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11 UNITED STATES BANKRUPTCY COURT
12 DISTRICT OF OREGON

13 In re
14 Van's Aircraft, Inc.,
15 Debtor.

Case No. 23-62260-dwh11

**DEBTOR'S OMNIBUS MOTION TO
REJECT CUSTOMER CONTRACTS
UNLESS OTHERWISE AGREED AND
ESTABLISH PROCEDURES
THEREFORE**

**LBR 9013-1(b)(1) PARTIES:
SEE EXHIBIT 2 TO MOTION**

EXPEDITED HEARING REQUESTED

20 Van's Aircraft, Inc., Debtor and Debtor-in-Possession ("Debtor" or "Van's Aircraft")
21 hereby moves this court for authority to reject certain executory contracts with its customers,
22 unless the Debtor and customer agree to modify those contracts by January 15, 2024, and for
23 entry of an order authorizing and approving procedures to reject those contracts. Debtor seeks
24 expedited consideration of its request for relief from Bankruptcy Rule 6006(f)(6) so that the
25 procedures regarding rejection can be determined and notices of the rejection and proposed
26

1 modifications can be sent to customers as soon as possible. A proposed Order is attached to this
2 Motion as **Exhibit 1**. In support of this motion, Debtor represents as follows:

3 **BACKGROUND AND JURISDICTION**

4 1. On December 4, 2023 (the "Petition Date"), Debtor filed a voluntary petition for
5 relief under Chapter 11 of Title 11 of the United States Code.

6 2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

7 3. The statutory bases for the relief requested herein are sections 105(a) and 365(a)
8 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6004 and 6006 of the
9 Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 6006-1 of the Local
10 Bankruptcy Rules for the District of Oregon (the "Local Bankruptcy Rules").

11 4. Debtor has continued in possession of its property and is continuing to operate
12 and manage its business as debtor-in-possession pursuant to Sections 1107(a) and 1108 of
13 Title 11 of the United States Code.

14 5. No request has been made for the appointment of a trustee or examiner, and no
15 official committee of unsecured creditors has been appointed in Debtor's case.

16 6. Debtor is a kit aircraft manufacturer, founded in 1972. The Van's RV series of
17 aircraft are all-aluminum, low-wing monoplanes of monocoque construction. As of October,
18 2023, over 11,000 Van's RV kits have been reported as completed and flown by customers, with
19 thousands more under construction, making them most numerous of all homebuilt aircraft.

20 7. As of the Petition Date, Debtor was party to over 3,500 executory contracts which
21 consist of customer's orders for various items including, without limitation, kit order agreements,
22 engine order agreements, propeller order agreements, avionics order agreements, and completed
23 aircraft purchase and deposit agreements (collectively, "Customer Contracts"). The Customer
24 Contracts are key to the success or failure of Debtor's business. The majority of the pre-petition
25 Customer Contracts consist of contracts for kits, parts, and other items produced by Debtor ("Kit
26 and Aircraft Contracts"). Some Customer Contracts consist of items manufactured and produced

1 directly by third parties such as engines, propellers and avionics (“Third Party Equipment
2 Contracts”). Both the Kit and Aircraft Contracts and the Third Party Equipment Contracts
3 contain a present pricing structure that Debtor cannot perform. The Customer Contracts are
4 materially unfavorable to Debtor because Debtor is losing money on each pre-petition Customer
5 Contract. Rejection of certain Customer Contracts at this time is critical to Debtor’s near and
6 long term reorganization prospects.

7 8. Notwithstanding the unprofitable nature of the pre-petition Customer Contracts
8 and the Debtor’s need to reject them, Debtor does want to offer its customers of certain products
9 the ability to agree to modify their purchase agreement and apply their present deposits to the
10 purchase of the same items at new increased pricing. The new pricing structure is necessary to
11 allow Debtor to sustain its operations. Debtor intends to immediately begin offering the new
12 modified terms and pricing to all customers who are a party to the Kit and Aircraft Contracts.
13 Given the nature of the Third Party Equipment Contracts, the Debtor is unable to offer an
14 amendment to those contracts at this time but will be in discussions with those third party
15 vendors to determine what can be offered to those customers.

16 9. The terms of the offer to accept a modified contract with respect to the Kit and
17 Aircraft Contracts are as follows: Customers will receive an email communication containing
18 brief introductory information and a link to a secure web portal, on which they will be able to
19 read details regarding the options available related to their orders. The website will also include
20 a list of commonly asked questions and answers.

21 10. Initially, all customers with open aircraft kit orders will be contacted and sent
22 invitation links to the portal. Customers will have the opportunity on the portal to view the list
23 of their previous orders, and to take action to renew those previous orders under revised terms
24 and prices. Upon indicating their desire to renew an order, customers will be presented with
25 electronic documents which they will need to electronically sign. The web portal system will
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1 track this information for reporting purposes and will serve as the system of record for
2 processing order renewals and cancellations at Van's Aircraft.

3 11. Customers will have through January 15, 2024, to choose to modify their order(s).
4 Should a customer choose to modify its order, the total deposits and payments previously
5 remitted by the customer for the original order will be applied to the customer's renewed order.
6 In these cases, no additional deposit will be required. If a customer does not choose to modify its
7 order, and that order has not been acted upon by January 15 2024, the contract will be rejected
8 resulting in permanent cancellation of the order. A claim for the amount of the deposit may then
9 be made in the bankruptcy case provided it is filed by the later of any applicable claims bar date
10 established by the Court or 30 days after the Kit and Aircraft Contract is rejected.

11 12. Customers with orders related to aircraft engines, propellers, avionics kits and
12 parts orders will be similarly invited to the portal and presented offers for revised purchases.
13 The financial details of these orders are under review. These will be communicated to the
14 applicable customers once the terms and pricing for those offers to renew have been finalized.

15 13. Bankruptcy Rule 6006(f)(6) limits omnibus motions to assume or reject to no
16 more than 100 executory contracts or unexpired leases. Absent relief from that rule, Debtor will
17 be required to file over 15 of these Motions, which will be identical in content but for the names
18 of the customers, resulting in substantial costs to, and administrative burdens on, Debtor's estate,
19 in addition to the burden such an approach would place on the Court's docket. As such, and for
20 the reasons discussed further herein, Debtor requests approval of the rejection procedures set
21 forth herein to minimize such costs and burdens.

22 RELIEF REQUESTED

23 14. Debtor seeks entry of an order relieving it from the requirement of BR 6006(f)(6)
24 and authorizing and approving the following rejection procedures ("Rejection Procedures") for
25 the Customer Contracts listed on **Exhibit 2** attached hereto:
26

1 (i) Rejection Notice. Debtor will file a notice (the “Rejection Notice”) to
2 reject Kit and Aircraft Contracts pursuant to section 365 of the Bankruptcy Code, which
3 Rejection Notice shall set forth, among other things: (i) the Kit and Aircraft Contracts to be
4 rejected; (ii) the names and addresses of the counterparties to such Kit and Aircraft Contracts;
5 (iii) the proposed effective date of January 15, 2024 of the rejection of each such Kit and Aircraft
6 Contracts (the “Rejection Date”); and (iv) the deadlines and procedures for filing objections to
7 the Rejection Notice (as set forth below). In order to satisfy the concerns of Bankruptcy Rule
8 6006(f)(6), Debtor’s Rejection Notice will list each customer alphabetically by last name or
9 business name. Moreover, each Rejection Notice will contain no more than 100 names and be
10 served on those parties listed in that Rejection Notice. This will essentially comply with the
11 purpose and intent of BR 6006(f)(6) in that no customer will have to look through a list of more
12 than 100 to find its contract.

13 (ii) Service of the Rejection Notice. Debtor will cause the Rejection Notice to
14 be served: (i) by regular mail upon the Kit and Aircraft Contracts counterparties affected by the
15 Rejection Notice and (ii) by e-mail upon: (a) the Office of the U.S. Trustee; (b) counsel for the
16 Committee, if any; and (c) all entities that have filed a request for service of filings in the above
17 captioned chapter 11 case pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”).

18 (iii) Objection Procedures. Parties objecting to a proposed rejection must file
19 and serve a written objection so that such objection is filed with the Court and is actually
20 received by the following parties (collectively, the “Objection Service Parties”) no later than
21 fourteen (14) calendar days after the date Debtor serves the relevant Rejection Notice: (i) Kit and
22 Aircraft Contracts counterparties affected by the Objection (if applicable); (ii) Debtor, 14401
23 Keil Rd. NE, Aurora, OR 97002; (iii) proposed counsel to Debtor, Tonkon Torp, Attn: Spencer
24 Fisher, 888 SW Fifth Ave., Suite 1600, Portland, OR 97204; and (iv) the Notice Parties.

25 (iv) Event of No Objection. If no objections are filed within fourteen (14)
26 calendar days of the date Debtor serves the Rejection Notice and Debtor and the counterparty to

1 a Customer Contract have not reached agreement by January 15, 2024, to modify the Customer
2 Contract in a manner acceptable to Debtor and the counterparty to the Kit and Aircraft Contract,
3 Debtor shall submit to the Court a proposed order rejecting the applicable Kit and Aircraft
4 Contracts (the “Rejection Order”), together with a statement that there were no timely objections
5 to the proposed relief.

6 (v) Unresolved Objections. If an objection to the rejection of any Kit and
7 Aircraft Contract is timely filed and not withdrawn or resolved, Debtor shall file a notice for a
8 hearing to consider the objection for the Kit and Aircraft Contract to which such objection
9 relates. If such objection is overruled or withdrawn, such Kit and Aircraft Contract shall be
10 rejected as of the Rejection Date set forth in the Rejection Notice or such other date to which
11 Debtor and the counterparty to such Kit and Aircraft Contract have agreed, or as ordered by the
12 Court.

13 15. Debtor further requests that counterparties to rejected Kit and Aircraft Contracts
14 be required to file a proof of claim relating to the rejection of such Kit and Aircraft Contracts, if
15 any, by the later of any applicable claims bar date established by the Court or 30 days after the
16 Kit and Aircraft Contract is rejected.

17 **BASIS FOR RELIEF**

18 16. Debtor’s continued operations are dependent on the sales of its products, which
19 are the subject of the Customer Contracts. As noted, Debtor intends to reject Kit and Aircraft
20 Contracts unless Debtor and the counterparty to a Kit and Aircraft Contract have reached
21 agreement to modify the contract, primarily by increasing the price. Debtor needs to notify
22 existing customers of the new price increases and obtain orders to ship as soon as possible in
23 order to generate revenue with which to operate the business. As such, Debtor needs court
24 approval of the rejection procedures on an expedited basis so that the Rejection Notices can be
25 sent out and new modified orders can be accepted and processed. The proposed Rejection
26 Procedures will streamline the administration of this chapter 11 case and enhance the efficiency

1 of the reorganization process. The Rejection Procedures are fair and reasonable to Customer
2 Contract counterparties because they afford parties in interest the opportunity to modify their
3 contracts rather than simply have them rejected outright. The Rejection Procedures will
4 eliminate substantial legal expenses that would otherwise be incurred if multiple hearings were
5 held on separate motions with respect to every Customer Contract that Debtor seeks to reject.

6 17. Section 365(a) of the Bankruptcy Code provides that a debtor in possession,
7 “subject to the court’s approval, may assume or reject any executory contract or unexpired lease
8 of the debtor.” 11 U.S.C. § 365(a). The decision to assume or reject an executory contract or
9 unexpired lease is a matter within the “business judgment” of the debtor. *In re G.I. Industries,*
10 *Inc.*, 204 F.3d 1276, 1282 (9th Cir. 2000) (bankruptcy court applies the business judgment rule to
11 evaluate a trustee's rejection decision). Moreover, a “bankruptcy court's hearing on a motion to
12 reject is a summary proceeding that involves only a cursory review of a trustee's decision to
13 reject the contract.” *Id.*

14 In evaluating the rejection decision, the bankruptcy court should
15 presume that the debtor-in-possession acted prudently, on an
16 informed basis, in good faith, and in the honest belief that the
17 action taken was in the best interests of the bankruptcy estate. It
18 should approve the rejection of an executory contract under §
365(a) unless it finds that the debtor-in-possession's conclusion
that rejection would be ‘advantageous is so manifestly
unreasonable that it could not be based on sound business
judgment, but only on bad faith, or whim or caprice.’

19 *In re Pomona valley Medical Group, Inc.*, 476 F.3d 665, 670 (9th Cir. 2007) (internal citations
20 omitted).

21 18. Further, section 365 allows a debtor-in-possession to relieve the bankruptcy estate
22 of burdensome agreements – like the Customer Contracts -- which have not been completely
23 performed. *Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th
24 Cir. 1996) (citation omitted).

1 19. As a procedural matter, “[a] proceeding to assume, reject, or assign an executory
2 contract or unexpired lease . . . is governed by Rule 9014.” Fed. R. Bankr. P. 6006(a).
3 Bankruptcy Rule 9014 provides that: “In a contested matter . . . , not otherwise governed by
4 these rules, relief shall be requested by motion, and reasonable notice and opportunity for
5 hearing shall be afforded the party against whom relief is sought.” Fed. R. Bankr. P. 9014(a).
6 The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are
7 satisfied if appropriate notice and an opportunity for hearing are given in light of the particular
8 circumstances. *See* 11 U.S.C. § 102(1)(A) (defining “after notice and a hearing” or a similar
9 phrase to mean such notice and an opportunity for hearing “as [are] appropriate in the particular
10 circumstances”).

11 20. Under Bankruptcy Rule 6006(e), a debtor may join requests for authority to reject
12 multiple executory contracts in one motion, subject to Bankruptcy Rule 6006(f). *See* Fed. R.
13 Bankr. P. 6006(e). Bankruptcy Rule 6006(f) sets forth six requirements that motions to reject
14 multiple contracts must satisfy. These requirements are procedural in nature. A motion to reject
15 multiple executory contracts that are not between the same parties shall:

- 16 1. state in a conspicuous place that parties receiving the omnibus motion
17 should locate their names and their contracts or leases listed in the motion;
- 18 2. list parties alphabetically and identify the corresponding contract or lease;
- 19 3. specify the terms, including the curing of defaults, for each requested
20 assumption or assignment;
- 21 4. specify the terms, including the identity of each assignee and the adequate
22 assurance of future performance by each assignee, for each requested assignment;
- 23 5. be numbered consecutively with other omnibus motions to assume, assign,
24 or reject executory contracts or unexpired leases; and
- 25 6. be limited to no more than 100 executory contracts or unexpired leases.
26 Fed. R. Bankr. P. 6006(f).

1 21. The clear purpose of Bankruptcy Rule 6006(f) is to protect the due process rights
2 of counterparties to Customer Contracts. Counterparties must be able to locate their contracts
3 and readily determine whether their contracts are being rejected.

4 22. Bankruptcy Rule 6006(f)(3) and (4) are inapplicable here because this Motion
5 seeks only to reject, and not assume at this time, executory contracts. By this Motion, Debtor
6 seeks court authority to waive the requirements of Bankruptcy Rule 6006(f)(6). The due process
7 rights of counterparties to Customer Contracts are protected if the Motion is not limited to 100
8 executory contracts, but the Rejection Notice is limited to no more 100 executory contracts. It is
9 the Rejection Notice, more than the Motion, that the counterparties will be reviewing to
10 determine if their contract is on the list. This process will essentially comply with the purpose
11 and intent of BR 6006(f)(6) in that no customer will have to look through a list of more than 100
12 to find its contract. Moreover, each of the customers already know that they are a customer and
13 because all Kit and Aircraft Contracts are being rejected, the Kit and Aircraft Contract
14 counterparties know their contract will be rejected. Looking at the list to find their name is more
15 of a technicality than a requirement in these circumstances, and given the list will be alphabetical
16 and limited to 100 names, it will not be very burdensome to review. On the other hand, because
17 Debtor is party to and rejecting over 1,500 Kit and Aircraft Contracts, it will be administratively
18 burdensome for the court and burdensome and costly for Debtor to file and serve more than 15
19 separate motions to reject, which all seek the identical relief. In addition, Debtor intend to send a
20 direct email to each Customer Contract holder informing them of their right and options to
21 modify the contract of have their contract rejected.

22 23. The Rejection Procedures otherwise satisfy Bankruptcy Rule 6006(f) and Debtor
23 will comply with all Bankruptcy Rule 6006(f)(1), (2), and (5) when serving the Rejection Notice.

24 24. In light of the demonstrable benefits of the Rejection Procedures described above,
25 courts have approved procedures similar to the Rejection Procedures in other chapter 11 cases.

26 See, e.g., *In re Grubb & Ellis Co.*, Case No. 12 10685 (MG) (Bankr. S.D.N.Y. Mar. 23, 2012); *In*

1 *re Great Atl. & Pac. Tea Co.*, Case No. 10-24549 (RDD) (Bankr. S.D.N.Y. Feb. 7, 2011); *In re*
2 *BB Liquidating Inc.* (f/k/a Blockbuster, Inc.), Case No. 10-14997 (BRL) (Bankr. S.D.N.Y. Oct.
3 21, 2010); *In re NR Liquidation III Co.* (f/k/a Neff Corp.), Case No.10-12610 (SCC) (Bankr.
4 S.D.N.Y. June 09, 2010); *In re Lear Corp.*, Case No. 09-14326 (ALG) (Bankr. S.D.N.Y. July 31,
5 2009); *In re Charter Commc'ns, Inc.*, Case No. 09-11435 (JMP) (Bankr. S.D.N.Y. April 15,
6 2009); *In re Lehman Bros. Holdings, Inc.*, No. 08-13555 (JMP) (Bankr. S.D.N.Y. Oct. 3, 2008).

7 25. Under the circumstances, given the universal nature and substantial number of
8 Customer Contracts Debtor is seeking to reject, obtaining Court approval of each rejection would
9 impose unnecessary administrative burdens on Debtor and the Court and result in costs to
10 Debtor's estate that may decrease the economic benefits of rejection and ultimate distribution to
11 creditors.

12 26. Therefore, Debtor proposes to: (a) streamline the process as set forth in the
13 Rejection Procedures, consistent with applicable law, in order to minimize costs to Debtor's
14 estate and reduce the burden on the Court's docket while (b) protecting counterparties to the Kit
15 and Aircraft Contracts by providing such parties with notice of rejection and the opportunity to
16 modify the Kit and Aircraft Contract prior to the rejection date, and (c) to set a bar date for
17 rejection claims to be filed by the later of any applicable claims bar date established by the Court
18 or 30 days after the Kit and Aircraft Contract is rejected.

19 **WAIVER OF BANKRUPTCY RULE 6004(a) and 6004 (h)**

20 27. To implement the foregoing successfully, Debtor seeks a waiver of the notice
21 requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use,
22 sale, or lease of property under Bankruptcy Rule 6004(h), to the extent it is applicable.

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24 ///

25 ///

26 ///

WHEREFORE, Debtor respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit 1**, granting the relief requested herein and granting such other and further relief as is just and proper.

DATED: December 4, 2023.

TONKON TORP LLP

By /s/ Timothy J. Conway

Timothy J. Conway, OSB No. 851752
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Ava Schoen, OSB No. 044072
Attorneys for Debtor

EXHIBIT 1

Proposed Form of Procedural Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

Van's Aircraft, Inc.,

Debtor.

Case No. 23-62260-dwh11

**ORDER APPROVING DEBTOR'S
OMNIBUS MOTION TO REJECT
CUSTOMER CONTRACTS UNLESS
OTHERWISE AGREED AND
ESTABLISH PROCEDURES
THEREFORE**

Upon the motion (the "Motion") of the above-captioned debtor and debtor in possession (the "Debtor") for the entry of an order (this "Order") authorizing and approving procedures for Debtor to reject certain executory contracts (collectively, the "Kit and Aircraft Contracts"), all as more fully set forth in the Motion; and the Court having jurisdiction to consider this Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Motion (the

**Page 1 of 4 – ORDER APPROVING DEBTOR'S OMNIBUS MOTION TO REJECT CUSTOMER
CONTRACTS UNLESS OTHERWISE AGREED AND ESTABLISH PROCEDURES
THEREFORE**

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“Hearing”); and the Court having found and determined that the relief sought in the Motion is in the best interests of Debtor’s estate, its creditors, and other parties in interest, and that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The procedures requested in the Motion are GRANTED.

2. The following procedures (the “Rejection Procedures”) are approved in connection with rejecting Customer Contracts:

i. Rejection Notice. Debtor will file a notice (the “Rejection Notice”) to reject Kit and Aircraft Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Kit and Aircraft Contracts to be rejected; (ii) the names and addresses of the counterparties to such Kit and Aircraft Contracts; (iii) the proposed effective date of January 15, 2024 for the rejection of each such Kit and Aircraft Contracts (the “Rejection Date”); and (iv) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The notice shall be alphabetical by customer’s last name or business name. Each Rejection Notice will contain no more than 100 names and be served on those parties listed in that Rejection Notice in the manner set forth below.

ii. Service of the Rejection Notice. Debtor will cause the Rejection Notice to be served: (i) by regular mail upon the Kit and Aircraft Contracts counterparties affected by the Rejection Notice and (ii) by e-mail upon: (a) the Office of the U.S. Trustee; (b) counsel for the Committee, if any; and (c) all entities that have filed a request for service of filings in the above captioned chapter 11 case pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”).

iii. Objection Procedures. Parties objecting to a proposed rejection must file and serve a written objection so that such objection is filed with the Court and is actually received by the following parties (collectively, the “Objection Service Parties”) no later than fourteen (14) calendar days after the date Debtor serves the relevant Rejection Notice: (i) Kit and Aircraft Contracts counterparties affected by the Objection (if applicable); (ii) Debtor, 14401 Keil Rd. NE, Aurora, OR 97002; (iii) proposed counsel to Debtor, Tonkon Torp, Attn: Spencer Fisher, 888 SW Fifth Ave., Suite 1600, Portland, OR 97204; and (iv) the Notice Parties.

iv. Event of No Objection. If no objections are filed within fourteen (14) calendar days of the date Debtor serves the Rejection Notice and Debtor and the counterparty to a Kit and Aircraft Contract have not reached agreement by January 15, 2024, to modify the Kit and Aircraft Contract in a manner acceptable to Debtor and the counterparty to the Kit and

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Aircraft Contract, Debtor shall submit to the Court a proposed order rejecting the applicable Kit and Aircraft Contracts (the “Rejection Order”), together with a statement that there were no timely objections to the proposed relief.

v. Unresolved Objections. If an objection to the rejection of any Kit and Aircraft Contract is timely filed and not withdrawn or resolved, Debtor shall file a notice for a hearing to consider the objection for the Kit and Aircraft Contract to which such objection relates. If such objection is overruled or withdrawn, such Kit and Aircraft Contract shall be rejected as of the Rejection Date set forth in the Rejection Notice or such other date to which Debtor and the counterparty to such Customer Contract have agreed, or as ordered by the Court.

3. Debtor shall comply with the procedural requirements of Bankruptcy 6006(f)(1), (2), and (5) when serving the Rejection Notice.

4. The requirements of Bankruptcy Rule 6006(f)(6) are hereby waived with respect to this Motion provided however, that Debtor shall serve separate Notices of Rejection with each such notice containing no more than 100 Kit and Aircraft Contract counterparties.

5. Approval of the Rejection Procedures and this Order will not prevent Debtor from seeking to reject a Kit and Aircraft Contract by separate motion.

6. As part of the Rejection Notice, Debtor shall inform the Kit and Aircraft Contract counterparties that in the event their contract is rejected, the deadline for filing a claim shall be the later of any applicable claims bar date established by the Court or 30 days after the Kit and Aircraft Contract is rejected.

7. Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice as such Motion and the requirements of Bankruptcy Rule 6004(a), to the extent applicable, and the Local Bankruptcy Rules are satisfied by such notice.

9. The requirements of Bankruptcy Rule 6006 are satisfied.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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11. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

#

I certify that I have complied with the requirements of LBR 9021-1(a).

Presented by:

TONKON TORP LLP

By _____
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