

UNITED STATES BANKRUPTCY COURT Southern District of New York		VOLUNTARY PETITION
Name of Debtor (if individual, enter Last, First, Middle): Arkansas Aerospace, Inc.		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): See Rider 1		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 71-0447496		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2400 Grundfest Drive Little Rock, Arkansas <div style="text-align: right;">ZIP CODE 72202</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: Pulaski County		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right;">ZIP CODE</div>		
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Aviation	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 </div> <div> <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding </div> </div>
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box.) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." </div> <div> <input checked="" type="checkbox"/> Debts are primarily business debts. </div> </div>
Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (<i>amount subject to adjustment on 4/01/13 and every three years thereafter</i>). ----- Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors on a consolidated basis <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> 1-49</div> <div><input type="checkbox"/> 50-99</div> <div><input type="checkbox"/> 100-199</div> <div><input type="checkbox"/> 200-999</div> <div><input type="checkbox"/> 1,000-5,000</div> <div><input type="checkbox"/> 5,001-10,000</div> <div><input type="checkbox"/> 10,001-25,000</div> <div><input checked="" type="checkbox"/> 25,001-50,000</div> <div><input type="checkbox"/> 50,001-100,000</div> <div><input type="checkbox"/> Over 100,000</div> </div>		
Estimated Assets on a consolidated basis <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input checked="" type="checkbox"/> More than \$1 billion</div> </div>		
Estimated Liabilities on a consolidated basis <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input checked="" type="checkbox"/> More than \$1 billion</div> </div>		

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		<div style="font-size: 1.2em; font-weight: bold;">Pg 2 of 95</div>		Name of Debtor(s): Arkansas Aerospace, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)					
Location Where Filed:		Case Number:		Date Filed:	
Location Where Filed:		Case Number:		Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)					
Name of Debtor: <div style="text-align: center;">See Rider 2</div>		Case Number:		Date Filed:	
District: Southern District of New York		Relationship:		Judge:	

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X _____
 Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box.)

☐ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☒ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes.)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

 (Name of landlord that obtained judgment)

 (Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Pg 3 of 95	Name of Debtor(s): Arkansas Aerospace, Inc.
Signatures			
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>		
<p style="text-align: center;">Signature of Attorney*</p> <p>X <u>/s/ Paul M. Basta</u> Signature of Attorney for Debtor(s) <u>Paul M. Basta</u> Printed Name of Attorney for Debtor(s) <u>Kirkland & Ellis LLP</u> Firm Name <u>601 Lexington Avenue</u> <u>New York, New York 10022-4611</u> Address <u>(212) 446-4800</u> Telephone Number <u>05/03/2012</u> Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>		
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ KJ Tjon</u> Signature of Authorized Individual <u>KJ Tjon</u> Printed Name of Authorized Individual <u>Authorized Signatory</u> Title of Authorized Individual <u>05/03/2012</u> Date</p>			

Rider 1

All Other Names Used by the Debtor in the Last 8 Years

- Hawker Beechcraft Corporation
- Raytheon Corporate Jets
- Raytheon Aircraft Company
- Arkansas Modification Center, Inc.

Rider 2

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Hawker Beechcraft, Inc.

1. Hawker Beechcraft, Inc.
2. Arkansas Aerospace, Inc.
3. Beech Aircraft Corporation
4. Beechcraft Aviation Company
5. Hawker Beechcraft Acquisition Company, LLC
6. Hawker Beechcraft Corporation
7. Hawker Beechcraft Defense Company, LLC
8. Hawker Beechcraft Finance Corporation
9. Hawker Beechcraft Global Customer Support Corporation
10. Hawker Beechcraft Holding, Inc.
11. Hawker Beechcraft International Delivery Corporation
12. Hawker Beechcraft International Holding LLC
13. Hawker Beechcraft International Service Company
14. Hawker Beechcraft Notes Company
15. Hawker Beechcraft Quality Support Company
16. Hawker Beechcraft Regional Offices, Inc.
17. HBC, LLC
18. Rapid Aircraft Parts Inventory and Distribution Company, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
HAWKER BEECHCRAFT, INC., <u>et al.</u> , ¹)	Case No. 12-_____ (____)
)	
Debtors.)	(Joint Administration Requested)
)	

**CONSOLIDATED LIST OF CREDITORS
HOLDING THE TOP 50 LARGEST UNSECURED CLAIMS**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. The following is the consolidated list of the Debtors’ creditors holding the 50 largest unsecured claims (the “Consolidated List”) based on the Debtors’ books and records as of approximately April 30, 2012. The Consolidated List is prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in the chapter 11 cases. The Consolidated List does not include (1) persons who come within the definition of “insider” set forth in 11 U.S.C. § 101(31) or (2) secured creditors. None of these creditors are minor children. The information contained herein shall neither constitute an admission of liability by, nor is it binding on, the Debtors. The information herein, including the failure of the Debtors to list any claim as contingent, unliquidated, or disputed, does not constitute a waiver of the Debtors’ right to contest the validity, priority, or amount of any claim.

¹ The Debtors in the chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Hawker Beechcraft, Inc. (2598); Arkansas Aerospace, Inc. (7496); Beech Aircraft Corporation (0487); Beechcraft Aviation Company (3548); Hawker Beechcraft Acquisition Company, LLC (8770); Hawker Beechcraft Corporation (5770); Hawker Beechcraft Defense Company, LLC (5891); Hawker Beechcraft Finance Corporation (8763); Hawker Beechcraft Global Customer Support Corporation (7338); Hawker Beechcraft Holding, Inc. (6044); Hawker Beechcraft International Delivery Corporation (6640); Hawker Beechcraft International Holding LLC (6757); Hawker Beechcraft International Service Company (9173); Hawker Beechcraft Notes Company (0498); Hawker Beechcraft Quality Support Company (7800); Hawker Beechcraft Regional Offices, Inc. (3889); HBC, LLC (N/A); and Rapid Aircraft Parts Inventory and Distribution Company, LLC (N/A). The location of the Debtors’ corporate headquarters and the Debtors’ service address is: 10511 East Central, Wichita, Kansas 67206.

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
1.	Pension Benefit Guarantee Corporation	Pension Benefit Guarantee Corporation Attn: Office Of The Chief Counsel 1200 K St N W Ste 340 Washington, DC 20005-4026 United States	Pension Benefit	Contingent	Unliquidated
2.	Deutsche Bank National Trust Company	Deutsche Bank National Trust Company Attn: Victoria Douyon Administrative Agent Senior Pik Election Notes 222 South Riverside Plaza, 25th Floor Chicago, IL 60606 United States Phone: 312-537-8126 Fax: 312-537-1009 Email: victoria.douyon@db.com	Unsecured Notes		\$318,300,000
3.	Deutsche Bank National Trust Company	Deutsche Bank National Trust Company Attn: Victoria Douyon Administrative Agent Senior Notes 222 South Riverside Plaza, 25Th Floor Chicago, IL 60606 United States Phone: 312-537-8126 Fax: 312-537-1009 Email: victoria.douyon@db.com	Unsecured Notes		\$191,900,000
4.	Deutsche Bank National Trust Company	Deutsche Bank National Trust Company Attn: Victoria Douyon Administrative Agent Subordinated Notes 222 South Riverside Plaza, 25Th Floor Chicago, IL 60606 United States Phone: 312-537-8126 Fax: 312-537-1009 Email: victoria.douyon@db.com	Unsecured Notes		\$153,400,000

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
5.	Export Development Canada	Export Development Canada Attn: Shawn Mitchell - Principal 150 Slater Ottawa, ON K1A 1K3 Canada Phone: 613-598-3027 Fax: 613-598-3811	Unsecured Notes		\$59,600,000
6.	Rockwell Collins Inc	Rockwell Collins Inc Attn: Clay Jones - Chief Executive Officer 400 Collins Rd NE Cedar Rapid, LA 82498 United States Fax: 319-295-4941	Trade Payable		\$21,578,703
7.	Honeywell International Inc	Honeywell International Inc Attn: Tim Mahoney - Chief Executive Officer Aerospace 111 S. 34Th Str Phoenix, AZ 85034 United States Phone: 877-841-2840	Trade Payable		\$12,271,215
8.	Pt Lion Mentari	Pt Lion Mentari Attn: Rusdi Kirana - President Director Lion Air Tower, 8Th Floor Jln. Gajah Mada No. 7 Jakarta Pusat, 10130 Indonesia Phone: +65-9652-7108 Email: Rusdi.Kirana@Lionair.Com.Sg	Customer Deposit		\$10,000,000

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
9.	Nigerian Presidential Air Wing	Nigerian Presidential Air Wing Attn: Mr. Ma Yakubu - Group Captain Nnamdi Azikiwe International Airport Presidential Air Fleet Abuja Nigeria Phone: +234 8052088048 Email: Maminuyana@Yahoo.Com	Customer Deposit		\$9,000,000
10.	IBM Corp	IBM Corp Attn: Dave Miller - Managing Partner, Americas And Global Industrial Sector New Orchard Road Armonk, NY 10504 United States Phone: 704-609-2980 Email: David.E.Miller@Us.Ibm.Com	Trade Payable		\$8,221,075
11.	Perfectura Naval Argentina	Perfectura Naval Argentina Attn: Majo Lezama - Major Aeropuerto Internatcional De San Fernando Hangar De Pna Ruta 202 Esquina Balcarce Buenos Aires, San Fernando, 1646 Argentina Phone: (54114)714-3777 Fax: 541147142442 Email: Majo_Lezama@Aerobaires.Com.Ar	Customer Deposit		\$7,782,446

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
12.	Airbus Operations Limited	Airbus Operations Limited Attn: Soeren Fischer - Vice President Diversification Programme 1 Rond-Point Maurice Bellonte 31707 Blagnac Cedex France Phone: +33 (0) 5 61 18 58 41 Email: Soeren.Fischer@Airbus.Com)	Trade Payable		\$7,591,839
13.	Madis Management	Madis Management Attn: Mr. Vladimir Ann - Chief Executive Officer Morgan And Morgan Building Pasea Estate P.O. Box 958 Road Town, Tortola, Virgin Islands (British) Phone: 77011115802 Email: Anvv1968@Mail.Ru	Customer Deposit		\$7,000,000
14.	Aernnova Aerospace Mexico Sa De Cv	Aernnova Aerospace Mexico Sa De Cv Attn: Inaki Lopez Gandasegui - Chief Executive Officer Av Benito Juarez No109 Piq Queretaro, 76220 Mexico Phone: +34-913-827-844 Fax: 00 52 442 240 93 54 Email: Luis.Perez@Aernnova.Com	Trade Payable		\$6,656,419

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
15.	Fuji Heavy Industries Ltd	Fuji Heavy Industries Ltd Attn: Shoichiro Tozuka - Vice President 101011 Yonan Utsunomiya Tochigi, 3208564 Japan Phone: 81-907-710-9658 Fax: (03) 3347-2338 Email: Tozukas@Uae.Subaru-Fhi.Co.Jp	Trade Payable		\$6,173,372
16.	Flightsafety Services Corp	Flightsafety Services Corp Attn: Bruce Whitman - President & Chief Executive Officer La Guardia Airport Flushing, NY 11371 United States Phone: 718-565-4112 Fax: 303-783-8557	Trade Payable		\$6,129,904
17.	Avion Pacific Limited	Avion Pacific Limited Attn: Wu Zhendong - Managing Director Room 1501, 15/F Wanchai Commercial Building 194-204 Johnston Road Wanchai Hong Kong Phone: 86 755 2667 0729 Fax: +86 755 266 70729 Email: Bei@Avionpacific.Com	Customer Deposit		\$5,800,366
18.	Labinal De Mexico	Labinal De Mexico Attn: Karen Bomba - Chief Executive Officer 12120 Esther Lama Dr El Paso, TX 79936 United States Phone: 915-860-0701 Email: Karen.Bomba@Us.Labinal.Com	Trade Payable		\$5,484,664

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
19.	Inter Aviation	Inter Aviation Attn: Ms. Olivia Ticleanu - Counsellor 1-3 Verii Street 3rd Floor - Et 3 Room 303, Sector 2 Bucharest, 20723 Romania Phone: 40212101020 Fax: 40212104805 Email: Olivia@Interagro.Ro	Customer Deposit		\$5,000,000
20.	Corporate Aircraft S.A.	Corporate Aircraft S.A. Palazzo Del Sole Roveredo, 6535 Switzerland Phone: 41796829066 Fax: 41918350254 Email: T.Letourneur@Corporate-Aircraft.Com	Customer Deposit		\$4,922,165
21.	L3 Communications	L3 Communications Attn: Donald Spetter - Chief Executive Officer 555 Industrial Drive South Madison, IL 39110 United States Phone: 847-259-0740 Fax: 847-660-1811 Email: Edi.Info@L-3Com.Com	Trade Payable		\$4,761,392

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
22.	Hawker Pacific Pty. Ltd.	Hawker Pacific Pty. Ltd. Attn: Tony Jones - Senior Vice President 112 Airport Avenue Bankstown Airport Sydney, NSW, 2200 Australia Phone: 61 2 97018 8546 Fax: +61 2 9708 8697 Email: Tony.Jones@Hawkerpacific.Com	Customer Deposit		\$4,220,978
23.	Genuine Parts Company	Genuine Parts Company Attn: Scott Smith - Senior Vice President & Corporate Counsel 2999 Circle 75 Parkway Atlanta, GA 30339 United States Phone: 770-953-1700 Fax: 7709562211 Email: Wbrown1945@Bellsouth.Net	Customer Deposit		\$4,000,000
24.	IQ Navigator Inc	IQ Navigator Inc Attn: Art Knapp - Evp Global Service Delivery 6465 Greenwood Plaza Blvd Suite 800 Centennial , CO 80111 United States Phone: 303-563-1613 Fax: 303-563-1650 Email: Aknapp@Iqnavigator.Com	Trade Payable		\$3,970,400
25.	Messier Dowty Inc	Messier Dowty Inc Attn: Bryan Teed - President 574 Monarch Ave Ajax, ON L1S2GB Canada Phone: 905-683-3100	Trade Payable		\$3,933,968

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
26.	Lider Taxi Aero S.A. Air Brazil	Lider Taxi Aero S.A. Air Brazil Attn: Eduardo Vaz - President Av. Santa Rosa, 123 Pampulha Belo Horizonte, Minas, 31270-750 Brazil Phone: 55 31 3490 4550 Fax: 553134904588 Email: Eduardo.Vaz@Lideraviacao.Com.Br	Customer Deposit		\$3,872,333
27.	Netjets Middle East/Nasjets	Netjets Middle East/Nasjets Attn: Mr. Salaiman Al Hamdan - Chief Executive Officer Po Box 305161 1St Floor Al Salam Center Prince Muhammad Ibn Abdulaziz (Tahliya) Street Olaya, Riyadh, 11361 Saudi Arabia Phone: +966 (01)2171800 Fax: +966 (01)2171830 Email: Salhamdan@Nasaviation.Com	Customer Deposit		\$3,649,329
28.	Computer Sciences Corporation	Computer Sciences Corporation Attn: Pete Wiese - Director 1520 Hughes Way Long Beach, CA 90810 United States Phone: 316-676-5588 Fax: +1.703.876.1000 Email: Kwiese@Csc.Com	Trade Payable		\$3,557,136

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
29.	Martin Baker Aircraft Co Ltd	Martin Baker Aircraft Co Ltd Attn: J.W. Martin - Chief Executive Officer Lower Road Higher Denham Uxbridge, Middlesex, UB9 5AJ United Kingdom Phone: +44 011-44 189-583-6508 Fax: 814-262-9556	Trade Payable		\$3,386,542
30.	Cmc Electronics Inc	Cmc Electronics Inc Attn: Greg Yeldon - President 600 Dr. Federik-Phillips Blvd Ville Saint-Laurent Quebec, H4M259 Canada Phone: 514-748-3119 Fax: 514-748-3100	Trade Payable		\$3,244,410
31.	Spirit Aerosystems Europe Limited	Spirit Aerosystems Europe Limited Attn: Scott Mckarty - Vice President Glasgow Prestwick Airport Prestwick Ayrshire Prestwick Ayrshire, Scotland, KA9 2RW United Kingdom Phone: +44 129 267 2147	Trade Payable		\$2,761,492
32.	Colentra Leasing Enterprises Ltd	Colentra Leasing Enterprises Ltd Attn: Mr. Viktor Lebed - Chairman 30 Karpenisiou Nicosia, Cyprus Phone: 35725580490 Fax: 357.255.804.90 Email: Colentra@Spidernet.Com.Cy	Customer Deposit		\$2,149,008

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
33.	Itochu Aviation Inc	Itochu Aviation Inc Attn: Claire Hanna - Sr. Manager Suite 2200, 222 N. Sepulveda El Segundo, CA 90245 United States Phone: 316-688-5115 Fax: 316.655.9368 Email: Nobu@Iaj.Co.Jp	Customer Deposit		\$2,102,685
34.	Be Aerospace Consumables Management	Be Aerospace Consumables Management Attn: Wayne Exton - Group Vice President 9100 Northwest 105Th Circle Miami, FL 33178 United States Phone: 305-459-7105 Fax: 305.459.7191 Email: Wayne_Exton@Beaerospace.Com	Trade Payable		\$1,633,602
35.	Airviaggi San Raffaele S.R.l.	Airviaggi San Raffaele S.R.l. Attn: Dr. Mario Cal - President Via Olgettina North 60 Milan, 20132 Italy Phone: +49 02 2643 2643 Fax: 011-8609125	Customer Deposit		\$1,530,000
36.	Fokker Elmo Bv	Fokker Elmo Bv Attn: Adriaan Leyte - President Postbus 75 Hoogerheide, Noord-Holland, 4630 AB Netherlands Phone: 31-0164-617-768 Fax: 31-164-61-77-00	Trade Payable		\$1,523,251

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
37.	Dassault Systemes Americas Corp	Dassault Systemes Americas Corp Attn: Bob Waddell - 10330 David Taylor Rd Charlotte, NC 28262 United States Phone: 704-236-1426 Email: Robert.Waddell@3Ds.Com	Trade Payable		\$1,513,231
38.	North Slope Borough	North Slope Borough P.O. Box 69 Barrow, AK 99723	Customer Deposit		\$1,504,851
39.	Satyam Computer Services LTD	Satyam Computer Services LTD Attn: C. P. Gurnani - Chief Executive Officer Unit-12, Plot No. 35/36 Hyderabad, Andhra Pradesh, 500 081 India Phone: +91-40-3063-6363 Fax: +91-40-4022-4122	Trade Payable		\$1,493,149
40.	Global Parts Inc	Global Parts Inc Attn: Troy T. Palmer - Chief Executive Officer 901 Industrial Rd Augusta, KS 67010 United States Phone: 316-733-9240 Fax: 316-462-0500 Email: Roypalmer@Globalparts.Aero	Trade Payable		\$1,475,531
41.	The Highland Consulting Group Inc	The Highland Consulting Group Inc 933 South Talbot Street Suite 15 Saint Michaels, MD 21663 United States	Trade Payable		\$1,343,533

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
42.	Aviaservice International, N.V.	Aviaservice International, N.V. Attn: Istvan (Steve) Von Fedak - Excutive Vice President Pareraweg 45 Americorp Building Willemstad, Curacao, Netherlands Phone: 599 9 4343500 Fax: 582129754939 Email: Lvfedak@Gmail.Com	Customer Deposit		\$1,328,830
43.	Hamilton Sundstrand Corporation	Hamilton Sundstrand Corporation Attn: Michael Dumais - President 1 Hamilton Rd. Windsor Lock, CT 6095 United States Phone: 860-654-6000	Trade Payable		\$1,208,116
44.	Am Castle & Co	Am Castle & Co Attn: James Callan - President 1420 Kensington Rd Ste 220 Oak Brook, IL 60523 United States Phone: 847-349-2246 Fax: 847-455-0587	Trade Payable		\$1,206,874
45.	Aircell Inc.	Aircell Inc. Attn: Ronald Lemay - Chief Executive Officer 1172 W Century Dr Louisville , CO 80027 United States Phone: (303) 379-0234	Trade Payable		\$1,179,695

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
46.	Pilatus Aircraft Ltd	Pilatus Aircraft Ltd Attn: Oskar Bruendler - Senior Vice President, Special Projects, Audit & Compliance P.O. Box 992 Stans, 6371 Switzerland Phone: +41 41 619 66 40 Fax: +41 41 619 73 36 Email: Obruendler@Pilatus-Aircraft.Com	Trade Payable		\$1,174,024
47.	CE Machine Co Inc	CE Machine Co Inc Attn: Brian Eck - Chief Executive Officer 1741 S. Hoover Ct Wichita, KS 67209 United States Phone: 316-942-0411 Fax: 316-942-0011 Email: Brian@Cemachine.Com	Trade Payable		\$1,162,452
48.	Air Routing Card Services LP	Air Routing Card Services LP Attn: Clay Jones - Chief Executive Officer 400 Collins Rd NE Cedar Rapid, LA 82498 United States Fax: 319-295-4941	Trade Payable		\$1,143,463
49.	Topstone Investment Corp	Topstone Investment Corp Attn: Adriana Porto Dias - Whitehall House - 238 North Church Street - 3Rd Fl Po Box 1334-Ky-1-1108 George Town Grand Cayman, Cayman Islands Phone: 55 559130843038 Email: Adrianadiaz@Hpd.Com.Br	Customer Deposit		\$1,031,650

	Name of Creditor	Complete mailing address, and employee, agents, or department familiar with claim	Nature of claim (trade debt, bank loan, government contracts, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to set off	Amount of claim (if secured, also state value of security)
50.	Himalyaputra Aviation Limited	Himalyaputra Aviation Limited Attn: Sankalp Garg - Sector 128, District Gautam Budh Nagar Uttar Pradesh, 201304 India Phone: +91 120 460 9000 Fax: +91 120 460 9783	Customer Deposit		\$1,000,000

**DECLARATION UNDER PENALTY
OF PERJURY ON BEHALF OF CORPORATION**

Pursuant to 28 U.S.C. § 1746, I, KJ Tjon, the duly qualified and authorized signatory of Hawker Beechcraft, Inc. declare under penalty of perjury that I have reviewed the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims and that it is true and correct to the best of my information and belief.

Dated: May 3, 2012

/s/ KJ Tjon

KJ Tjon

Authorized Signatory

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

ARKANSAS AEROSPACE, INC.,

Debtor.

)
) Chapter 11
)
) Case No. 12-_____ (____)
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Arkansas Aerospace, Inc.	Hawker Beechcraft Corporation	10511 East Central Wichita, Kansas 67206	100%

DECLARATION UNDER PENALTY OF PERJURY

I, KJ Tjon, the undersigned authorized signatory of Arkansas Aerospace, Inc., named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list of equity security holders and that it is true and correct to the best of my information and belief.

Dated: May 3, 2012

/s/ KJ Tjon

KJ Tjon

Authorized Signatory

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

ARKANSAS AEROSPACE, INC.,

Debtor.

)
) Chapter 11
)
) Case No. 12-_____ (____)
)
)
)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 1007-3 of the Local Bankruptcy Rules for the Southern District of New York, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Hawker Beechcraft Corporation	100%

DECLARATION UNDER PENALTY OF PERJURY

I, KJ Tjon, the undersigned authorized signatory of Arkansas Aerospace, Inc., the debtor in this case, declare under penalty of perjury that I have read the foregoing corporate ownership statement and that it is true and correct to the best of my information and belief.

Dated: May 3, 2012

/s/ KJ Tjon

KJ Tjon

Authorized Signatory

OMNIBUS

SECRETARY'S CERTIFICATE

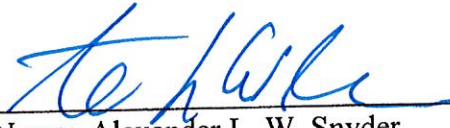
May 3, 2012

The undersigned, Alexander L. W. Snyder, hereby certifies (in his capacity as an officer of each of the Companies (defined below) and not in a personal/individual capacity) that he is the duly appointed and qualified Secretary of each of the companies listed on Schedule 1 attached hereto (each, a “Company” and collectively, the “Companies”) and that he makes this secretary’s certificate on behalf of each of the Companies in connection with the voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code and the Debtor-In-Possession Credit Agreement (the “Credit Agreement”), dated as of the date hereof, by and among Hawker Beechcraft Acquisition Company, LLC, Hawker Beechcraft, Inc. (“Holdings”), the Subsidiaries of Holdings listed on the signature pages thereto and each other Subsidiary of Holdings that from, time to time, becomes a party thereto, the Lenders (as defined in Article I of the Credit Agreement), the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch and the other parties from time to time party thereto, and further certifies (in his capacity as an officer of each Company and not in a personal/individual capacity) as of the date hereof as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the resolutions duly adopted by the board of directors, members or managers of each of the Companies, as applicable (the “Authorizing Authority”), as of the date set forth therein and such resolutions (i) have not been modified, rescinded or amended, (ii) are in full force and effect in the form adopted by such Authorizing Authority and attached hereto, and (iii) constitute the only resolutions adopted by the Authorizing Authority directly related to such matters.

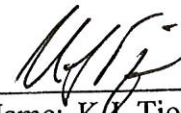
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IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first written above.

By: 
Name: Alexander L. W. Snyder
Title: Secretary

I, K.J. Tjon, as Chief Financial Officer of each of the Companies, do hereby certify on behalf of each of the Companies that Alexander L. W. Snyder is the duly elected or appointed, qualified and acting Secretary of each of the Companies and that the signature set forth above is the genuine signature of such person.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first written above.

By: 
Name: K.J. Tjon
Title: Chief Financial Officer

Schedule 1

1. Hawker Beechcraft Holding, Inc., a Kansas corporation
2. Hawker Beechcraft Regional Offices, Inc., a Kansas corporation
3. Hawker Beechcraft International Delivery Corporation, a Kansas corporation
4. Hawker Beechcraft Notes Company, a Delaware corporation
5. Beechcraft Aviation Company, a Kansas corporation
6. Hawker Beechcraft Finance Corporation, a Delaware corporation
7. Hawker Beechcraft Corporation, a Kansas corporation
8. Hawker Beechcraft Global Customer Support Corporation, a Kansas corporation
9. Hawker Beechcraft Quality Support Company, a Kansas corporation
10. Arkansas Aerospace, Inc., an Arkansas corporation
11. Beech Aircraft Corporation, an Arkansas corporation
12. Hawker Beechcraft International Service Company, a Kansas corporation

EXHIBIT A

Resolutions

Attached.

**OMNIBUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the respective Board of Directors (each, a “Board”) of each corporation listed on Schedule A hereto (collectively, the “Companies” and each individually, a “Company”), in lieu of holding a special meeting of each Board, hereby take the following actions and adopt the following resolutions on behalf of each Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company’s business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the “Restructuring Support Agreement”), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company’s affiliates, collectively, the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the “Authorized Officers”), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute and file

all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices, assignments, petitions, motions and documents as may be reasonably requested by the Lender;

and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of

the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;


RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

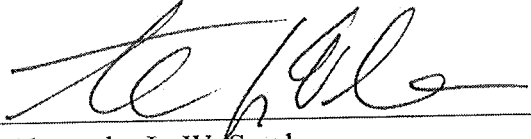
RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.


The actions taken by this consent shall have the same force and effect as if taken at a special meeting of each Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of each Company as of the first date written above.



K.J. Tjon

Alexander L. W. Snyder

Gina E. Vascinec

Schedule A
List of Companies

1. Beechcraft Aviation Company, a Kansas corporation
2. Hawker Beechcraft Holding, Inc., a Kansas corporation

HAWKER BEECHCRAFT REGIONAL OFFICES, INC.

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Hawker Beechcraft Regional Offices, Inc., a Kansas corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following action and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute and file

all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices, assignments, petitions, motions and documents as may be reasonably requested by the Lender;

and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of

the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

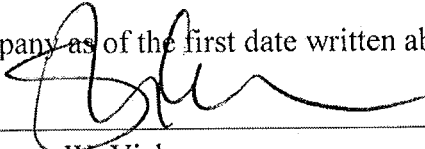
RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

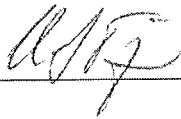
RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.


* * * * *

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.



Shawn W. Vick

K.J. Tjon

Alexander L. W. Snyder

Gina E. Vascinec

HAWKER BEECHCRAFT INTERNATIONAL DELIVERY CORPORATION

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Hawker Beechcraft International Delivery Corporation, a Kansas corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby takes the following actions and adopts the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute and file

all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices, assignments, petitions, motions and documents as may be reasonably requested by the Lender;

and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of

the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

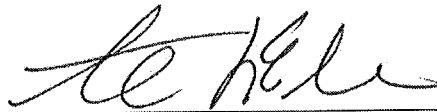
* * * * *

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.

K.J. Tjon



Alexander L. W. Snyder



Ted Farid



**OMNIBUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the Board of Directors (each, a "Board"), of (i) Hawker Beechcraft Notes Company, a Delaware corporation ("HBNC") and (ii) Hawker Beechcraft Finance Corporation, a Delaware corporation ("HBFC") and together with HBNC, the "Companies" and each individually, a "Company"), in lieu of holding a special meeting of the Board, hereby take the following actions and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the

Company (collectively, the “Authorized Officers”), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company’s business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company’s performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company’s rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company’s rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company’s rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company’s rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are

hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession,

to take such actions and negotiate or cause to be prepared and negotiated and to execute and file all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices,

assignments, petitions, motions and documents as may be reasonably requested by the Lender; and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their

designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;


RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of each Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

* * * * *


IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.



K.J. Tjon



Alexander L. W. Snyder



Gina E. Vascinec

HAWKER BEECHCRAFT CORPORATION

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Hawker Beechcraft Corporation, a Kansas corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following action and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute and file

all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices, assignments, petitions, motions and documents as may be reasonably requested by the Lender;

and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of

the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

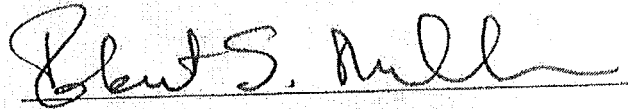
RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.



Robert S. Miller

W. W. Boisture, Jr.

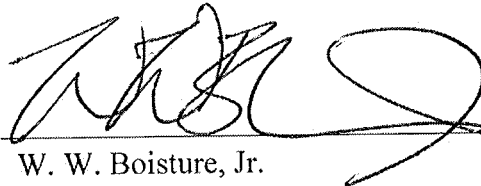
K.J. Tjon

Shawn W. Vick

Alexander L. W. Snyder

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.

Robert S. Miller



W. W. Boisture, Jr.

K.J. Tjon

Shawn W. Vick

Alexander L. W. Snyder

HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT CORPORATION

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Hawker Beechcraft Global Customer Support Corporation, a Kansas corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following action and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute and file

all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices, assignments, petitions, motions and documents as may be reasonably requested by the Lender;

and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of

the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

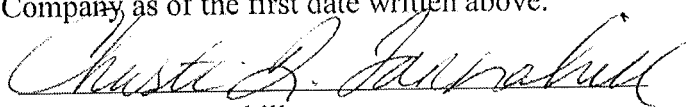
RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and


RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

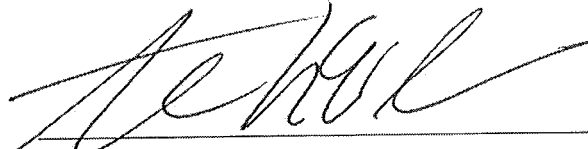
The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

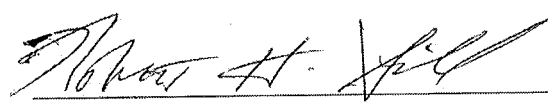
* * * * *

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.


Christi R. Tannahill


K.J. Tjon


Alexander L. W. Snyder


Robert H. Sill

HAWKER BEECHCRAFT QUALITY SUPPORT COMPANY
UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Hawker Beechcraft Quality Support Company, a Kansas corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following action and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute and file

all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices, assignments, petitions, motions and documents as may be reasonably requested by the Lender;

and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of

the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

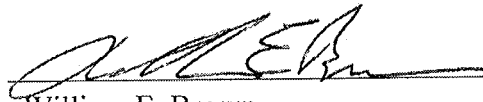
RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

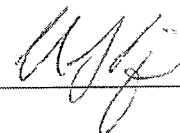
The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

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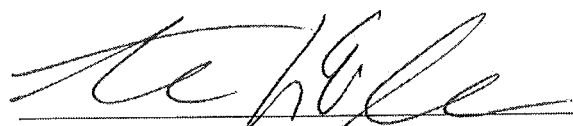
IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.



William E. Brown



K.J. Tjon



Alexander L. W. Snyder

ARKANSAS AEROSPACE, INC.

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Arkansas Aerospace, Inc., an Arkansas corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following actions and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Ark. Code Ann. Section 4-27-821:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Company, as debtor and debtor-in-possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Board to: (a) undertake any and all transactions contemplated in the Debtor-In-Possession Credit Agreement (as may be amended, supplemented or modified from time to time, together with the exhibits, schedules and annexes thereto, the "DIP Credit Agreement"; capitalized terms used in this paragraph but not otherwise defined have the meanings ascribed to them in the DIP Credit Agreement), among Hawker Beechcraft, Inc. ("Holdings"), Hawker Beechcraft Acquisition Company, LLC (the "Borrower"), the Subsidiaries of Holdings listed on the signature pages thereto and debtors-in-possession under Chapter 11 of the Bankruptcy Code and each other Subsidiary of Holdings that, from time to time, becomes a party thereto, the Lenders party thereto, the Issuing Bank named therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Agent"), and the other parties from time to time party thereto, on substantially the terms and subject to the conditions described at this meeting and as set forth in the DIP Credit Agreement or as may hereafter be fixed or authorized by the Board or the Authorized Officers; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions" and each such transaction a "Financing Transaction") with such lenders and on such terms as may be approved by any one or more of the Authorized Officers, as reasonably necessary for the continuing conduct of the affairs of the Company; (c) finalize the DIP Credit Agreement, Financing Transactions and term sheets, consistent in all material respect with those that have been presented to and reviewed by the Board; and (d) pay related fees and grant security interests in and liens upon some, all or substantially all of the Company's assets, as may be deemed necessary by any one or more of the Authorized Officers in connection with such borrowings;

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute and file

all such instruments and documents and "Loan Documents" (as defined in the DIP Credit Agreement) (collectively, the "DIP Loan Documents"), and other agreements, certificates, contracts, bonds, documents, disclosure documents, instruments, receipts, petitions, motions or other papers, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Credit Agreement and DIP Loan Documents, which determination shall be conclusively evidenced by his or their execution or delivery thereof, and to the extent any such payments have been made to date, any and all such payments are hereby ratified, approved and confirmed in all respects;

RESOLVED FURTHER, that the form, terms and provisions of the DIP Credit Agreement and each of the other DIP Loan Documents, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and that any Authorized Officers or other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver and to execute and file each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees), acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered or to execute and file under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings, petitions, motions and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver and to execute and file (a) the DIP Loan Documents and such agreements (including, without limitation, security agreements, mortgages and guarantees), certificates, instruments, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other instruments, certificates, notices, assignments, petitions, motions and documents as may be reasonably requested by the Lender;

and (c) such forms of deposit and securities account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Documents; and to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Loan Documents and the Financing Documents;

RESOLVED FURTHER, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the Lender to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the Lender may reasonably request to perfect the security interests of the Lender on behalf of itself and the other secured parties under the DIP Loan Documents;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement or any of the other DIP Loan Documents or any of the Financing Documents, and to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, which shall in their sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that the Company will obtain benefits from the incurrence of the loans under the DIP Credit Agreement by the Borrower and the occurrence and consummation of the Financing Transactions under the DIP Loan Documents and the transactions under the Financing Documents, which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of

the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;


RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

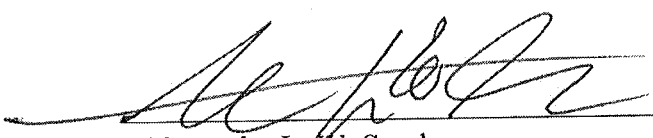
RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.



K.J. Tjon

Alexander L. W. Snyder

BEECH AIRCRAFT CORPORATION

WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Beech Aircraft Corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following actions and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and


ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. “.pdf”, or “.tif”) transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

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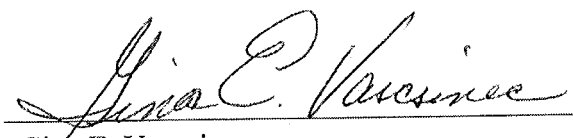
IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.



K.J. Tjon



Alexander L. W. Snyder



Gina E. Vascinec

HAWKER BEECHCRAFT INTERNATIONAL SERVICE COMPANY

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS**

May 3, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Hawker Beechcraft International Service Company, a Kansas corporation (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following action and adopt the following resolutions on behalf of the Company by unanimous written consent pursuant to Section 17-6301 of the Kansas General Corporation Code:

WHEREAS, the Board considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Company and fully consider each of the strategic alternatives available to the Company;

WHEREAS, in connection with the Chapter 11 Cases (as defined herein), the Company has negotiated a restructuring support agreement, in form and substance generally similar to that certain Restructuring Support Agreement (the "Restructuring Support Agreement"), dated May 3, 2012, by and among Hawker Beechcraft, Inc., certain of its domestic subsidiaries, the Consenting Senior Secured Lenders, and the Consenting Senior Noteholders (as such terms are defined in the Restructuring Support Agreement);

WHEREAS, the Board desires to approve the following resolutions.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company shall be and hereby is authorized and directed to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED FURTHER, that Chief Executive Officer, Chief Financial Officer, General Counsel, President, any Vice President, Treasurer, Secretary, or any other officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and

file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business;

RESOLVED FURTHER, that the Board authorizes the Authorized Officers to take all actions (including, without limitation, to negotiate and execute any agreements, documents and certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Chapter 11 Cases and that the Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP and its affiliated entity Kirkland & Ellis International LLP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Perella Weinberg Partners LP as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Perella Weinberg Partners LP;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC as restructuring advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Alvarez & Marsal North America, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, and balloting agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate

retainers and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals and to take and perform any and all further acts and deeds that the Authorized Officers deem necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to use in connection with the Company's Chapter 11 Cases any cash collateral, with or without the consent or support of any counterparties to any agreement or order related to any such cash collateral, including agreement(s) that may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as the Authorized Officers approve, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such agreements, certificates, instruments and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that all members of the Board of the Company have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and

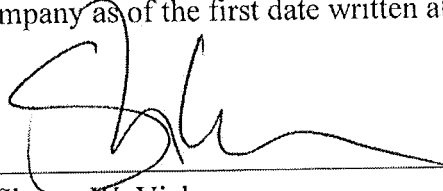
ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

RESOLVED FURTHER, that the Authorized Officers be and hereby are authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member or managing member of each direct subsidiary of the Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to any DIP Loan Documents (including affidavits, notices, reaffirmations and amendments and restatements of existing documents) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

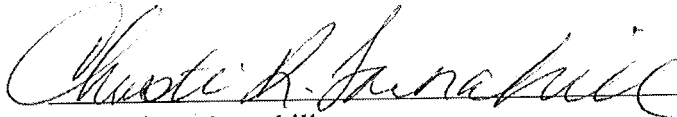
The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board duly called and constituted. This consent may be executed in as many counterparts (including by facsimile and electronic (e.g. “.pdf”, or “.tif”) transmission), each of which counterparts when so executed shall be an original, but all counterparts shall together constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board,
have executed this consent on behalf of the Company as of the first date written above.



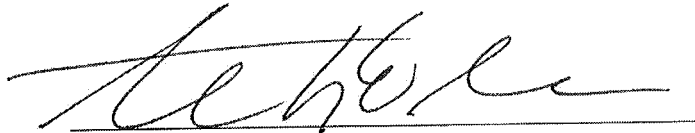
Shawn W. Vick



Christi R. Tannahill



K.J. Tjon



Alexander L. W. Snyder