

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ONE AVIATION CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 18-12309 (CSS)

(Jointly Administered)

Re: D.I. 949

**CITIKING INTERNATIONAL US LLC'S
AMENDED NOTICE OF DEPOSITION OF THE DEBTORS AND JAMES P. CARROLL**

PLEASE TAKE NOTICE THAT pursuant to Rules 30 and 45 of the Federal Rules of Civil Procedure, made applicable by Rules 7030, 7045, and 9014 of the Federal Rules of Bankruptcy Procedure and Local Rule 7030-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, Citiking International US LLC ("Citiking"), by and through its undersigned counsel, shall take the deposition of Mr. James P. Carroll, in his individual capacity and as a person designated by the Debtors to testify on the topics identified on **Schedule A** annexed hereto. The deposition shall take place on **November 3, 2020 at 9:00 a.m. (ET)**. The deposition will be recorded by stenographic means and shall continue day-to-day until completed.

PLEASE TAKE FURTHER NOTICE that:

1. The depositions will be conducted remotely, using remote video provided by Veritext Legal Solutions. Parties wishing to attend the deposition should contact the undersigned counsel to obtain the secure link to the deposition.
2. The court reporter will report the deposition from a location separate from the witness;
3. Counsel for the parties and their clients will be participating from various, separate locations;

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 (collectively, the "Debtors").

4. The court reporter will administer the oath to the witness remotely;
5. The witness will be required to provide government-issued identification satisfactory to the court reporter, and this identification must be legible on camera;
6. Each participating attorney may be visible to all other participants, and their statements will be audible to all participants;
7. All exhibits will be provided simultaneously and electronically to the witness and all participants;
8. The court reporter will record the testimony by stenographic means;
9. The deposition may be recorded electronically; and
10. Counsel for all parties will be required to stipulate on the record:
 - a. Their consent to this manner of deposition; and
 - b. Their waiver of any objection to this manner of deposition, including any objection to the admissibility of this testimony at any trial or hearing based on this manner of deposition.

[Signature continues on next page]

Date: October 30, 2020
Wilmington, Delaware

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SCHEDULE A

DEFINITIONS

For purposes of this Schedule A, unless the context clearly indicates otherwise, the following definitions apply to the terms and phrases specified:

1. “**Accounts**” has the meaning set forth in the Guarantee and Collateral Agreement.
2. “**All**” and “**each**” means “all and each.”
3. “**And**” and “**or**” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.
4. “**Any**” means “any and all” where the effect of such construction is to broaden the scope of the topic in question.
5. “**APA**” shall mean the Asset Purchase Agreement by and among SEF OA LLC, as Purchaser, One Aviation Corporation and Certain Subsidiaries of One Aviation Corporation Named herein as the Sellers, dated August 28, 2020.
6. “**Buyer**” shall mean SEF OA LLC, SE Falcon, and/or affiliates.
7. “**Cash**” means assets that are in currency or coin form, including any funds that are credited to any deposit account.
8. “**Company**” means One Aviation Corporation. and its Subsidiaries.
9. “**Confirmation Order**” means the September 18, 2019 Order (A) Approving The Adequacy Of The Debtors Disclosure Statement And (B) Confirming The Second Amended Joint Prepackaged Chapter 11 Plan Of Reorganization (As Modified) Of One Aviation Corporation And Its Debtor Affiliate, filed as Docket Entry No. 707 in the above captioned case.

10. **“Debtor(s)”** means the Debtor entities identified on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/case/oneaviation/info>.

11. **“Debtors’ Accounts”** means any checking accounts, deposit accounts, brokerage accounts, investment accounts, securities accounts, money market accounts, and savings accounts, maintained or held by or for the benefit of the Debtors.

12. **“DIP Agreement”** means the October 9, 2018 Senior Secured Superpriority Debtor in Possession Credit and Security Agreement by and among Eclipse Aerospace, Inc., Brigadoon Aircraft Maintenance, LLC, as Borrowers and Citiking International US, LLC as Lender, filed as Docket Entry No. 208-1 in the above captioned case.

13. **“DIP Order”** means the Court’s November 27, 2018 Order (I) Authorizing Debtor Borrowers to (A) Obtain Post-Petition Financing (B) Grant Senior Liens and Superpriority Administrative Expense Status, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; and (III) Granting Related Relief, filed as Docket Entry No. 208 in the above captioned case.

14. **“Document(s)”** means every original (any copy of any original and any copy which differs in any way from any original, e.g., because handwritten or “blind” notes appear thereon or are attached thereto) of every writing and recording, computerized records, digital or electronically stored data, emails, photographs, or other memorialization, of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, magnetic, optical, electronic, or electrical means whatsoever, and shall include, by way of illustration only and not by way of limitation, notes, correspondence, e-mails, communications of any nature, telegrams, memoranda, advertisements, books, records, analyses, notebooks, blueprints, maps, surveys, graphs, charts, plans, summaries or records or transcriptions of personal conversations or

statements however made, business forms, labels, appointment books, diaries, routing slips, reports, publications, photographs, films, minutes and other formal or informal memoranda of meetings, transcripts or oral testimony or statements, reports and/or summaries of interviews, negotiations or investigations, agreements and contracts, including all modifications and/or revisions thereof, papers and forms filed with courts or other governmental bodies, notices, messages, calendar entries, brochures, pamphlets, press releases, drafts, revisions of drafts and translations of any documents, tape recordings, audio recordings, video recordings, records and dictation belts to which you or your company now has or has had access to in the past. Any document with any marks on any sheet or side thereof, including by way of illustration only and not by way of limitation, initials, stamped indicia, any comment or any notation of any character and not part of the original text, or any reproduction thereof, is to be considered a separate document for purposes of this Definition.

15. “**DW**” means DWC Pine Investment I, Ltd.

16. “**Including**” shall not be construed to limit the scope of any document request.

17. “**Insolvent**” shall mean the Debtors’ financial condition such that the sum of its debts is greater than all of its property, at a fair valuation, exclusive of (i) property transferred, concealed, or removed with intent to hinder, delay, or defraud its creditors; and (ii) property that may be exempted from property of the bankruptcy estate under section 522 of the Bankruptcy Code.

18. “**Plan**” shall mean the Second Amended Joint Prepackaged Chapter 11 Plan of Reorganization (As Modified) For One Aviation Corporation and Its Debtor Affiliates, dated September 17, 2019, filed as Docket Entry No. 707-1 in the above captioned case.

19. “**Proceedings**” shall mean these Chapter 11 cases initiated by the Debtors on the Petition Date.

20. As used herein, “**relate**” or “**relating to**” when used with respect to a document, agreement, subject or fact, means anything that reflects on, embodies, responds to, is connected with, commenting on, about, discussing, contains, evidences, identifies, states, pertains to, regarding, discussing, summarizing, showing, describing, analyzing, constituting, reciting, recording, supporting, or refers to, details or comments upon such matter.

21. “**Senior DIP Agreement**” shall mean the Senior DIP Loan Term Sheet dated August 28, 2020, filed as Docket Entry No. 911-1 in the above captioned case.

22. “**September 4, 2020 Interim DIP Order**” means the Court’s September 4, 2020 Interim Order Amending And Restating Final Order (I) Authorizing Debtor Borrowers To (A) Obtain Post-Petition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 364(C)(1), 364(C)(2), 364(C)(3), 364(D)(1) And 364(E), (B) Grant Senior Liens And Superpriority Administrative Expense Status, And (C) Utilize Cash Collateral Pursuant To 11 U.S.C. § 363; (II) Granting Adequate Protection To Prepetition Secured Parties Pursuant To 11 U.S.C. §§ 361, 362, 363 And 364; (III) Scheduling A Final Hearing; And (IV) Granting Related Relief, filed as Docket Entry No. 911 in the above captioned case.

SUBJECTS OF TESTIMONY

1. The Senior DIP Agreement and the APA, including their negotiation, parties, and terms.

2. All communications between the Debtors, DW Partners, the Unsecured Creditors Committee, and/or the Buyer from July 1, 2020 to the present.

3. Debtors' cash balances and cash forecasts from March 1, 2020 through the present.
4. Debtors' ability or inability to make payroll from March 1, 2020 to the present.
5. Any alleged breaches by Citiking of the DIP Order, DIP Agreement, Confirmation Order, Plan, other agreements with the Debtors, or that otherwise affect the Debtors' estates.
6. Any funding requests and/or payments made under or pursuant to the DIP Order, the DIP Agreement, the Confirmation Order, the September 4, 2020 Interim DIP Order and/or the APA, including, but not limited to, whether any funding has occurred, and if so, when and in what amounts.