

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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:  
In re : Chapter 11  
:  
AEROCENTURY CORP., *et al.*, : Case No. 21-10636 (JTD)  
:  
Debtors.<sup>1</sup> : (Jointly Administered)  
:  
-----X Re: Docket Nos. 196, 216, 225 & 282

**NOTICE OF FILING OF PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND ORDER APPROVING AND CONFIRMING THE COMBINED DISCLOSURE  
STATEMENT AND JOINT CHAPTER 11 PLAN OF THE DEBTORS**

**PLEASE TAKE NOTICE** that, on June 22, 2021, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Combined Disclosure Statement and Joint Chapter 11 Plan of AeroCentury Corp., and Its Affiliated Debtors* [Docket No. 196], which was subsequently revised on June 12, 2021 [Docket No. 216], and further revised on July 14, 2021 [Docket No. 225] and August 26, 2021 [Docket No. 282] (as amended, modified, or supplemented from time to time, the “Combined Disclosure Statement and Plan”).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is a proposed form of order confirming the Combined Disclosure Statement and Plan (the “Proposed Confirmation Order”).

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors reserve the right to amend, modify, or otherwise supplement the Proposed Confirmation Order.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their federal employer identification number, are: AeroCentury Corp. (3974); JetFleet Holding Corp. (5342); and JetFleet Management Corp. (0929). The Debtors’ mailing address is 1440 Chapin Avenue, Suite 310, Burlingame, CA 94010.



Dated: August 26, 2021  
Wilmington, Delaware

/s/ Joseph M. Mulvihill

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Joseph M. Barry (No. 4221)

Ryan M. Bartley (No. 4985)

Joseph M. Mulvihill (No. 6061)

S. Alexander Faris (No. 6278)

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

1000 N. King Street

Rodney Square

Wilmington, Delaware 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

E-mails: jbarry@ycst.com

rbartley@ycst.com

jmulvihill@ycst.com

afaris@ycst.com

-and-

Lorenzo Marinuzzi (admitted *pro hac vice*)

Raff Ferraioli (admitted *pro hac vice*)

**MORRISON & FOERSTER LLP**

250 West 55th Street

New York, NY 10019-9601

Telephone: (212) 468-8000

Facsimile: (212) 468-7900

E-mails: lmarinuzzi@mofo.com

rferraioli@mofo.com

*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Confirmation Order**

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

In re:

AEROCENTURY CORP., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 21-10636 (JTD)

(Jointly Administered)

Re: Docket No. \_\_\_\_

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER  
APPROVING AND CONFIRMING THE COMBINED DISCLOSURE  
STATEMENT AND JOINT CHAPTER 11 PLAN OF THE DEBTORS**

Upon consideration of (i) the *Combined Disclosure Statement and Joint Chapter 11 Plan of AeroCentury Corp., and its Affiliated Debtors* attached hereto as **Exhibit A** (as amended, modified or supplemented, the “Combined Disclosure Statement and Plan” or the “Plan”),<sup>2</sup> (ii) the *Motion for Entry of an Order (I) Approving the Combined Disclosure Statement and Plan on an Interim Basis for Solicitation Purposes Only; (II) Establishing Solicitation and Tabulation Procedures; (III) Approving the Form of Ballot and Solicitation Materials; (IV) Establishing the Voting Record Date; (V) Fixing the Date, Time, and Place for the Combined Hearing and the Deadline for Filing Objections Thereto; and (VI) Granting Related Relief* [Docket No. 197] (the “Solicitation Motion”) filed by the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), (iii) the *Declaration of Chris Tigno in Support of Confirmation of the Combined Disclosure Statement and Joint Chapter 11 Plan of AeroCentury Corp., and its Affiliated Debtors* [Docket No. \_\_\_\_] (the “Tigno Declaration”), (iii) the *Declaration*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their federal employer identification number, are: AeroCentury Corp. (3974); JetFleet Holding Corp. (5342); and JetFleet Management Corp. (0929). The Debtors’ mailing address is 1440 Chapin Avenue, Suite 310, Burlingame, CA 94010.

<sup>2</sup> Capitalized terms not defined herein shall have the meaning provided to them in the Combined Disclosure Statement and Plan.

*of Adam Rosen in Support of Confirmation of the Combined Disclosure Statement and Joint Chapter 11 Plan of AeroCentury Corp., and its Affiliated Debtors* [Docket No. \_\_\_\_] (the “Rosen Declaration” and together with the Tigno Declaration, the “Confirmation Declarations”) (iv) the *Memorandum of Law in Support of Confirmation of the Combined Disclosure Statement and Joint Chapter 11 Plan of AeroCentury Corp., and its Affiliated Debtors* [Docket No. \_\_\_\_] (the “Confirmation Memorandum”), and (v) the *Declaration of Angela M. Nguyen With Respect to the Tabulation of Votes on the Combined Disclosure Statement and Joint Chapter 11 Plan of AeroCentury Corp., and its Affiliated Debtors* [Docket No. \_\_\_\_] (the “Voting Declaration”); and this Court, by order dated July 12, 2021 [Docket No. 222] (the “Interim Approval and Procedures Order”), having conditionally approved the Combined Disclosure Statement and Plan for solicitation purposes only, and authorized the Debtors to solicit acceptances for the Combined Disclosure Statement and Plan; and all objections and all reservations of rights that have not been withdrawn, waived, or settled pertaining to final approval and confirmation of the Combined Disclosure Statement and Plan having been overruled on the merits; and a hearing having been held on August 31, 2021, regarding final approval and confirmation of the Combined Disclosure Statement and Plan (the “Confirmation Hearing”); and upon the evidence adduced and proffered and the arguments of counsel made at the Confirmation Hearing; and this Court having reviewed all documents in connection with confirmation, and having heard all parties desiring to be heard with respect to confirmation; and upon the record compiled in the Chapter 11 Cases; and after due deliberation and consideration of all of the foregoing; and sufficient cause appearing therefor; this Court hereby makes the following:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 1334(a) and 157(1) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. Venue of these proceedings and the Chapter 11 Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and this Court may enter a final order hereon under Article III of the U.S. Constitution.

C. This Court takes judicial notice of the docket in the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before this Court during the Chapter 11 Cases, including, without limitation, the hearing on the Solicitation Motion and the Confirmation Hearing.

D. On June 22, 2021, the Debtors filed the initial version of the Combined Disclosure Statement and Plan [Docket No. 196]. On July 14, 2021, the Debtors filed the solicitation version of the Combined Disclosure Statement and Plan [Docket No. 225] (the "Solicitation Version"). The filing of the Combined Disclosure Statement and Plan satisfies Bankruptcy Rule 3016 and Local Rule 3017-2.

E. As evidenced by the *Certificate of Service* [Docket No. 237] and the *Supplemental Certificate of Service* [Docket No. 249] (the “Solicitation Certificates of Service”), on or before July 21, 2021, the Debtors caused the Ballots to be distributed as required by Bankruptcy Code Sections 1125 and 1126, Bankruptcy Rules 3017 and 3018, the Local Rules, all other applicable provisions of the Bankruptcy Code, the Interim Approval and Procedures Order, and all other rules, laws and regulations applicable to such solicitation. The Solicitation Packages were transmitted in accordance with the Interim Approval and Procedures Order. Sufficient time was provided for the Voting Class (as defined in the Interim Approval and Procedures Order) to vote to accept or reject the Combined Disclosure Statement and Plan. Such transmittal and service was adequate and sufficient under the circumstances and no other or further notice is or shall be required.

F. As evidenced by the Solicitation Certificates of Service, the Debtors have provided proper, adequate, and sufficient notice of the Combined Disclosure Statement and Plan and Confirmation Hearing, as required by Bankruptcy Rule 3017(d), to all Holders of Claims and Interests and all other parties in interest, and no other or further notice is or shall be required. Sufficient time was provided to all Holders of Claims and Interests and all other parties in interest to object to confirmation of the Combined Disclosure Statement and Plan.

G. The solicitation of acceptance or rejection of the Combined Disclosure Statement and Plan has been fair, properly conducted, in good faith, and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, the Interim Approval and Procedures Order, and all other rules, laws and regulations applicable to such solicitation.

H. The procedures by which the Ballots for acceptance or rejection of the Plan were distributed and tabulated, including as set forth in the Voting Declaration, under the circumstances of the Chapter 11 Cases were fair, properly conducted, and complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, applicable non-bankruptcy law, and the Interim Approval and Procedures Order. As more fully set forth in the Voting Declaration, Class 7 voted to accept the Plan.

I. Prior to the Confirmation Hearing, the Debtors filed the Plan Supplement. The Plan Supplement complies with the terms of the Plan, and the filing and notice of the Plan Supplement was, under the circumstances of the Chapter 11 Cases, appropriate and complied with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Interim Approval and Procedures Order, and no other or further notice is or shall be required. The Debtors are authorized to modify the Plan Supplement documents following entry of this Confirmation Order in a manner consistent with this Confirmation Order, the Plan, or applicable law.

J. The Combined Disclosure Statement and Plan complies with all of the applicable provisions of the Bankruptcy Code including, but not limited to: (i) the proper classification of Claims and Interests (Bankruptcy Code Sections 1122, 1123(a)(i)); (ii) the specification of Unimpaired Classes (Bankruptcy Code Section 1123(a)(2)); (iii) the specification of treatment of Impaired Classes (Bankruptcy Code Section 1123(a)(3)); (iv) the provision for the equal treatment of each Claim or Interest within a particular class (Bankruptcy Code Section 1123(a)(4)); (v) the provision for adequate and proper means of implementation (Bankruptcy Code Section 1123(a)(5)); (vi) the prohibition against the issuance of non-voting equity securities (Bankruptcy Code Section 1123(a)(6)); (vii) the manner of selection of the directors of the Reorganized Debtors (Bankruptcy Code Section 1123(a)(7)); and (viii) the inclusion of additional



Plan provisions permitted to effectuate and implement the transactions contemplated by the Combined Disclosure Statement and Plan and the Plan Sponsor Agreement (Bankruptcy Code Section 1123(b)). Thus, the Combined Disclosure Statement and Plan satisfies Bankruptcy Code Section 1129(a)(1).

K. Article IX of the Plan provides for the appointment a board of directors for the Reorganized Debtors, who will serve as fiduciaries of the Debtors' Estates and the Reorganized Debtors as provided for in the Combined Disclosure Statement Plan, and who shall be empowered to, among other things, implement the terms of the Combined Disclosure Statement and Plan and otherwise operate the Reorganized Debtors' business operations, in accordance with the terms of the Combined Disclosure Statement and Plan and this Confirmation Order. The foregoing is consistent with the interest of Holders of Claims and Interests and with public policy and therefore, section 1123(a)(7) of the Bankruptcy Code is satisfied.

L. The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class or sub-Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest. Thus, section 1123(a)(4) of the Bankruptcy Code is satisfied.

M. Based upon the representations and arguments of counsel to the Debtors and other interested parties with respect to Confirmation, all other testimony either actually given or proffered in connection with Confirmation, including, without limitation, the Voting Declaration, the Confirmation Declarations and the Confirmation Memorandum, other evidence introduced at the Confirmation Hearing, and the full record of the Chapter 11 Cases, this Confirmation Order constitutes this Court's approval of the Plan Sponsor Agreement, because, among other things: (a) the Plan Sponsor Agreement provides significant value to the Debtors' Estates, including

providing a recovery to Interests, continuing the operations of the reorganized Debtors, and enables the prompt and efficient exit from chapter 11, and absent such agreement, there is a substantial likelihood that significantly less value would be available for Allowed Claims and Interests; (b) each of the parties supporting the Plan Sponsor Agreement are represented by counsel; (c) the Plan Sponsor Agreement is the product of significant arm's-length bargaining and good faith negotiations among sophisticated parties; and (d) the Plan Sponsor Agreement is in the best interests of the Debtors, their Estates, Holders of Claims and Interests, and other parties-in-interest, and is fair, equitable, and reasonable.

N. This Court has jurisdiction under 28 U.S.C. §§1334(a) and (b), and the *Amended Standing Order of Reference* dated as of February 29, 2012, from the United States District Court, to approve the releases and exculpations set forth in Article XIV of the Combined Disclosure Statement and Plan, and the related injunctions and discharges provided for therein. Bankruptcy Code Section 105(a) permits approval of such releases, exculpations, discharge, and injunctions because, as has been established here, based upon the record in the Chapter 11 Cases and the evidence presented at or in connection with the Confirmation Hearing, such provisions set forth in Article XIV of the Combined Disclosure Statement and Plan are: (i) within the jurisdiction of the Bankruptcy Court as set forth above; (ii) an appropriate exercise of the Debtors' business judgment; (iii) given in exchange for the good and valuable consideration provided by the Debtor Released Parties and the Third-Party Released Parties (collectively, the "Released Parties"); (iv) a good faith settlement and compromise of the claims and causes of action released by Article XIV of the Combined Disclosure Statement and Plan; (v) integral to the Plan Sponsor Agreement, and therefore essential to the formulation and implementation of the Plan; (iv) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due

notice and an opportunity to object and be heard with respect thereto, as the Combined Disclosure Statement and Plan, the Confirmation Hearing Notice, and the Ballots each unambiguously state that (a) the Plan contains certain release, exculpation, discharge, and injunction provisions, and (b) affected parties may object to such release, exculpation, and injunction provisions; (viii) are consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code and applicable law; and (ix) a bar to any Entity asserting any claim or cause of action released or exculpated by Article XIV of the Combined Disclosure Statement and Plan, including a bar to any of the Releasing Parties asserting any released claims or causes of action against any of the Third-Party Released Parties, as and to the extent provided for in the Plan and this Confirmation Order.

O. The releases in Section 14.1(c) of the Plan are consensual as they pertain to the Releasing Parties because they are given and made after due notice and an opportunity to object and be heard with respect thereto, as the Combined Disclosure Statement and Plan, the Confirmation Hearing Notice, and the Ballots each unambiguously state that (a) the Plan contains such releases, (b) affected parties may object to such releases, and (c) the Release Opt-Election may be exercised as provided for in the Plan.

P. In accordance with Bankruptcy Rule 3016(a), the Combined Disclosure Statement and Plan is dated and identifies the Debtors as the proponents thereof.

Q. As required by Bankruptcy Code Section 1129(a)(2), the Debtors, as proponents of the Combined Disclosure Statement and Plan, have complied with the Bankruptcy Code, Bankruptcy Rules, Local Rules, Interim Approval and Procedures Order, and all other rules, laws and regulations applicable to such solicitation. The Debtors are proper debtors under

Bankruptcy Code Section 109 and proper proponents of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code Section 1121(a).

R. The Combined Disclosure Statement and Plan has been proposed in good faith and in compliance with applicable provisions of the Bankruptcy Code, and not by any means forbidden by law, thus satisfying Bankruptcy Code Section 1129(a)(3).

S. Any payments made or promised by the Debtors for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Combined Disclosure Statement and Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to approval of this Court as reasonable, thus satisfying Bankruptcy Code Section 1129(a)(4).

T. The identity of, and the terms of the proposed compensation to be paid to, the directors of the Reorganized Debtors is consistent with the interests of Holders of Claims and Interests and with public policy and thus, the Combined Disclosure Statement and Plan satisfies Bankruptcy Code Section 1129(a)(5).

U. The provisions of Bankruptcy Code Section 1129(a)(6) are inapplicable to the Chapter 11 Cases.

V. As evidenced by the Combined Disclosure Statement and Plan and the Voting Declaration and established at the Confirmation Hearing, each holder of a Claim or Interest in each Impaired Class has either accepted the Combined Disclosure Statement and Plan, or will receive or retain under the Combined Disclosure Statement and Plan property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors liquidated under Chapter 7 of the Bankruptcy Code on such date. Thus, the Combined Disclosure Statement and Plan satisfies Bankruptcy Code Section 1129(a)(7).

W. As evidenced by the Voting Declaration, Class 7 has voted to accept the Combined Disclosure Statement and Plan. Classes 1 through 6 are not Impaired under the Combined Disclosure Statement and Plan and are, therefore, deemed to have accepted the Combined Disclosure Statement and Plan under Bankruptcy Code Section 1126(f), thus satisfying Bankruptcy Code Section 1129(a)(8). Accordingly, all Classes of Claims and Interests have voted to accept the Plan or are deemed to accept the Plan.

X. Except to the extent that the Holder of a particular Claim has agreed to a different treatment of such Claim, the treatment of Claims under the Combined Disclosure Statement and Plan of the type specified in Bankruptcy Code Sections 507(a)(1) and 507(a)(3) – 507(a)(8), if any, complies with the provisions of Bankruptcy Code Section 1129(a)(9).

Y. Class 7 is Impaired and has accepted the Combined Disclosure Statement and Plan, determined without including any acceptances of the Combined Disclosure Statement and Plan by any insider. Thus, the Combined Disclosure Statement and Plan satisfies Bankruptcy Code Section 1129(a)(10).

Z. The Combined Disclosure Statement and Plan and the evidence adduced at the Confirmation Hearing, including the Confirmation Declarations, are (i) persuasive and credible, made in good faith, and have utilized reasonable and appropriate methodologies and assumptions; (ii) have not been controverted by other evidence; and establish that the Reorganized Debtors will be solvent as of the Effective Date after giving effect to the Restructuring Transactions, there is reasonable assurance of the Combined Disclosure Statement and Plan's prospects for success and confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the debtors, and thus, the Plan is feasible within the meaning of section 1129(a)(11) of the Bankruptcy Code.

AA. All fees payable on or before the Effective Date, pursuant to United States Code title 28 section 1930, shall be paid in full in Cash by the Debtors on or before the Effective Date. All fees payable after the Effective Date shall be paid in full in cash by the Reorganized Debtors until the cases are converted, dismissed, or closed, whichever occurs first. Notwithstanding anything to the contrary in the Plan, the U.S. Trustee shall not be required to file a request for allowance of any Administrative Claims on account of such fees.

BB. No Debtor offered “retiree benefits,” as that term is used in the Bankruptcy Code, was required to pay a domestic support obligation, or is an individual. Accordingly, Bankruptcy Code Sections 1129(a)(13)–(15) are inapplicable.

CC. The Debtors are moneyed, business, or commercial corporations. Accordingly, Bankruptcy Code Section 1129(a)(16) is inapplicable.

DD. No other chapter 11 plan has been moved for confirmation.

EE. The primary purpose of the Combined Disclosure Statement and Plan is not the avoidance of taxes or the requirements of Section 5 of the Securities Act of 1933.

FF. The Debtors and their officers, directors, employees, advisors, professionals, other agents, and the Plan Sponsor have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code, and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Interim Approval and Procedures Order, in connection with all of their respective activities relating to the solicitation of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and they are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the injunction, discharge, exculpation, and release provisions set forth in Article XIV of the Plan and in this Confirmation Order to the extent provided in the Plan and this Confirmation Order.

GG. The transactions contemplated pursuant to the Combined Disclosure Statement and Plan, including those contemplated by the Plan Sponsor Agreement, the merger of JetFleet Management into JetFleet Holdings, and the Restructuring Transactions, are essential elements of the Combined Disclosure Statement and Plan, proposed in good faith, critical to the Combined Disclosure Statement and Plan, and in the best interests of the Debtors, their Estates, all Holders of Claims and Interests, and all other parties in interest. All of the documents to be executed and delivered in connection with such transactions were negotiated and proposed, and will be or have been entered into, in good faith, without collusion, and from arm's-length bargaining positions. All such documents are, or will be, valid, binding, and enforceable agreements.

HH. The conditions to the occurrence of the Effective Date in Article XIII of the Combined Disclosure Statement and Plan are reasonably likely to be satisfied or waived in accordance with the Combined Disclosure Statement and Plan.

II. The Debtors have satisfied any and all regulatory approvals and consents required to effectuate the transactions contemplated by the Plan Sponsor Agreement and the Plan, including, but not limited to, the approval of the Combined Disclosure Statement and Plan (which contemplates the issuance and sale of shares of common stock by AeroCentury Corp. to the Plan Sponsor, as set forth in the Plan Sponsor Agreement) by holders of a majority of the outstanding shares of common stock of AeroCentury Corp. by way of the Ballots.

JJ. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, Section XII(a) provides for the assumption, assumption and assignment, or rejection of certain Executory Contracts. On the Effective Date, except as otherwise provided herein or in the Plan Supplement, each of the Executory Contracts not previously

assumed, or assumed and assigned, as applicable in accordance with the Plan or an Order of the Bankruptcy Court, or rejected pursuant to an order of the Bankruptcy Court will be deemed assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code except any Executory Contract (1) identified in the Plan Supplement as an Executory contract to be assumed and assigned or rejected, (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

KK. The Debtors, as proponents of the Combined Disclosure Statement and Plan, have met their burden of proving the elements of Bankruptcy Code Sections 1129(a) and (b) by a preponderance of the evidence, which is the applicable evidentiary standard. This Court also finds that the Debtors have satisfied the elements of Bankruptcy Code Sections 1129(a) and (b) under the clear and convincing standard of proof.

LL. Any modifications to the Solicitation Version, as reflected in the Combined Plan and Disclosure Statement attached hereto as **Exhibit A**, comply with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules. The filing of the modifications and the description of them on the record at the Confirmation Hearing constitutes due and sufficient notice thereof under the circumstances of the Chapter 11 Cases. Such modifications are either not material or do not adversely change the treatment of any Holders of Claims and Interests, do not require resolicitation of the Voting Class, and are approved pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019. No Holder of Claim that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of such modifications. As a result of the foregoing, the Combined Disclosure Statement and Plan satisfies all applicable confirmation requirements.



MM. This Court properly may retain jurisdiction over the matters set forth in Article XV of the Combined Disclosure Statement and Plan.

NN. Under the circumstances, it is appropriate that the 14-day stay imposed by Bankruptcy Rules 3020(e) and 7062(a) be waived.

**ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED AS FOLLOWS:**

1. The Combined Disclosure Statement and Plan is approved and confirmed on a final basis pursuant to Bankruptcy Code Section 1129; *provided, however*, that, if there is any conflict between the terms of the Combined Disclosure Statement and Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. The terms of the Combined Disclosure Statement and Plan are incorporated by reference into, and are an integral part of, this Confirmation Order. Any objections to final approval and confirmation of the Combined Disclosure Statement and Plan, or any reservations of rights thereto, to the extent not withdrawn, waived, or resolved herein, are hereby overruled and denied on the merits.

2. The Combined Disclosure Statement and Plan is approved on a final basis as containing adequate information within the meaning of Bankruptcy Code Section 1125, and any objections to the adequacy of the information contained in the Combined Disclosure Statement and Plan not withdrawn, waived, or resolved herein are hereby overruled and denied on the merits.

3. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, upon the Effective Date, all settlements and compromises set forth in the Plan are approved in all respects, and constitute good faith compromises and settlements. Further, all documents, agreements and instruments evidencing and implementing the Plan Sponsor Agreement are

approved. The Debtors are authorized to execute and deliver such documents, agreements and instruments and to effectuate the Plan Sponsor Agreement.

4. Subject to the provisions of the Combined Disclosure Statement and Plan, in accordance with Bankruptcy Code Section 1141(a), and notwithstanding any otherwise applicable law, upon the occurrence of the Effective Date, the terms of the Combined Disclosure Statement and Plan and this Confirmation Order shall be immediately binding upon, and inure to the benefit of: (i) the Debtors; (ii) the Reorganized Debtors; (iii) any and all Holders of Claims or Interests (irrespective of whether any of such Claims or Interests are Impaired under the Combined Disclosure Statement and Plan or whether the Holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Combined Disclosure Statement and Plan, or whether such Holders filed a proof of claim or interest in the Chapter 11 Cases); (iv) any other Entity giving, acquiring or receiving property under the Combined Disclosure Statement and Plan; (v) any and all non-Debtor Parties to any Executory Contract; and (vi) the respective Affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, successors or assigns, if any, or any Entity claiming by, through or in the right of such Entity, of any of the foregoing. On the Effective Date, except as otherwise set forth in the Combined Disclosure Statement and Plan: (i) all settlements, compromises, releases, waivers, discharges, exculpations and injunctions set forth in the Combined Disclosure Statement and Plan shall be effective and binding on all Entities as provided for in the Combined Disclosure Statement and Plan and this Confirmation Order; and (ii) pursuant to Bankruptcy Code Sections 1141(b) and (c), all Assets of the Debtors (including, but not limited to, the Retained Causes of Action) shall vest in the Reorganized Debtors, in accordance with the Combined Disclosure Statement and Plan, on a free and clear basis as provided in the Combined Disclosure Statement and Plan.

5. The Combined Disclosure Statement and Plan shall not become effective unless and until the conditions set forth in Section 13.1 of the Combined Disclosure Statement and Plan have been satisfied or waived pursuant to Section 13.3 thereof.

6. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan, or who are conclusively presumed to have accepted the Plan, are deemed to accept the Plan.

7. The Plan's classification scheme is approved. The classifications set forth on the Ballots: (i) were set forth solely for purposes of voting to accept or reject the Plan; (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes; (iii) may not be relied upon by any Holder of an Interest as representing the actual classification of such Interest under the Plan for distribution purposes; and (iv) shall not be binding on the Debtors, the Estates and Reorganized Debtors except for Plan voting purposes.

8. Except as expressly provided in the Plan, the Plan Sponsor Agreement, the Plan Supplement, or this Confirmation Order, and unless sold or transferred pursuant to the Asset Sales, or otherwise waived, relinquished, exculpated, resolved, released, compromised or settled pursuant to the Plan or an order of the Bankruptcy Court: (i) in accordance with Section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors shall retain all Retained Causes of Action and nothing contained in the Plan, the Plan Supplement, or this Confirmation Order shall be deemed a release, waiver or relinquishment of any such Retained Causes of Action; and (ii) the Reorganized Debtors shall have, retain, reserve and be entitled to assert all such Retained Causes of Action as fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claims or Interests that are not specifically waived or

relinquished by the Plan, this Confirmation Order, or any Final Order (including settlement or other agreements authorized thereby) may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced. The Reorganized Debtors may pursue and/or litigate one or more Preference Actions in accordance with the Plan and this Confirmation Order.

9. Unless a Retained Cause of Action against a Holder or other person or Entity is expressly waived, relinquished, released, compromised or settled in the Plan, the Plan Sponsor Agreement, or any Final Order (including this Confirmation Order and including settlement or other agreements authorized by any Final Order), or otherwise sold or transferred pursuant to the Asset Sales, the Debtors, the Estates and the Reorganized Debtors expressly reserve such Retained Cause of Action for later adjudication by the Reorganized Debtors, including, without limitation, Retained Causes of Action of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist. Therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches or the like shall apply to such Retained Causes of Action upon or after the entry of this Confirmation Order or Effective Date based on the Combined Disclosure Statement and Plan or this Confirmation Order, except where such Retained Causes of Action have been expressly waived, relinquished, released, compromised or settled in the Plan, the Noteholder Settlement, this Confirmation Order, or any Final Order of the Bankruptcy Court or, following the Effective Date, in a written agreement duly executed by the Reorganized Debtors, which agreement, by its terms, is not subject to Bankruptcy Court approval.

10. The Debtors and the Reorganized Debtors, as applicable, are authorized to take or cause to be taken all corporate or other actions necessary or appropriate to implement all provisions of, and to consummate, the Plan and to execute, enter into or otherwise make effective all documents arising in connection therewith, including the Plan Sponsor Agreement.

11. On the Effective Date, the officers of the Debtors and the Reorganized Debtors are authorized to do all things and to execute and deliver all agreements, documents, instruments, notices, and certificates as are contemplated by the Plan and to take all necessary or appropriate actions required in connection therewith, in the name of and on behalf of the Debtors and the Reorganized Debtors, as applicable.

12. The approvals and authorizations specifically set forth in this Confirmation Order are not intended to limit the authority of the Debtors or the Reorganized Debtors to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan or this Confirmation Order.

13. The Reorganized Debtors are hereby authorized to make Distributions after the Effective Date in accordance with this Confirmation Order and the Combined Disclosure Statement and Plan.

14. The Plan Supplement, and each of the documents therein, including, but not limited to, the Plan Sponsor Agreement, substantially in the forms filed with the Plan Supplement, are hereby authorized and approved. The failure to specifically reference any particular provision set forth in the Plan Sponsor Agreement in this Confirmation Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Plan Sponsor Agreement, and all other agreements or arrangements entered into by the Plan Sponsor and the Debtors in

connection with the Plan Sponsor Agreement, and each and every provision, term, and condition thereof be authorized and approved in their entirety.

15. The appointment of the directors of the Reorganized Debtors, as set forth in the Plan Supplement, are hereby approved. Such directors shall have such rights, powers, and duties and shall receive such compensation as is provided for in the Combined Disclosure Statement and Plan, the Plan Supplement, this Confirmation Order, and the Plan Sponsor Agreement.

16. On the Effective Date, all executory contracts and unexpired leases of the Debtors that have not been assumed, assumed and assigned, or rejected, prior to the Effective Date, or are not subject to a motion to assume or reject Filed before the Effective Date, shall be deemed assumed pursuant to this Confirmation Order, effective as of the Effective Date.

17. **Any Creditor asserting a rejection damage claim arising from a rejection pursuant to the Plan shall File a proof of Claim with the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC, within thirty (30) days of the Effective Date, and shall also serve such proof of claim upon the Reorganized Debtors. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to this Plan that is not timely filed shall be forever disallowed and barred. The Reorganized Debtors retain the right to object to any rejection damage claim prior to the Claim Objection Deadline.**

18. **All objections to Claims (other than (i) Administrative Claims and (ii) Professional Fee Claims, which Professional Fee Claims shall be governed by Section 6.1(c) of the Plan, shall be Filed by the Reorganized Debtors on or before 180 days after the Effective Date, which date may be extended by the Bankruptcy Court upon a motion filed**

by the Reorganized Debtors on or before the Claim Objection Deadline with notice only to those parties entitled to notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the filing of such motion. The Filing of a motion to extend the Claim Objection Deadline shall automatically extend the Claim Objection Deadline until a final order is entered by the Bankruptcy Court. In the event that such a motion to extend the Claim Objection Deadline is denied the Claim Objection Deadline shall be the later of the then-current Claim Objection Deadline (as previously extended, if applicable) or thirty (30) days after entry of a Final Order denying the motion to extend the Claim Objection Deadline.

19. Unless required to be filed by an earlier date by another order of this Court, any Holder of an Administrative Claim that arose after the Petition Date, but prior to the Effective Date, other than a Professional Fee Claim or a claim for U.S. Trustee Fees, must file with this Court and serve on (i) the Reorganized Debtors and its counsel, (ii) the U.S. Trustee, and (iii) all parties requesting notice pursuant to Bankruptcy Rule 2002, a request for payment of such Administrative Claim so as to be received by the Final Administrative Claim Bar Date, which shall be 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after the Effective Date Notice is filed and served. Such request must include at a minimum: (i) the name of the Debtor(s) that are purported to be liable for the Administrative Claim; (ii) the name of the Holder of the Administrative Claim; (iii) the amount of the Administrative Claim; (iv) the basis of the Administrative Claim; and (v) all supporting documentation for the Administrative Claim. Any Administrative Claim that is not timely filed as set forth above will be forever barred, and holders of such Administrative Claims will not be able to assert such Claims in any manner against the Reorganized Debtors,

the Debtors, their Estates, or their respective successors or assigns or their respective property.

20. Unless required to be filed by an earlier date by another order of this Court, all Professional Fee Claims must be filed with this Court and served on (i) the Reorganized Debtors and their counsel (to the extent filed after the Effective Date), and (ii) the U.S. Trustee, so as to be received by the Professional Fee Claims Bar Date, which shall be the date that is thirty (30) days after the Effective Date Notice is filed and served. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of this Court in the Chapter 11 Cases, this Court shall determine the Allowed amounts of such Professional Fee Claims. Any request for payment of a Professional Fee Claim that is not timely filed as set forth above will be forever barred, and holders of such Professional Fee Claims will not be able to assert such Claims in any manner against the Reorganized Debtors, the Debtors, or their Estates, or their respective successors or assigns or their respective property.

21. As of the Effective Date, all Interests of Debtor AeroCentury Corp. in Debtor JetFleet Management Corp. shall be deemed cancelled, and the Holders thereof shall not receive or retain any property, interest in property or consideration under the Plan on account of such Interests.

22. As of the Effective Date, Debtor JetFleet Management Corp. shall be deemed to have merged into Debtor JetFleet Holding Corp. without the need for any further actions by the Debtors or Reorganized Debtors, as applicable, or without the need for any other state, governmental, or regulatory approvals. The Reorganized Debtors are authorized to take all appropriate and necessary actions to dissolve, wind up, or merge out of existence JetFleet



Management Corp. under applicable law, including to adopt and file all appropriate and necessary certificates, documents, articles and instruments under applicable law, and to take all other actions on behalf of JetFleet Management Corp. to implement the provisions of the Plan and this Confirmation Order, including to implement the Restructuring Transactions.

23. Any insurance policies of the Debtors in which the Debtors are or were insured parties (including any policies covering directors' or officers' conduct), and any related insurance agreement, shall be treated in accordance with Section 16.10 of the Plan.

24. As of the Effective Date, the engagement of each Professional retained by the Debtors, including, without limitation, Young Conaway Stargatt & Taylor, LLP as counsel for the Debtors, shall be terminated. Nothing herein shall prevent any of the Professionals retained by the Debtors from being compensated for actual and necessary fees and expenses incurred for work relating to preparation, filing, prosecuting and objecting to Professional Fee Claims that would have also been compensable prior to the Effective Date.

25. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any State or any other governmental authority with respect to the implementation or consummation of the Combined Disclosure Statement and Plan. Each federal, state, commonwealth, local, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Combined Disclosure Statement and Plan and this Confirmation Order.

26. The Debtors are hereby authorized to execute, deliver, file or record such documents, contracts, instruments, releases, and other agreements, and to take such other actions, as may be necessary or appropriate to effectuate, implement, or further evidence the terms and

conditions of the Combined Disclosure Statement and Plan. On and after the Effective Date, the Reorganized Debtors are authorized and empowered to issue, execute, file, and deliver or record such documents, contracts, instruments, releases, and other agreements in the name of and on behalf of the Debtors.

27. Pursuant to Bankruptcy Code Section 1146(a), any transfers of property under the Combined Disclosure Statement and Plan shall not be subject to any stamp tax or similar tax. Upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax and may accept for filing and recordation this Confirmation Order without the payment of any such tax, recordation fee, or governmental assessment.

28. This Court hereby retains jurisdiction of the Chapter 11 Cases and all matters arising under, out of, or related to the Chapter 11 Cases and the Combined Disclosure Statement and Plan (i) as provided for in Article XV of the Combined Disclosure Statement and Plan, (ii) as provided for in this Confirmation Order, and (iii) for the purposes set forth in Bankruptcy Code Sections 1127 and 1142.

29. The release, exculpation, discharge, injunction, and indemnification provisions contained in the Combined Disclosure Statement and Plan including, without limitation, those set forth in Article XIV of the Combined Disclosure Statement and Plan, are expressly incorporated into this Confirmation Order as if set forth in full, and are hereby authorized and approved and shall be effective and binding on all persons or entities, to the extent provided therein.

30. No Entity holding a Claim or Interest against the Debtors may receive any payment from, or seek recourse against, any assets that are to be distributed under the Combined

Disclosure Statement and Plan other than assets required to be distributed to that Entity under the Combined Disclosure Statement and Plan. All parties are precluded from asserting against any property to be distributed under the Combined Disclosure Statement and Plan any Claims, rights, Causes of Action, liabilities, or Interests based upon any act, omission, transaction, or other activity that occurred before the Effective Date except as expressly provided in the Combined Disclosure Statement and Plan or this Confirmation Order. Except as otherwise expressly provided for in the Combined Disclosure Statement and Plan or in obligations issued pursuant to the Combined Disclosure Statement and Plan, all Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Interest, from: (i) commencing or continuing in any manner any action or other proceeding of any kind against any of the Estates, the Reorganized Debtors, their successors and assigns, and any of their assets and properties; (ii) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Estate, the Reorganized Debtors, their successors and assigns, and any of their assets and properties; (iii) creating, perfecting or enforcing any encumbrance of any kind against any Estate, the Reorganized Debtors, their successors and assigns, and any of their assets and properties; (iv) asserting any right of setoff or subrogation of any kind against any obligation due from any Estate, the Reorganized Debtors or their successors and assigns, or against any of their assets and properties, except to the extent a right to setoff or subrogation is asserted with respect to a timely filed proof of Claim; or (v) commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim or Interest or Cause of Action released under Article XIV of the Combined Disclosure Statement and Plan. All injunctions or stays provided for in the Chapter 11 Cases under Bankruptcy Code sections 105 or 362, or otherwise, and in

existence on the Confirmation Date, shall remain in full force and effect until the closing of the Chapter 11 Cases.

31. All issuances of securities under the Plan and the Plan Sponsor Agreement, including, but not limited to, Debtor AeroCentury Corp.'s issuance of new common stock to the Plan Sponsor, are hereby authorized and approved. The amendment and restatement of the certificate of incorporation and bylaws of Debtor AeroCentury Corp. are hereby authorized and approved. The amendment and restatement of the articles of incorporation and bylaws of Debtor JetFleet Holding Corp. are hereby authorized and approved. The issuance and sale of shares of common stock, Series A Preferred Stock and Series B Preferred Stock by Debtor JetFleet Holding Corp., as contemplated by the Plan Sponsor Agreement, are hereby authorized and approved.

32. The Distribution Record Date for Class 7 Interests shall be ten (10) business days after the Effective Date.

33. Notwithstanding anything in the Plan, Sections 7.8 and 10.10 of the Plan shall not apply to the Prepetition Loan Claims.

34. Except with respect to Article 14 of the Plan, in the event that the Bankruptcy Court later determines that any provision of the Plan would render an Unimpaired Claim as Impaired, such provision shall not apply to the Unimpaired Claim.

35. The failure to reference or discuss any particular provision of the Combined Disclosure Statement and Plan in this Confirmation Order shall have no effect on the validity, binding effect and enforceability of such provision and such provision shall have the same validity, binding effect and enforceability as every other provision of the Combined Disclosure Statement and Plan.

36. The provisions of Federal Rule of Civil Procedure 62, as applicable pursuant to Bankruptcy Rule 7062, and Bankruptcy Rule 3020(e) shall not apply to this Confirmation Order. The period in which an appeal with respect to this Confirmation Order must be filed shall commence immediately upon the entry of this Confirmation Order.

37. Pursuant to Bankruptcy Rule 2002(f)(7) and 3020(c), the Reorganized Debtors shall serve the Effective Date Notice, substantially in the form attached hereto as **Exhibit B**, in accordance with Section 13.2 of the Combined Disclosure Statement and Plan, no later than three (3) Business Days after the Effective Date. The Effective Date Notice is hereby approved.

38. All governance activities of a Debtor shall be exercised by the Reorganized Debtors in accordance with the Combined Plan and Disclosure Statement, the Plan Sponsor Agreement, and this Confirmation Order, and the Reorganized Debtors shall be authorized and empowered to take or cause to be taken all actions necessary or appropriate to implement and consummate the Plan in accordance with the Combined Plan and Disclosure Statement, the Plan Sponsor Agreement, and this Confirmation Order.

39. Subject to the occurrence of the Effective Date, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, 8001 or otherwise, immediately upon the entry of this Confirmation Order, the terms of the Combined Disclosure Statement and Plan and this Confirmation Order shall be, and hereby are, immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all other Holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Combined Disclosure Statement and Plan or whether the Holders of such Claims or Interests accepted, were deemed to have accepted, rejected or were deemed to have rejected the Combined Disclosure Statement and Plan, or whether such Holders filed a proof of claim or interest in the Chapter 11

Cases), any trustees or examiners appointed in the Chapter 11 Cases, all Entities that are party to or subject to the settlements, compromises, releases, discharges, injunctions, stays and exculpations described in the Combined Disclosure Statement and Plan or herein, each Entity acquiring property under the Combined Disclosure Statement and Plan, any and all non-Debtor parties to Executory Contracts, and the respective heirs, executors, administrators, successors or assigns, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any, or any Entity claiming by, through or in the right of such Entity, of any of the foregoing.

40. The Debtors are authorized to consummate the Combined Disclosure Statement and Plan at any time after the entry of the Confirmation Order, subject to satisfaction or waiver of the conditions precedent to the occurrence of the Effective Date as set forth in Article XIII of the Combined Disclosure Statement and Plan. On the Effective Date and the commencement of Distributions under the Combined Disclosure Statement and Plan, the Plan shall be deemed to be substantially consummated within the meaning in Bankruptcy Code Section 1101 and pursuant to Bankruptcy Code Section 1127(b).

**Exhibit A**

**The Combined Disclosure Statement and Plan**

**Exhibit B**

**Effective Date Notice**



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

In re:

AEROCENTURY CORP., *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 21-10636 (JTD)

(Jointly Administered)

Re: Docket No. \_\_\_\_

**NOTICE OF (I) ENTRY OF CONFIRMATION ORDER,  
(II) OCCURRENCE OF EFFECTIVE DATE, AND (III) RELATED BAR DATES**

**TO: ALL PARTIES IN INTEREST**

**PLEASE TAKE NOTICE THAT:**

**Confirmation of Plan.** On [\_\_\_\_], the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered its *Findings of Fact, Conclusions of Law and Order Approving and Confirming the Combined Disclosure Statement and Joint Chapter 11 Plan of AeroCentury Corp., and its Affiliated Debtors* [Docket No. \_\_\_\_] (the “**Confirmation Order**”). Unless otherwise defined herein, capitalized terms used in this Notice shall have the meanings ascribed to such terms in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of the AeroCentury Corp., and its Affiliated Debtors* [Docket No. \_\_\_\_] (the “**Plan**”).<sup>2</sup> Copies of the Confirmation Order and the Plan may be obtained by accessing <http://www.kccllc.net/aerocentury>.

**Effective Date.** The Effective Date of the Plan occurred on [\_\_\_\_]. Each of the conditions precedent to consummation of the Plan enumerated in Section 13.1 of the Plan have been satisfied and/or waived as provided in Section 13.3 of the Plan.

**Distribution Record Date.** The date for determining the Holders of Class 7 Interests entitled to receive Distributions pursuant to the Plan shall be [\_\_\_\_].

**Release, Exculpation, and Injunction.** Pursuant to the Confirmation Order, the release, injunction, and exculpation provisions in Article XIV of the Plan are now in full force and effect.

**Bar Date for Administrative Expense Claims.** In accordance with Section 6.1 of the Plan, unless required to be filed by an earlier date by another order of this Court, any Holder of an Administrative Claim that arose after the Petition Date, but prior to the Effective Date, other than a Professional Fee Claim or a claim for U.S. Trustee Fees, must file with this Court and serve on

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their federal employer identification number, are: AeroCentury Corp. (3974); JetFleet Holding Corp. (5342); and JetFleet Management Corp. (0929). The Debtors’ mailing address is 1440 Chapin Avenue, Suite 310, Burlingame, CA 94010.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and the Confirmation Order, as applicable.

(i) the Reorganized Debtors and their counsel, (ii) the U.S. Trustee, and (iii) all parties requesting notice pursuant to Bankruptcy Rule 2002, a request for payment of such Administrative Claim so as to be received by **4:00 p.m. (ET)** on [\_\_\_\_\_] (the “**Administrative Claims Bar Date**”). Such request must include at a minimum: (i) the name of the Debtor(s) that are purported to be liable for the Administrative Claim; (ii) the name of the Holder of the Administrative Claim; (iii) the amount of the Administrative Claim; (iv) the basis of the Administrative Claim; and (v) all supporting documentation for the Administrative Claim. Any Administrative Claim that is not timely filed as set forth above will be forever barred, and holders of such Administrative Claims will not be able to assert such Claims in any manner against the Reorganized Debtors, the Debtors, their Estates, or their respective successors or assigns or their respective property.

**Bar Date for Professional Fee Claims.** In accordance with the Section 6.1 of the Plan, Professionals asserting Professional Fee Claims for services rendered by Professionals in connection with the Chapter 11 Cases from the Petition Date through and including the Effective Date must File an application for allowance and payment of such Professional Fee Claim no later than **5:00 p.m. (ET)** on [\_\_\_\_\_] (the “**Professional Fee Claims Bar Date**”). Objections to any applications of Retained Professionals must be filed by no later than twenty-one (21) days after service of the applicable final application for allowance and payment of Professional Fee Claims.

**Bar Date for Rejection Damages.** Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, Section XII(a) of the Plan provides for the assumption, assumption and assignment, or rejection of certain Executory Contracts. On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, each of the Executory Contracts not previously assumed, or assumed and assigned as applicable in accordance with the Plan or rejected pursuant to an order of the Bankruptcy Court will be deemed assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code except any Executory Contract (1) identified in the Plan Supplement as an Executory contract to be rejected, (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code). Any and all Claims arising from the rejection of Executory Contracts under the Plan (the “**Rejection Damage Claims**”) must be filed and served on the Reorganized Debtors **no later than [\_\_\_\_\_]** (the “**Rejection Claims Bar Date**”), *provided*, that the foregoing deadline shall apply only to Executory Contracts that are rejected automatically by operation of Article XII of the Plan. Holders of Rejection Damage Claims that are required to File and serve a request for such payment of Rejection Damage Claims that do not file and serve such a request by the Rejection Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Rejection Damage Claims against the Debtors, the Reorganized Debtors, or their respective property. Subject to further order of the Bankruptcy Court, any requests for payment of Rejection Damage Claims that are not properly Filed and served by the Rejection Claims Bar Date shall not appear on the Claims Register and shall be disallowed automatically without the need for further action by the Debtors or the Reorganized Debtors, or further order of the Bankruptcy Court.