting Deadline

26. Bankruptcy Rule 3018(b) provides that prepetition acceptances and rejections of a plan are valid only if the plan was transmitted to substantially all the holders of claims or interests in the same voting class and the time for voting was not “unreasonably short.” The Solicitation Package was distributed to the Prepetition First Lien Lender and to holders of Class 4 Senior Subordinated Secured Note Claims in the Voting Classes, on October 9, 2018. As clearly stated in the Disclosure Statement and the Ballot, the Voting Deadline is at 8:59 p.m. on October 31, 2018.

27. As noted above, the Voting Classes under the Plan consist of (i) holders of First Lien Credit Agreement Claims, namely, the Prepetition First Lien Lender, who negotiated the Plan directly with the Debtors leading up to the Petition Date and (ii) holders of Senior Subordinated Secured Note Claims who became aware of the material terms of the Plan prepetition. Consequently, the time period between the distribution of the Solicitation Package and the occurrence of the Voting Deadline (*i.e.*, 22 days later) is reasonable under the circumstances.

Moreover, the Prepetition First Lien Lender timely submitted the Ballot accepting the Plan, thereby demonstrating the sufficiency of the time for voting. For these reasons, the time for voting is reasonable and sufficient for holders of Claims in the Voting Classes to make an informed decision to accept or reject the Plan.

C. Approval of Form of Ballot

28. Bankruptcy Rule 3017(d) requires the Debtors to transmit a form of Ballot, which substantially conforms to Official Form No. 314, only to “creditors and equity security holders entitled to vote on the plan.” Bankruptcy Rule 3018(c) provides that “[a]n acceptance or rejection shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity holder or an authorized agent, and conform to the appropriate Official Form.” Here, the Debtors caused the transmittal of the Ballot only to (i) the Prepetition First Lien Lender and (ii) holders of Class 4 Senior Subordinated Secured Note Claims. The form Ballots are based on Official Form No. 314, as modified to address the particular circumstances of the Chapter 11 Cases and to include certain information relevant for holders of Claims in the Voting Classes. The form Ballots used in the Debtors’ prepetition solicitation are attached hereto as **Exhibit B** and **Exhibit C**, respectively.

D. Approval of Tabulation Procedures

29. The Debtors employ standard procedures in tabulating votes of submitted by holders of Claims in the Voting Classes. These procedures are consistent with section 1126(c) of the Bankruptcy Code and Bankruptcy Rule 3018(a). These tabulation procedures also are consistent with the procedures routinely approved by courts in this District.

30. The Solicitation Package described how the Solicitation Agent would tabulate the votes set forth on the Ballots (the “Tabulation Procedures”). The Tabulation Procedures provide,

among other things, as follows: (a) a Ballot that was incomplete or illegible, indicated unclear or inconsistent votes, or that was improperly signed and returned would not be counted, unless the Debtors determine otherwise; (b) a Ballot received after the Voting Deadline would not be counted, unless the Debtors determine otherwise; (c) delivery of the Ballot to the Solicitation Agent occurs only when the Solicitation Agent receives the Ballot via electronic mail; (d) a properly completed Ballot timely submitted by a holder of a Claim in a Voting Class would supersede and revoke any prior Ballot(s) submitted by such Holder; (e) any Ballot submitted by a Holder that attempted to partially accept and partially reject the Plan would not be counted; (f) the Solicitation Agent was directed to aggregate each holder's Claims in a Voting Class; and (g) a Ballot would not be deemed to be a Proof of Claim or Interest or an assertion of a Claim or Interest in any chapter 11 cases subsequently filed by the Debtors. The Debtors submit that these Tabulation Procedures are appropriate and reasonable under the circumstances of the Chapter 11 Cases and should be approved.

E. Non-Solicitation of the Non-Voting Classes

31. Certain holders of Claims and Interests were not provided a Solicitation Package because such holders are: (a) unimpaired under, and conclusively presumed to accept, the Plan pursuant to section 1126(f) of the Bankruptcy Code (collectively, the "Non-Voting Unimpaired Classes"); or (b) impaired, entitled to receive no distribution on account of such Claims or Interests under the Plan, and therefore, deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code (collectively, the "Non-Voting Impaired Classes" and, together with the Non-Voting Unimpaired Classes, the "Non-Voting Classes").

32. The Debtors are requesting a waiver of the requirement that they mail copies of the Plan and the Disclosure Statement to the Non-Voting Classes.⁹ The Debtors submit that Bankruptcy Rule 3017(d) does not apply here because the Debtors solicited acceptances and rejections of the Plan on a prepetition basis, and, thus, there is no disclosure statement that was “approved by the court” to transmit. Alternatively, the Court should order that the Debtors are not required to provide those materials to the Non-Voting Classes as it would be a significant and unnecessary administrative burden on the Debtors to transmit the Disclosure Statement and Plan to such Non-Voting Classes.

33. In lieu of furnishing holders in each of the Non-Voting Classes with a copy of the Plan and Disclosure Statement, the Debtors propose to send the Notice to such holders. The Notice sets forth, among other things, a summary of the Plan and the treatment of such holders’ Claims or Interests in the Debtors, as well as the manner in which a copy of the Plan and the Disclosure Statement may be obtained. In addition, the Debtors have posted the Disclosure Statement and the Plan, and will post the Plan Supplement when available, on the website of the Solicitation Agent, at <http://dm.epiq11.com/ONEAviation>, which is available free of charge.

34. The Solicitation Procedures undertaken by the Debtors and described herein with respect to the Non-Voting Classes comply with the Bankruptcy Code and should be approved. Accordingly, the Debtors request that the Court approve the Solicitation Procedures with respect to the Non-Voting Classes.

⁹ See Fed. R. Bankr. P. 3017(d) (requiring transmission of court-approved disclosure statement to, *inter alia*, classes of unimpaired creditors and equity security holders).

F. Compliance with Non-Bankruptcy Securities Laws Applicable to Prepetition Solicitation

35. Section 1126(b) of the Bankruptcy Code expressly permits the Debtors to solicit prepetition votes from the Voting Classes without a Court-approved Disclosure Statement if the solicitation complies with applicable non-bankruptcy laws—including generally applicable federal and state securities laws or regulations—or, if no such laws exist, the solicited holders receive “adequate information” within the meaning of section 1125(a) of the Bankruptcy Code.

36. The Debtors are relying on section 4(a)(2) of the Securities Act, and any applicable Blue Sky Laws provisions, to exempt from registration under the Securities Act and Blue Sky Laws the offer to the Voting Classes of Plan Securities prior to the Petition Date, including, without limitation, in connection with the solicitation. Therefore, the requirements of section 1126(b)(1) of the Bankruptcy Code are inapplicable to the Debtors’ prepetition solicitation. Accordingly, the Debtors submit that the Solicitation Procedures satisfy section 1126(b)(2) of the Bankruptcy Code because all holders in the Voting Classes received “adequate information” as that term is used in section 1125(a) of the Bankruptcy Code and, accordingly, the Solicitation Procedures should be approved.

V. Approval of Form and Manner of Service of the Notice

37. As noted above, the Debtors are required to provide holders of Claims and Interests at least 28 days’ notice of the Objection Deadline pursuant to Bankruptcy Rules 2002(b) and 2002(d). Bankruptcy Rule 2002(f)(1) provides that notice of “the order for relief” shall be sent by mail to all creditors. Bankruptcy Rule 2002(d) similarly provides that, unless otherwise ordered by the court, notice of the “order for relief” shall be given to all of the Debtors’ equity security holders.

38. The Debtors propose to mail (or cause to be mailed) the Notice, substantially in the form annexed as **Exhibit 1** to the Proposed Order, to all known holders of Claims and Interests, setting forth, among other things: (a) notice of commencement of the Chapter 11 Cases; (b) the date, time, and place of the Combined Hearing; (c) instructions for obtaining copies of the Disclosure Statement and the Plan; and (d) the Objection Deadline and procedures for filing objections to the adequacy of the Disclosure Statement and/or confirmation of the Plan.

39. To provide additional resources and copies of pertinent filings to parties in interest in this case, the Debtors will post to the Solicitation Agent's website various chapter 11 documents, including, among other filings, the following: (a) the Plan; (b) the Disclosure Statement; (c) this Motion and any orders entered in connection with this Motion; (d) the Plan Supplement, when available; and (e) the Notice. The proposed service of the Notice will provide sufficient notice to all parties in interest in the Chapter 11 Cases of the commencement of the case, the date, time, and place of the Combined Hearing, and the procedures for objecting to the adequacy of the Disclosure Statement or the confirmation of the Plan.

VI. Conditional Waiver of Requirement for the Creditors' Meeting, the Schedules and Statements

40. The Debtors submit that the circumstances of the Chapter 11 Cases merit a conditional waiver of the requirements that the U.S. Trustee convene the Creditors' Meeting and that the Debtors file the Schedules and Statements. This relief is appropriate under the circumstances, because the Debtors anticipate obtaining approval of the Disclosure Statement and entry of the Confirmation Order within 40 days hereof.

A. Creditors' Meeting

41. Although section 341(a) of the Bankruptcy Code typically requires the U.S. Trustee to convene and preside over the Creditors' Meeting, the Court can waive such a requirement "for cause." Specifically, section 341(e) of the Bankruptcy Code provides:

Notwithstanding subsections (a) and (b), the court, on the request of a party in interest and after notice and a hearing, for cause may order that the United States trustee not convene a meeting of creditors or equity security holders if the debtor has filed a plan as to which the debtor solicited acceptances prior to the commencement of the case.

As discussed above, the Debtors solicited acceptances of the Plan before the Petition Date and received acceptances from the requisite number of creditors and amount of claims in the Class 3. The Debtors are hopeful they can obtain requisite number of creditors and amount of claims in Class 4—the only other Voting Class—by the Voting Deadline. The Debtors also intend to obtain entry of the Confirmation Order within 40 days after the Petition Date. Accordingly, the Debtors request that the requirement to convene the Creditors' Meeting contemplated by section 341 of the Bankruptcy Code be waived, provided that the Debtors obtain entry of the Confirmation Order on or before December 23, 2018.

B. Schedules and Statements

42. The Debtors also request that the time for filing the Schedules and Statements be extended until December 23, 2018, and be waived in the event the Plan is confirmed on or prior to that date. Section 521 of the Bankruptcy Code requires a debtor to file the Schedules and Statements unless the court orders otherwise. Pursuant to Bankruptcy Rule 1007(c), the Court has authority to grant an extension "for cause" beyond the 14-day time period allotted to file the Schedules and Statements. Extensions for cause merely require that a debtor "demonstrate some

justification for the issuance of the order,” and “normally will be granted in the absence of bad faith or prejudice to the adverse party.”¹⁰

43. Here, cause exists to extend the deadline because requiring the Debtors to file the Schedules and Statements during the first 14 days of the cases would distract the Debtors’ management and advisors from the work of ensuring a smooth transition into chapter 11 and achieving expedited confirmation of the Plan. Given the accelerated confirmation timeline in the Chapter 11 Cases, the Schedules and Statements would also be of limited utility to most parties in interest; the Debtors have already solicited acceptances of the Plan from the holders of Claims in the Voting Classes. The minimal benefit of requiring the Debtors to prepare the Schedules and Statements following the Petition Date will be significantly outweighed by the substantial expenditure of time and resources the Debtors will be required to devote to the preparation and filing of these documents. For these reasons, the Court should only potentially require the Debtors to file the Schedules and Statements if the Plan is not confirmed on or before December 23, 2018. Courts in this District have frequently waived the requirements for a debtor to file Schedules and Statements and for the U.S. Trustee to convene a Creditors’ Meeting in other prepackaged chapter 11 cases.¹¹ For the reasons discussed above, similar relief is appropriate in this case as well.

44. Accordingly, the Debtors request that the Proposed Order provide that:

¹⁰ See, e.g., *Bryant v. Smith*, 165 B.R. 176, 182 (W.D. Va. 1994) (discussing the standard for granting extension under Bankruptcy Rule 1007) (citations omitted).

¹¹ See, e.g., *In re Remington Outdoor Co., Inc.*, No. 18-10684 (BLS) (Bankr. D. Del. May 4, 2018); *In re HCR ManorCare, Inc.*, No. 18-10467 (KG) (Bankr. D. Del. Apr. 13, 2018); *In re Orchard Acquisition Co.*, No. 17-12914 (KG) (Bankr. D. Del. Dec. 13, 2017); *In re Key Energy Servs., Inc.*, No. 16-12306 (BLS) (Bankr. D. Del. Oct. 25, 2016); *In re Halcon Res. Corp.*, No. 16-11724 (BLS) (Bankr. D. Del. Jul. 29, 2016); *In re RCS Capital Corp.*, Case No. 16-10223 (MFW) (Bankr. D. Del. Mar. 29, 2016); *In re Offshore Grp. Inv. Ltd.*, No. 15-12422 (BLS) (Bankr. D. Del. Dec. 4, 2015).

- (a) the Creditors' Meeting shall not be scheduled by the U.S. Trustee before December 23, 2018, which is approximately 75 days from the Petition Date;
- (b) the time for filing the Schedules and Statements be extended until the same date; and
- (c) if the Plan is confirmed on or before December 23, 2018, the Creditors' Meeting will be waived and the Debtors will be excused from filing the Schedules and Statements, in each case without further order of the Court.

45. The Debtors reserve the right to supplement this Motion and requests that the requested relief be granted without prejudice to the Debtors' ability to seek further extension or modification of the requirements to file the Schedules and Statements and for the U.S. Trustee to convene the Creditors' Meeting. The Debtors also request that the Court authorize the Debtors to further extend the deadline to file the Schedules and Statements and convene a Creditors' Meeting without filing a supplemental motion, and without further order from the Court, provided that the Debtors obtain the advance consent of the U.S. Trustee.

NOTICE

46. Notice of the Motion will be provided to the following entities, or their counsel, if known: (i) the U.S. Trustee; (ii) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (iii) the Debtors' prepetition lenders; (iv) the Prepetition First Lien Lender; and (v) any party that requests service pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, respectively, granting the relief requested herein and granting such other relief as is just and proper.

Dated: October 10, 2018
Wilmington, Delaware

/s/ Jaime Luton Chapman

Robert S. Brady (No. 2847)

M. Blake Cleary (No. 3614)

Sean M. Beach (No. 4070)

Jaime L. Chapman (No. 4936)

Jordan E. Sazant (No. 6515)

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

- and -

Chris L. Dickerson (*pro hac vice* admission pending)

Brendan M. Gage (*pro hac vice* admission pending)

Nathan S. Gimpel (*pro hac vice* admission pending)

PAUL HASTINGS LLP

71 South Wacker Drive, Suite 4500

Chicago, Illinois 60606

Telephone: (312) 499-6000

Facsimile: (312) 499-6100

- and -

Todd M. Schwartz (*pro hac vice* admission pending)

PAUL HASTINGS LLP

1117 S. California Avenue

Palo Alto, California 94304

Telephone: (650) 320-1800

Facsimile: (650) 320-1900

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
 :
In re: : **Chapter 11**
 :
ONE AVIATION CORPORATION, et al., : **Case No. 18-12309 (____)**
 :
Debtors.¹ : **Jointly Administered**
 :
 : **RE: Docket No. __**
 :
 -----X

ORDER (I) SCHEDULING COMBINED DISCLOSURE STATEMENT APPROVAL AND PLAN CONFIRMATION HEARING; (II) ESTABLISHING THE PLAN AND DISCLOSURE STATEMENT OBJECTION DEADLINE AND RELATED PROCEDURES; (III) APPROVING THE SOLICITATION PROCEDURES; (IV) APPROVING THE FORM AND MANNER OF NOTICE; (V) DIRECTING THAT A MEETING OF CREDITORS NOT BE CONVENED; AND (VI) CONDITIONALLY WAIVING REQUIREMENT OF FILING SCHEDULES AND STATEMENTS

Upon the motion (the “Motion”)² of ONE Aviation Corporation and its affiliated debtors as debtors in possession in the above-captioned cases (collectively, the “Debtors”) for the entry of an order (this “Order”) (i) scheduling the Combined Hearing on the adequacy of the Disclosure Statement and confirmation of the Plan; (ii) establishing the Objection Deadline and approving certain related procedures; (iii) conditionally approving the Solicitation Procedures; (iv) approving the form and manner of the Notice; (v) directing that the U.S. Trustee not convene the Creditors’ Meeting if the Plan is confirmed within 75 days of the Petition Date; and (vi) conditionally waiving the requirement that the Debtors file the Schedules and Statements,

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are: ONE Aviation Corporation (9649); ACC Manufacturing, Inc. (1364); Aircraft Design Company (1364); Brigadoon Aircraft Maintenance, LLC (9000); DR Management, LLC (8703); Eclipse Aerospace, Inc. (9000); Innovatus Holding Company (9129); Kestrel Aircraft Company, Inc. (2053); Kestrel Brunswick Corporation (6741); Kestrel Manufacturing, LLC (1810); Kestrel Tooling Company (9439); and OAC Management, Inc. (9986). The Debtors’ corporate headquarters is located at 3250 Spirit Drive SE, Albuquerque, NM 87106.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

and granting certain related relief; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and the opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having determined 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 HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED as set forth herein.
2. The Combined Hearing (at which time this Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan) shall be held before this Court on November 19, 2018 at __:__ a.m. / p.m. (prevailing Eastern Time). The Combined Hearing may be continued from time to time by this Court without further notice other than adjournments announced in open court or in the filing of a notice or a hearing agenda in the Chapter 11 Cases, and notice of such adjourned date(s) will be available on the electronic case docket.
3. The schedule set forth below relating to confirmation of the Plan is hereby approved in its entirety, and this Court hereby finds the following schedule of events is consistent with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules:

Event	Date
Voting Record Date	October 9, 2018
Commencement of Solicitation	October 9, 2018
Petition Date	October 9, 2018
Mailing of Notice	October 12, 2018
Voting Deadline	October 31, 2018
Plan Supplement Deadline	November 6, 2018
Objection Deadline	November 9, 2018
Reply Deadline	November 13, 2018
Confirmation Order Deadline	November 13, 2018
Confirmation Brief Deadline	November 13, 2018
Combined Hearing	November 19, 2018

4. The Debtors are authorized to combine the notice of the Combined Hearing and the Objection Deadlines (and related procedures) with the notice of commencement of the Chapter 11 Cases.

5. The Debtors shall file with this Court the Plan Supplement on or before November 6, 2018.

6. Any responses or objections to the adequacy of the Disclosure Statement or confirmation of the Plan must: (a) be in writing, (b) conform to the applicable Bankruptcy Rules, the Local Rules, and any orders of this Court; (c) state, with particularity, the legal and factual basis for the objection, and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with this Court, together with a proof of service, no later than **4:00 p.m. (prevailing Eastern Time) on November 9, 2018** (the "Objection Deadline"). In addition to being filed with this Court, any such response or objection must also be served on the notice parties by the Objection Deadline. **Any objections**

not timely filed and served in the manner set forth in this Order may, in this Court's discretion, not be considered and may be overruled.

7. The Debtors shall, on or before November 13, 2018, file with this Court (a) any replies in support of the Disclosure Statement or the Plan, (b) the Confirmation Order, and (c) the Confirmation Brief.

8. The Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Package as set forth in the Motion in soliciting acceptances and rejections of the Plan are conditionally determined to satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and are conditionally approved pending final approval through the Confirmation Order at the Combined Hearing.

9. The Ballots, in substantially the form attached to the Motion as **Exhibit B** and **Exhibit C**, respectively, are conditionally approved pending final approval through the Confirmation Order at the Combined Hearing.

10. The Tabulation Procedures used for the tabulation of votes to accept or reject the Plan as set forth in the Motion and as described in the Solicitation Package are conditionally approved pending final approval through the Confirmation Order at the Combined Hearing.

11. The Solicitation Procedures utilized by the Debtors with respect to the Non-Voting Classes as set forth in the Motion are conditionally determined to satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and are conditionally approved, pending final approval through the Confirmation Order at the Combined Hearing.

12. The Debtors are authorized to mail the Notice to the Non-Voting Classes, in accordance with the terms of this Order, in lieu of sending such Non-Voting Classes copies of

the Disclosure Statement and the Plan and, except to the extent necessary to comply with Local Rule 3017-1(c), the requirements under the Bankruptcy Rules or the Local Rules, including Bankruptcy Rule 3017(d), to transmit copies of the Disclosure Statement and Plan to Non-Voting Classes are hereby waived with respect to such Non-Voting Classes.

13. Notice of the Combined Hearing as proposed in the Motion and the form of Notice, substantially in the form attached hereto as **Exhibit 1**, shall be deemed good and sufficient notice of the Combined Hearing and no further notice need be given. The Debtors shall cause the Solicitation Agent to mail a copy of the Notice to the parties set forth in the Motion no later than October 12, 2018, or as soon as reasonably possible, provided that the Notice shall be made no later than the date that is 28 days prior to the Objection Deadline. The notice procedures set forth in this paragraph constitute good and sufficient notice of the commencement of the Chapter 11 Cases, the Combined Hearing, the Objection Deadline, and procedures for objecting to the adequacy of the Disclosure Statement and confirmation of the Plan.

14. The Creditors' Meeting shall be waived unless the Plan is not confirmed on or before December 23, 2018, without prejudice to the Debtors' right to request further extension thereof.

15. Cause exists to extend the time by which the Debtors must file the Schedules and Statements until December 23, 2018, without prejudice to the Debtors' right to request further extensions thereof. If the Plan is confirmed by this Court on or before December 23, 2018, the requirement to file the Schedules and Statements in the Chapter 11 Cases shall be waived without the requirement of any further action by the Debtors.

16. The Debtors are authorized and empowered to take all actions necessary or appropriate to effectuate the relief granted in this Order.

17. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation, implementation, and enforcement of this Order.

Dated: _____, 2018
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Proposed Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
:
In re: : **Chapter 11**
:
ONE AVIATION CORPORATION, et al., : **Case No. 18-12309 (____)**
:
Debtors.¹ : **Jointly Administered**
-----X

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT, IF CONFIRMED, THE PLAN CONTEMPLATES THAT ALL EQUITY INTERESTS IN ONE AVIATION, INC. AND KESTREL AIRCRAFT COMPANY, INC. (INCLUDING IN EACH CASE ANY SUCH ISSUED AND OUTSTANDING COMMON STOCK, PREFERRED STOCK, LIMITED LIABILITY COMPANY INTEREST, PARTNERSHIP INTEREST, OR ANY OTHER INSTRUMENT EVIDENCING AN OWNERSHIP INTEREST IN THE DEBTORS PRIOR TO THE EFFECTIVE DATE) SHALL BE CANCELED ON THE EFFECTIVE DATE AND HOLDERS THEREOF SHALL RECEIVE NO RECOVERY.

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

NOTICE OF (I) COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASE, (II) COMBINED HEARING ON DISCLOSURE STATEMENT APPROVAL, PLAN CONFIRMATION, AND RELATED MATTERS, (III) OBJECTION DEADLINE AND RELATED PROCEDURES, AND (IV) SUMMARY OF THE PLAN OF REORGANIZATION

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are: ONE Aviation Corporation (9649); ACC Manufacturing, Inc. (1364); Aircraft Design Company (1364); Brigadoon Aircraft Maintenance, LLC (9000); DR Management, LLC (8703); Eclipse Aerospace, Inc. (9000); Innovatus Holding Company (9129); Kestrel Aircraft Company, Inc. (2053); Kestrel Brunswick Corporation (6741); Kestrel Manufacturing, LLC (1810); Kestrel Tooling Company (9439); and OAC Management, Inc. (9986). The Debtors’ corporate headquarters is located at 3250 Spirit Drive SE, Albuquerque, NM 87106.

NOTICE IS HEREBY GIVEN as follows:

On October 9, 2018, (the “Petition Date”), ONE Aviation, Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Joint Prepackaged Plan of Reorganization for One Aviation, Inc. and its Debtor Affiliates* (the “Plan”) and a proposed *Disclosure Statement for the Joint Prepackaged Plan of Reorganization for One Aviation, Inc. and its Debtor Affiliates* (the “Disclosure Statement”) pursuant to sections 1125 and 1126(b) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”). Copies of the Plan and the Disclosure Statement may be obtained free of charge upon request of the Debtors’ solicitation agent, Epiq Corporate Restructuring, LLC, by calling (646) 282-2500 or (866) 897-6433 (toll free), or sending an electronic mail message to tabulation@epiqsystems.com with “ONE Aviation” in the subject line, and are on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m. (prevailing Eastern Time). The Plan and the Disclosure Statement also are available for inspection on the Court’s website at www.deb.uscourts.gov or free of charge on the Debtors’ restructuring website at <http://dm.epiq11.com/ONEAviation>.

The Plan is a “prepackaged” plan of reorganization agreed to by the Debtors and the parties to the Restructuring Support Agreement,² a copy of which is attached to the Disclosure Statement as Exhibit B. The primary features of the Plan are as follows:

- On the Effective Date, each holder of an Allowed First Lien Credit Agreement Claim shall receive, in full and final satisfaction of its Allowed First Lien Credit Agreement Claim (not otherwise being satisfied through the New ABL / Term Loan Facility), its pro rata share of (i) 100 percent of the New Class A Common Stock, subject to potential dilution by the Employee Incentive Plan, and (ii) 100 percent of the New Preferred Stock;
- Except to the extent that a holder of a Senior Subordinated Secured Note Claim agrees to a less favorable classification or treatment, each holder of an Allowed Senior Subordinated Secured Note Claim shall, in the sole discretion of the Reorganized Debtors, receive on the Effective Date (or as promptly thereafter as reasonably practicable) in full and final satisfaction of its Allowed Senior Subordinated Secured Note Claim:
 - i. if Class 4 votes to accept the Plan, its pro rata of the Senior Subordinated Secured Note Claims Distribution; or

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. To the extent there is a discrepancy between the terms set forth herein and the terms of the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

ii. if Class 4 does not vote to accept the Plan, no distribution under this Plan on account of such Claim.

- Reorganized ONE Aviation and the reorganized Other ONE Aviation Debtors will enter into a new senior secured asset-based revolving and term-loan facility;
- all General Unsecured Claims and all Claims arising on account of the Debtors' other prepetition funded-debt obligations (including the Senior Subordinated Secured Notes and, if a Liquidation Event occurs, Kestrel Secured Claims) will be discharged and extinguished, and the holders thereof will receive no recovery under the Plan on account of such Claims;
- if a Liquidation Event does not occur, Kestrel Secured Claims will be unimpaired under the Plan; and
- all existing Interests in ONE Aviation and Kestrel Aircraft Company, Inc. ("Kestrel") will be extinguished.

Holders of the First Lien Credit Agreement Claims, one of two Classes of Creditors entitled to vote on the Plan, voted to accept the Plan. Holders of Senior Subordinated Secured Note Claims, the other Class of Creditors entitled to vote on the Plan, have until October 31, 2018 at 8:59 p.m. (prevailing Eastern Time) to vote to accept the Plan. The Debtors believe that any valid alternative to Confirmation of the Plan could result in significant delays, litigation, and additional costs, and, ultimately, would jeopardize recoveries for holders of Allowed Claims.

Objections to the Plan or Disclosure Statement

Any objections (each, an "Objection") to the Plan or the Disclosure Statement—*including any Objections related to the assumption or rejection of any Executory Contract of the Debtors pursuant to the Plan*—must: (i) be in writing; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; and (iii) state, with particularity, the legal and factual basis for the objection, and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such Objection. The Debtors believe no cure obligations are due in connection with the Executory Contracts to be assumed by the Plan, and any contract counterparty proposing otherwise must file an Objection by the Objection deadline or be forever barred from asserting such cure obligation absent further Court Order.

Objections must be filed with the Court and served upon the following parties (collectively, the "Notice Parties") no later than **4:00 p.m. (prevailing Eastern Time) on _____, ____2018**: (i) the Debtors, 3520 Spirit Drive SE, Albuquerque, New Mexico, Attn: Michael Wyse; (ii) proposed co-counsel for the Debtors, Paul Hastings LLP, 71 South Wacker Drive, Suite 4500, Chicago, Illinois 60606, Attn: Chris L. Dickerson (chrisdickerson@paulhastings.com) and Nathan S. Gimpel (nathangimpel@paulhastings.com), and Paul Hastings LLP, 1117 South California Avenue, Palo Alto, California 94304, Attn: Todd M. Schwartz (toddschwartz@paulhastings.com); (iii) proposed co-counsel for the Debtors,

Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: M. Blake Cleary (mcleary@ycst.com) and Sean M. Beach (sbeach@ycst.com); (iv) counsel to the Prepetition First Lien Lender, Emmet, Marvin & Martin LLP, 120 Broadway, 32nd Floor, New York, New York 10271, Attn: Thomas A. Pitta (tpitta@emmetmarvin.com); (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey (linda.casey@usdoj.gov); and (vi) those parties who have filed a notice of appearance in the Chapter 11 Cases.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE COURT.

Hearing on Confirmation of the Plan, the Adequacy of the Disclosure Statement, and Related Matters

The hearing (the “Combined Hearing”) will be held before the Honorable _____, United States Bankruptcy Judge, ___ floor, in Courtroom ___ of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware, 19801, on __, 2018, at _____:___ __m. (**prevailing Eastern Time**) to consider the adequacy of the Disclosure Statement, Confirmation of the Plan, any Objections to any of the foregoing, and any other matter that may properly come before the Court. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment or hearing agenda filed with the Court.

Summary of Plan Treatment and Expected Recoveries

The following chart summarizes the treatment provided by the Plan to each class of Claims and Interests in the Debtors, and indicates the voting status of each class.

Class	Claim or Interest	Voting Rights	Treatment
1	Other Priority Claims	Not Entitled to Vote / Presumed to Accept	Paid in full in Cash/Reinstated/ Unimpaired
2	Other Secured Claims	Not Entitled to Vote / Presumed to Accept	Paid in full in Cash/Reinstated/ Collateral Returned/ Unimpaired
3	First Lien Credit Agreement Claims	Entitled to Vote	New Common Stock and New Preferred Stock
4	Senior Subordinated Secured Note Claims	Entitled to Vote	Secured Note Holder Distribution or Extinguished with No Recovery
5	Kestrel Secured Claims	Not Entitled to Vote / Presumed to Accept	If Liquidation Event— Impaired/Extinguished with No Recovery If no Liquidation Event—Paid in full in Cash/Reinstated/ Collateral

			Returned/Unimpaired
6	General Unsecured Claims	Not Entitled to Vote / Presumed to Accept	Impaired/Extinguished with No Recovery
7	Intercompany Claims	Not Entitled to Vote / Presumed to Accept / Deemed to Reject	Impaired/Extinguished with No Recovery or Paid in full in Cash/Reinstated/ Unimpaired
8-A	Interests in ONE Aviation	Not Entitled to Vote / Deemed to Reject	Impaired/Extinguished with No Recovery
8-B	Interests in Other ONE Aviation Debtors	Not Entitled to Vote / Presumed to Accept	Paid in full in Cash/Reinstated/ Unimpaired
8-C	Interests in Kestrel	Not Entitled to Vote / Deemed to Reject	Impaired/Extinguished with No Recovery
8-D	Interests in Other Kestrel Debtors	Not Entitled to Vote / Presumed to Accept	Reinstated/ Unimpaired
9	Section 510(b) Claims	Not Entitled to Vote / Deemed to Reject	Impaired/Extinguished with No Recovery

Discharge, Injunctions, Exculpation, and Release

Please be advised that the Plan contains certain discharge, release, exculpation, and injunction provisions as follows:³

A. Relevant Definitions

***“Debtor Release”* means the releases set forth in Section 9.3 of the Plan.**

***“Exculpated Parties”* means collectively, in each case in its capacity as such: (a) the Debtors, (b) the Reorganized Debtors, and (c) with respect to each of the foregoing entities in clauses (a) through (b), such entity and its current and former affiliates, and such entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.**

***“Released Parties”* means, collectively, in each case in its capacity as such: (a) the DIP Lender; (b) the Prepetition Agent; (c) the Prepetition First Lien Lender; (d) the Supporting Secured Noteholders; (e) the New ABL / Term Loan Lenders; and (f) with**

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights.

respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (a) through (e), such entity and its current and former affiliates, and such entities' and their current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

“Releasing Parties” means, collectively, in each case in its capacity as such: (a) the DIP Lender; (b) the Prepetition First Lien Lender; (c) the Supporting Secured Noteholders; (d) the New ABL / Term Loan Lenders; (e) each holder of a Claim entitled to vote to accept or reject the Plan that (i) votes to accept the Plan or (ii) either (A) votes to reject the Plan or (B) does not vote to accept or reject the Plan, but in either case does not affirmatively elect to “opt out” of being a Releasing Party by timely objecting to the Plan’s third-party release provisions; (f) each holder of a Claim or Interest that is Unimpaired and presumed to accept the Plan; (g) each holder of a Claim or Interest that is deemed to reject the Plan that does not affirmatively elect to “opt out” of being a Releasing Party by timely objecting to the Plan’s third-party release provisions; and (h) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (a) through (g), such entity and its current and former affiliates, and such entities' and their current and former affiliates' current and former directors, managers, officers, equity holders, (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

“Third-Party Release” means the releases set forth in Section 9.4 of the Plan.

B. Discharge of Claims and Termination of Interests

Except as otherwise provided in the Plan or in the Confirmation Order including with respect to any Claims that are Reinstated under the Plan, all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims and Interests of any nature whatsoever, whether known or unknown, against the Debtors or their Estates, assets, properties or interest in property, and regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests. On the Effective Date, except for Reinstated Claims, the Debtors shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims and Interests, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, General Unsecured Claims, and Interests in the Debtors.

C. Discharge Injunction

As of the Effective Date, except as otherwise expressly provided in the Plan or the Confirmation Order, all Entities (other than holders of Reinstated Claims solely in their capacities as such) shall be precluded from asserting against the Debtors or the Reorganized Debtors and their respective assets and property or the Estates, any other or further Claims (other than those Reinstated under the Plan), or any other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities of any nature whatsoever, relating to the Debtors or Reorganized Debtors or any of their respective assets and property or the Estates, based upon any act, omission, transaction or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall constitute a judicial determination, as of the Effective Date, of the discharge of all non-Reinstated Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void and extinguish any judgment obtained against the Debtors, the Reorganized Debtors, or their respective assets, property and Estates at any time, to the extent such judgment is related to a discharged Claim, debt or liability. Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold Claims or Interests that arose prior to the Effective Date 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 a Section 510(b) Claim) against or Interest in the Reorganized Debtors or property of the Reorganized 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 Reorganized Debtors or property of the Reorganized 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 Reorganized Debtors or against the property or interests in property of the Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan or (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Reorganized Debtors or against the property or interests in property of the Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Reorganized Debtors and their respective properties and interest in properties. For the avoidance of doubt, the provisions of Section 9.2.2 of the Plan shall not apply with respect to Claims that are Reinstated under the Plan, including, without limitation, the First Lien Credit Agreement Claims.

D. Releases by the Debtors

As of the Effective Date, each Released Party will be deemed released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of

action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, or their Estates or 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 against, or interest in, the Debtors or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized 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 the Debtors and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the DIP Credit Agreement, the Plan, the Restructuring Support Agreement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Credit Agreement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, 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 a Released Party's willful misconduct or intentional fraud as determined by a final order of the Bankruptcy Court; *provided* that any right to enforce the Plan and Confirmation Order is not so released by this section.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

E. Releases by Holders of Claims and Interests

As of the Effective Date, to the fullest extent permissible under applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Debtors, Reorganized Debtors, and each Released Party from any and all any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or

otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, 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 purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized 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 Debtors and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the DIP Credit Agreement, the Plan, the Restructuring Support Agreement, or any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Credit Agreement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related 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 a Released Party's willful misconduct or intentional fraud as determined by a final order of the Bankruptcy Court; provided that any right to enforce the Plan and Confirmation Order is not so released by this section.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

F. Exculpation

From and after the Effective Date, the Exculpated Parties shall neither have nor incur any liability to, or be subject to any right of action by, any holder of a Claim or an Interest, or any other party in interest, or any of their respective employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or Affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, formulating, negotiating, or implementing the Plan, the Plan Supplement, the Disclosure Statement, the Restructuring Support Agreement, the solicitation of acceptances of the Plan, Confirmation, and the pursuit thereof, the consummation of the Plan, the administration of the Plan, the property to be distributed under the Plan, or any other act taken or omitted to be taken in

connection with or in contemplation of the Chapter 11 Cases or implementation of the Plan.

Notwithstanding the foregoing, solely to the extent provided by section 1125(e) of the Bankruptcy Code, the Debtors and the Reorganized Debtors shall neither have, nor incur any liability to any Entity for any exculpated Claim; *provided, however*, that the foregoing “Exculpation” shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted fraud, willful misconduct or gross negligence.

Any of the Exculpated Parties shall be entitled to rely, in all respects, upon the advice of counsel with respect to their duties and responsibilities under the Plan.

G. Injunctions Related to Exculpation and Releases

(a) Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action, or liability of any nature whatsoever, of the types described in Section 9.5 of the Plan and relating to the Debtors, the Reorganized Debtors or any of their respective assets and property and/or the Estates, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred, and enjoined from taking any of the following actions against any Exculpated Party or its property on account of such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action, or liabilities: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Section 9.1 of the Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.

(b) Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action, or liability of any nature whatsoever, of the types described in Section 9.4 of the Plan and relating to the Debtors, the Reorganized Debtors or any of their respective assets and property and/or the Estates, the Chapter 11 Cases, the Plan, the Plan Supplement, and/or the Disclosure Statement are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Released Party or its property on account of such released liabilities, whether

directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Section 9.1 of the Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.

[remainder of page intentionally left blank]

Dated: October __, 2018
Wilmington, Delaware

Robert S. Brady (No. 2847)
M. Blake Cleary (No. 3614)
Sean M. Beach (No. 4070)
Jaime L. uton Chapman (No. 4936)
Jordan E. Sazant (No. 6515)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

Chris L. Dickerson (*pro hac vice* admission pending)
Brendan M. Gage (*pro hac vice* admission pending)
Nathan S. Gimpel (*pro hac vice* admission pending)
PAUL HASTINGS LLP
71 South Wacker Drive, Suite 4500
Chicago, Illinois 60606
Telephone: (312) 499-6000
Facsimile: (312) 499-6100

- and -

Todd M. Schwartz (*pro hac vice* admission pending)
PAUL HASTINGS LLP
1117 S. California Avenue
Palo Alto, California 94304
Telephone: (650) 320-1800
Facsimile: (650) 320-1900

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit B

Form of Class 3 Ballot

IMPORTANT: CHAPTER 11 CASES HAVE NOT BEEN COMMENCED AS OF THE DATE OF DISTRIBUTION OF THIS BALLOT. THIS BALLOT IS A PREPETITION SOLICITATION OF YOUR VOTE ON A JOINT PREPACKAGED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE. THE VOTING DEADLINE IS OCTOBER 31, 2018, AT 8:59 P.M. (PREVAILING EASTERN TIME).

CLASS 3 FIRST LIEN CREDIT AGREEMENT CLAIMS BALLOT FOR ACCEPTING OR REJECTING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION FOR ONE AVIATION CORPORATION AND ITS DEBTOR AFFILIATES

IMPORTANT NOTE: PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND READ THE DISCLOSURE STATEMENT (THE “DISCLOSURE STATEMENT”) AND JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION (THE “PLAN”)¹ FOR ONE AVIATION, INC. AND ITS PROSPECTIVE DEBTOR AFFILIATES (COLLECTIVELY, THE “COMPANY”), INCLUDED WITH THIS BALLOT, BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE TO ACCEPT OR REJECT THE PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES COMPREHENSIVE RESTRUCTURING TRANSACTIONS (THE “RESTRUCTURING TRANSACTIONS”), EACH AS MORE FULLY DESCRIBED IN THE DISCLOSURE STATEMENT AND THE PLAN, UPON THE EMERGENCE OF THE COMPANY FROM BANKRUPTCY. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

DEADLINE: YOU MUST COMPLETE, EXECUTE, AND DELIVER THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, LLC (THE “SOLICITATION AGENT”) PRIOR TO 8:59 P.M. (PREVAILING EASTERN TIME) ON OCTOBER 31, 2018 (THE “VOTING DEADLINE”).

QUESTIONS: If you have any questions regarding this Ballot, the enclosed voting instructions, or the procedures for voting or need to obtain additional solicitation materials, please contact the Solicitation Agent at 1-646-282-2500 or 1-866-897-6433 or by email at tabulation@epiqsystems.com and reference “ONE Aviation” in the subject line.

CLASS 3 NOTICE: You have received this Ballot because you are the Prepetition First Lien Lender of Class 3 First Lien Credit Agreement Claims as of October 9, 2018 (the “Voting Record Date”) and, as such Prepetition First Lien Lender you have the right to execute this Ballot and vote to accept or reject the Plan.

This Ballot may not be used for any purpose other than for submitting a vote with respect to the Plan and making certain certifications with respect to the Plan (as described below and in the Disclosure Statement and the Plan). If you believe you have received this Ballot in error, please contact the Solicitation

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan; the Plan governs in the event of any inconsistencies.

ONE Aviation Corporation, *et al.*
Class 3 First Lien Credit Agreement Claims Ballot

Agent immediately.

You should read the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Plan.

RESTRUCTURING TRANSACTION BACKGROUND:

The Company is soliciting votes to accept or reject the Plan from the holders of First Lien Credit Agreement Claims and the holders Senior Subordinated Secured Note Claims. The Company may file chapter 11 cases in the Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and seek to consummate the Restructuring Transactions through the chapter 11 bankruptcy process and the Plan. The Company will file the Plan, the related Disclosure Statement, and an affidavit summarizing the preliminary voting results with the Bankruptcy Court on or shortly after the date of the filing of the chapter 11 cases and an affidavit summarizing the final voting results with the Bankruptcy Court on or shortly after the Voting Deadline. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. If you vote to accept the Plan, the Bankruptcy Court may confirm the Plan, which effectuates the Restructuring Transactions. Upon confirmation by the Bankruptcy Court, the Plan will be binding on you.

TREATMENT OF YOUR CLASS 3 FIRST LIEN CREDIT AGREEMENT CLAIMS:

If the Plan is consummated, then, subject to the terms and conditions set forth therein, the Prepetition First Lien Lender will receive the following treatment:

On the Effective Date, each holder of an Allowed First Lien Credit Agreement Claim shall receive, in full and final satisfaction of its Allowed First Lien Credit Agreement Claim (not otherwise being satisfied through the New ABL / Term Loan Facility), its pro rata share of (i) 100 percent of the New Class A Common Stock, subject to potential dilution by the Employee Incentive Plan, and (ii) 100 percent of the New Preferred Stock.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

VOTING—COMPLETE THIS SECTION

ITEM 1: AMOUNT OF CLASS 3 FIRST LIEN CREDIT AGREEMENT CLAIM

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned is the Prepetition First Lien Lender of Class 3 First Lien Credit Agreement Claims in the following unpaid amount:

Amount of Claim: \$

ONE Aviation Corporation, *et al.*
Class 3 First Lien Credit Agreement Claims Ballot

**ITEM 2: VOTE TO
ACCEPT OR
REJECT THE PLAN**

You may vote to accept or reject the Plan. You must check one of the boxes below in order to have your vote counted.

The undersigned hereby certifies that it has the full power and authority as the Prepetition First Lien Lender to vote to accept the reject the Plan of the Class 3 First Lien Credit Agreement Claims set forth in Item 1 and votes to (*please check one box below*):

- | | |
|--------------------------|----------------------------------------------|
| <input type="checkbox"/> | <u>ACCEPT</u> (VOTE FOR) THE PLAN |
| <input type="checkbox"/> | <u>REJECT</u> (VOTE AGAINST) THE PLAN |

Please note that you are voting all Class 3 First Lien Credit Agreement Claims set forth in Item 1 to either to accept or reject the Plan.

**ITEM 3:
CERTIFICATIONS**

By signing and returning this Ballot, the undersigned certifies to the Company and the Bankruptcy Court that:

1. it is the Prepetition First Lien Lender for the Class 3 First Lien Credit Agreement Claims being voted;
2. it is eligible to vote on the Plan;
3. the undersigned has received a copy of the Solicitation Package, including the Disclosure Statement and the Plan, and acknowledges that the undersigned's vote as set forth on this Ballot is subject to the terms and conditions set forth therein;
4. the undersigned has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials; and
5. no other Ballot with respect to the Class 3 First Lien Credit Agreement Claims identified in Item 1 has been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked.

ITEM 4:
BALLOT
COMPLETION AND
DELIVERY ADDRESS

BALLOT COMPLETION INFORMATION—
COMPLETE THIS SECTION

Name: _____

Signature: _____

Title: _____

Notice Address: _____

Notice Email Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY TO THE ELECTRONIC MAIL ADDRESS BELOW. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE.

Via Electronic Mail: tabulation@epiqsystems.com
and reference “ONE Aviation” in the subject line

[remainder of page intentionally left blank]

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. To vote on the Plan, you **MUST**: (a) fully complete the Ballot; (b) clearly indicate the decision to accept or reject the Plan in Item 2 of this Ballot; (c) sign, date, and return the Ballot in accordance with the instructions on the Ballot to the electronic mail address set forth below.
2. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will **NOT** be counted unless the Company otherwise determines in its sole discretion.
3. To vote on the Plan, you **MUST** deliver your completed Ballot to the Solicitation Agent so as to be **ACTUALLY RECEIVED** by the Solicitation Agent on or before the Voting Deadline, which is 8:59 P.M. (prevailing Eastern Time) on October 31, 2018, at the following address:

Via Electronic Mail

tabulation@epiqsystems.com

and reference "ONE Aviation" in the subject line

4. Any Ballot received by the Solicitation Agent after the Voting Deadline will **NOT** be counted with respect to acceptance or rejection of the Plan, unless the Company otherwise determines. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.
5. Delivery of a Ballot reflecting a vote to accept or reject the Plan to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the Ballot by electronic mail. You should allow sufficient time to assure timely delivery.
6. If you deliver multiple Ballots to the Solicitation Agent with respect to the same Claim(s), **ONLY THE LAST** properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
7. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest, in any chapter 11 case commenced by the Company.
8. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with the information contained in, the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
9. **SIGN AND DATE** your Ballot. In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot.

ONE Aviation Corporation, *et al.*
Class 3 First Lien Credit Agreement Claims Ballot

PLEASE DELIVER YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE ENCLOSED VOTING INSTRUCTIONS, THE PROCEDURES FOR VOTING, OR NEED TO OBTAIN ADDITIONAL COPIES OF THE SOLICITATION PACKAGE, PLEASE CONTACT THE SOLICITATION AGENT BY EMAIL AT 1-646-282-2500 OR 1-866-897-6433 OR BY EMAIL AT TABULATION@EPIQSYSTEMS.COM AND REFERENCE “ONE AVIATION” IN THE SUBJECT LINE.

Exhibit C

Form of Class 4 Ballot

IMPORTANT: CHAPTER 11 CASES HAVE NOT BEEN COMMENCED AS OF THE DATE OF DISTRIBUTION OF THIS BALLOT. THIS BALLOT IS A PREPETITION SOLICITATION OF YOUR VOTE ON A JOINT PREPACKAGED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE. THE VOTING DEADLINE IS OCTOBER 31, 2018, AT 8:59 P.M. (PREVAILING EASTERN TIME).

CLASS 4 SENIOR SUBORDINATED SECURED NOTE CLAIMS BALLOT FOR ACCEPTING OR REJECTING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION FOR ONE AVIATION CORPORATION AND ITS DEBTOR AFFILIATES

IMPORTANT NOTE: PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND READ THE DISCLOSURE STATEMENT (THE “DISCLOSURE STATEMENT”) AND JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION (THE “PLAN”)¹ FOR ONE AVIATION, INC. AND ITS PROSPECTIVE DEBTOR AFFILIATES (COLLECTIVELY, THE “COMPANY”), INCLUDED WITH THIS BALLOT, *BEFORE* COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE TO ACCEPT OR REJECT THE PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES COMPREHENSIVE RESTRUCTURING TRANSACTIONS (THE “RESTRUCTURING TRANSACTIONS”), EACH AS MORE FULLY DESCRIBED IN THE DISCLOSURE STATEMENT AND THE PLAN, UPON THE EMERGENCE OF THE COMPANY FROM BANKRUPTCY. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

DEADLINE: YOU MUST COMPLETE, EXECUTE, AND DELIVER THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, LLC (THE “SOLICITATION AGENT”) PRIOR TO 8:59 P.M. (PREVAILING EASTERN TIME) ON OCTOBER 31, 2018 (THE “VOTING DEADLINE”).

QUESTIONS: If you have any questions regarding this Ballot, the enclosed voting instructions, or the procedures for voting or need to obtain additional solicitation materials, please contact the Solicitation Agent at 1-646-282-2500 or 1-866-897-6433 or by email at tabulation@epiqsystems.com and reference “ONE Aviation” in the subject line.

CLASS 4 NOTICE: You have received this Ballot because you are the holder of a Class 4 Senior Subordinated Secured Note Claim as of October 9, 2018 (the “Voting Record Date”) and, as such holder, you have the right to execute this Ballot and vote to accept or reject the Plan.

This Ballot may not be used for any purpose other than for submitting a vote with respect to the Plan and making certain certifications with respect to the Plan (as described below and in the Disclosure Statement and the Plan). If you believe you have received this Ballot in error, please contact the Solicitation

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan; the Plan governs in the event of any inconsistencies.

ONE Aviation Corporation, *et al.*
Class 4 Senior Subordinated Secured Note Claims Ballot

Agent immediately.

You should read the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Plan.

RESTRUCTURING TRANSACTION BACKGROUND:

The Company is soliciting votes to accept or reject the Plan from the holders of First Lien Credit Agreement Claims and Senior Subordinated Secured Note Claims. The Company may file chapter 11 cases in the Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and seek to consummate the Restructuring Transactions through the chapter 11 bankruptcy process and the Plan. The Company will file the Plan, the related Disclosure Statement, and an affidavit summarizing the preliminary voting results with the Bankruptcy Court on or shortly after the date of the filing of the chapter 11 cases and an affidavit summarizing the final voting results with the Bankruptcy Court on or shortly after the Voting Deadline. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. If you vote to accept the Plan, the Bankruptcy Court may confirm the Plan, which effectuates the Restructuring Transactions. Upon confirmation by the Bankruptcy Court, the Plan will be binding on you.

TREATMENT OF YOUR CLASS 4 SENIOR SUBORDINATED SECURED NOTE CLAIMS:

If the Plan is consummated, then, subject to the terms and conditions set forth therein, you will receive the following treatment:

Except to the extent that a holder of a Senior Subordinated Secured Note Claim agrees to a less favorable classification or treatment, each holder of an Allowed Senior Subordinated Secured Note Claim shall receive on the Effective Date (or as promptly thereafter as reasonably practicable) in full and final satisfaction of its Allowed Senior Subordinated Secured Note Claim:

- i. **if Class 4 votes to accept the Plan**, its pro rata of the Senior Subordinated Secured Note Claims Distribution; or
- ii. **if Class 4 does not vote to accept the Plan**, no distribution under this Plan on account of such Claim.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

VOTING—COMPLETE THIS SECTION

ITEM 1: AMOUNT OF CLASS 4 SENIOR SUBORDINATED SECURED NOTE CLAIM

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was a holder (or the authorized signatory of a holder) of a Class 4 Senior Subordinated Secured Note Claim in the following unpaid amount:

Amount of Claim: \$

ITEM 2: VOTE TO ACCEPT OR REJECT THE PLAN

You may vote to accept or reject the Plan with respect to your Claims below. You must check one of the boxes below in order to have your vote counted.

ONE Aviation Corporation, *et al.*
Class 4 Senior Subordinated Secured Note Claims Ballot

The undersigned hereby certifies that it has the full power and authority to vote to accept the reject the Plan as a holder (or as the authorized signatory of a holder) of a Class 4 Senior Subordinated Secured Note Claim set forth in Item 1 and votes to (*please check one box below*) :

- | |
|-----------------------------------------------------------------------|
| <input type="checkbox"/> <u>ACCEPT</u> (VOTE FOR) THE PLAN |
| <input type="checkbox"/> <u>REJECT</u> (VOTE AGAINST) THE PLAN |

Please note that you are voting your entire Class 4 Senior Subordinated Secured Note Claim either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box above, your Ballot with respect to this Item 2 will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes above, your Ballot with respect to this Item 2 will not be counted.

ITEM 3:
CERTIFICATIONS

By signing and returning this Ballot, the undersigned certifies to the Company and the Bankruptcy Court that:

1. the undersigned is (a) the Holder of the Class 4 Senior Subordinated Secured Note Claim being voted, or (b) the authorized signatory for an entity that is the holder of such Claim;
2. the undersigned has received a copy of the Solicitation Package, including the Disclosure Statement and the Plan, and acknowledges that the undersigned's vote as set forth on this Ballot is subject to the terms and conditions set forth therein;
3. the undersigned has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the undersigned has cast the same vote with respect to all of its Class 4 Senior Subordinated Secured Note Claims in connection with the Plan; and
5. no other Ballot with respect to the Class 4 Senior Subordinated Secured Note Claims identified in Item 1 has been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked.

ONE Aviation Corporation, *et al.*
Class 4 Senior Subordinated Secured Note Claims Ballot

ITEM 4:
BALLOT
COMPLETION AND
DELIVERY ADDRESS

BALLOT COMPLETION INFORMATION—
COMPLETE THIS SECTION

Name of Claim Holder: _____

Signature: _____

Authorized Signatory Name
(if other than the holder): _____

Notice Address for Holder: _____

Notice Email Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY TO THE ELECTRONIC MAIL ADDRESS BELOW. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE.

Via Electronic Mail: tabulation@epiqsystems.com
and reference “ONE Aviation” in the subject line

[remainder of page intentionally left blank]

ONE Aviation Corporation, *et al.*
Class 4 Senior Subordinated Secured Note Claims Ballot

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. To vote on the Plan, you **MUST**: (a) fully complete the Ballot; (b) clearly indicate your decision to accept or reject the Plan in Item 2 of this Ballot; (c) sign, date, and return the Ballot in accordance with the instructions on the Ballot to the electronic mail address set forth below.
2. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will **NOT** be counted unless the Company otherwise determines in its sole discretion.
3. To vote on the Plan, you **MUST** deliver your completed Ballot to the Solicitation Agent so as to be **ACTUALLY RECEIVED** by the Solicitation Agent on or before the Voting Deadline, which is 8:59 P.M. (prevailing Eastern Time) on October 31, 2018, at the following address:

Via Electronic Mail

tabulation@epiqsystems.com

and reference "ONE Aviation" in the subject line

4. Any Ballot received by the Solicitation Agent after the Voting Deadline will **NOT** be counted with respect to acceptance or rejection of the Plan, unless the Company otherwise determines. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.
5. Delivery of a Ballot reflecting your vote to accept or reject the Plan to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the Ballot by electronic mail. You should allow sufficient time to assure timely delivery.
6. If you deliver multiple Ballots to the Solicitation Agent with respect to the same Claim(s), **ONLY THE LAST** properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
7. You must vote your entire Class 4 Senior Subordinated Secured Note Claim either to accept or reject the Plan, and may not split your vote. Further, if a holder has multiple Claims within Class 4, the Company has directed the Solicitation Agent to aggregate the Claims of any particular holder within Class 4 for the purpose of counting votes.
8. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest, in any chapter 11 case commenced by the Company.
9. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with the information contained in, the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
10. **SIGN AND DATE** your Ballot.² In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot.

² If you are signing the Ballot in your capacity as the authorized signatory of a holder of Senior Subordinated Secured Note Claim, if required or requested by the Solicitation Agent, the Company, the Company's counsel, or the Bankruptcy Court, you must submit proper evidence to the requesting party of authority to so act on behalf of such holder.

ONE Aviation Corporation, *et al.*
Class 4 Senior Subordinated Secured Note Claims Ballot

PLEASE DELIVER YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE ENCLOSED VOTING INSTRUCTIONS, THE PROCEDURES FOR VOTING, OR NEED TO OBTAIN ADDITIONAL COPIES OF THE SOLICITATION PACKAGE, PLEASE CONTACT THE SOLICITATION AGENT BY EMAIL AT 1-646-282-2500 OR 1-866-897-6433 OR BY EMAIL AT TABULATION@EPIQSYSTEMS.COM AND REFERENCE “ONE AVIATION” IN THE SUBJECT LINE.