

PROOF OF CLAIM FORM

THIS SPACE IS FOR COURT USE ONLY

United States Bankruptcy Court for the Southern District of New York
Hawker Beechcraft, Inc. Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5285
New York, NY 10150-5285

Name of Debtor Against Which Claim is Held: Hawker Beechcraft Corp.
Case No. of Debtor: 12- 11878-smb

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name and address where notices should be sent:
Environmental Protection Agency, c/o:
U.S. Attorney's Office--SDNY
86 Chambers Street, 3rd Floor
New York, NY 10007

Telephone number: 212-637-2689 Email Address: louis.pellegrino@usdoj.gov

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)
Filed on: _____

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

FILE COPY

Name and address where payment should be sent (if different from above) :

Telephone number: _____ Email Address: _____

THIS SPACE IS FOR COURT USE ONLY

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- Wages, salaries or commissions (up to \$11,725), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

Amount entitled to priority:

\$ See attached.

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

1. Amount of Claim as of Date Case Filed: \$ See attached.
If all or part of your claim is secured, complete Item 4.
If all or part of your claim is entitled to priority, complete item 5.
If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

2. Basis for Claim: See attached (See instruction #2 on reverse side)

3. Last four digits of any number by which creditor identifies debtor: _____
3a. Debtor may have scheduled account as: See attached.
(See instruction #3a on reverse side)

4. Secured Claim (See instruction #4 on reverse side)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. See attached.
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe: _____
Value of Property: \$ _____ Annual Interest Rate _____% Fixed or Variable
(when case is filed)
Amount of arrearage and other charges as of time case filed included in secured claim, if any:
\$ _____
Basis for perfection: _____
Amount of Secured Claim: \$ See attached. Amount Unsecured: \$ See attached.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____ (See instruction #6 on reverse side)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7 on reverse side)

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8 on reverse side and definition of "redacted").
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

9. Signature: (See Instruction #9 on reverse side) Check the appropriate box:
 I am the creditor I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(Attached a copy of power of attorney, if any)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Louis A. Pellegrino Title: Ass't United States Atty Company: U.S. Attorney's Office--SDNY

Address and telephone number (if different from notice address above):

Louis A. Pellegrino / my 11/6/12
(Signature) (Date)

Telephone number: _____ email: _____

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

Fill in the name of the Debtor in the bankruptcy case, and the bankruptcy case number.		
12-11874	Arkansas Aerospace, Inc.	12-11882 Hawker Beechcraft Holding, Inc.
12-11875	Beech Aircraft Corporation	12-11883 Hawker Beechcraft International Delivery Corp.
12-11876	Beechcraft Aviation Company	12-11885 Hawker Beechcraft International Holding LLC
12-11873	Hawker Beechcraft, Inc.	12-11884 Hawker Beechcraft International Service Company
12-11877	Hawker Beechcraft Acquisition Company, LLC	12-11886 Hawker Beechcraft Notes Company
12-11878	Hawker Beechcraft Corporation	12-11887 Hawker Beechcraft Quality Support Company
12-11879	Hawker Beechcraft Defense Company, LLC	12-11888 Hawker Beechcraft Regional Offices, Inc.
12-11880	Hawker Beechcraft Finance Corporation	12-11889 HBC, LLC
12-11881	Hawker Beechcraft Global Customer Support Corporation	12-11890 Raid Aircraft Parts Inventory and Distribution Company LLC

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. To the extent that any supporting documents contain or constitute technical data subject to applicable export control laws and regulations including but not limited to International Traffic in Arms Regulations ("ITAR") or Export Administration Regulations ("EAR") (collectively, "ITAR Data"), you must redact such ITAR Data from the supporting documents attached to your proof of claim. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at one of the following addresses:

If by First Class mail:

Hawker Beechcraft, Inc. Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5285
New York, NY 10150-5285

If by Hand Delivery or Overnight mail:

Hawker Beechcraft, Inc. Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, NY 10017

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the Claims Agent's system (<http://dm.epiq11.com/Hawker>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

COPI

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

In re:

HAWKER BEECHCRAFT CORP.,
a.k.a., RAYTHEON AIRCRAFT COMPANY,

Debtors.

Chapter 11

Case No. 12-11878-smb

Jointly Administered

**PROOF OF CLAIM OF THE UNITED STATES OF AMERICA ON BEHALF OF
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

1. The United States of America (the "Government") files this proof of claim ("Proof of Claim") at the request of the United States Environmental Protection Agency ("EPA") against debtor Hawker Beechcraft Corp., *a.k.a.*, Raytheon Aircraft Company ("HBC" or "Debtor")¹ for the

¹ This case is Jointly Administered. The main case is Hawker Beechcraft Inc., 12-11873-smb. 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.

recovery of response costs incurred and to be incurred by the Government under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601-9675. In addition, with respect to equitable remedies that are not within the Bankruptcy Code’s definition of “claim,” 11 U.S.C. § 101(5), this Proof of Claim is filed only in a protective fashion.

I. THE TRI-COUNTY PUBLIC AIRPORT SITE (KANSAS)

A. Claim For Response Costs

2. The Tri-County Public Airport site (“TCPA” or “Site”) encompasses approximately 1725 acres in Morris County, near Herrington Kansas, in a rural agricultural farming and ranching area. Nineteen residents live within a one-mile radius of the TCPA.

3. From 1942 through 1946, the United States Army constructed, and the Army Air Corps operated, Herrington Army Airfield (“HAAF”). During this time period, the Army Air Corps processed bombing crews and aircraft as part of the World War II war effort. After the war, a significant number of the HAAF buildings were razed; except for the main office and Hangers 1 through 4.

4. In 1948, the United States quitclaimed HAAF to the city of Herrington, Kansas (“City”). The City renamed the property Tri-County Public Airport and, in 1950, began to lease portions of the airport to commercial tenants, including Beech Aircraft Corporation (“Beech”), the predecessor to Raytheon Aircraft Company (“RAC”) and HBC.

5. Beech used trichloroethylene (“TCE”) in its business operations. Beech ceased operations at the site in the early 1960s.

6. In the 1990s, investigations conducted by the Environmental Protection Agency (“EPA”) and the Kansas Department of Health and Environment (“KDHE”) at the site discovered

TCE contamination in soil and groundwater. While TCE is the principal contaminant, other volatile organic compounds such as 1,2-dichloroethylene (“cis-1,2-DCE”) and vinyl chloride have been detected in the ground water above drinking water regulatory standards. TCE contaminated groundwater extends several miles down-gradient from the TCPA.

7. TCE, cis-1,2-DCE, and vinyl chloride are all “hazardous substances” as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

8. The Site is a “facility” as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601 (9).

9. RAC and HBC are “persons” as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

10. On July 28, 2005, Raytheon Aircraft Company filed suit in the United States District Court for the District of Kansas, against the United States under provisions of CERCLA seeking cost recovery or contribution from the Army Corps of Engineers (“USACE”) as a liable party for the costs RAC had and would incur in connection with the TCPA Site. RAC alleged that the Army Air Corps used TCE when it operated the site during World War II. USACE denied that the Army ever used TCE at the Site, and the United States filed a counterclaim on behalf of EPA to recover EPA’s costs under CERCLA Sections 107(a)(2) and 107(a)(4)(A).

11. A trial was held over a ten-day period in April 2008. On May 30, 2008, the District Court issued its decision, finding RAC solely liable for the TCE contamination at the Site. RAC was ordered to pay the United States’ costs, and the United States was directed to file a statement of costs. On June 6, 2008, the United States submitted a Post-Trial Statement of Costs claiming costs incurred as of December 31, 2006, prejudgment interest calculated from August 8, 2000 through May 30, 2008, and Department of Justice (“DOJ”) costs incurred as of November 24,

2007. RAC appealed the District Court's decision. The Tenth Circuit Court of Appeals affirmed on December 29, 2009. *Raytheon Aircraft Co. v. U.S.*, 590 F.3d 1112 (10th Cir. 2009). The parent Raytheon Company paid a judgment of \$3,264,776.34 on April 09, 2010.

B. Enforcement Activities and Work Obligations

12. In March 2000, RAC and EPA entered into an Administrative Order on Consent under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 *et seq.* Under this order, RAC was required to: (1) install whole-house water treatment units in households previously identified to have water supplies (wells) contaminated above drinking water regulatory levels; (2) periodically sample such households water supplies and other down-gradient private water supply wells; and (3) install water treatment units in households whose water supply wells become contaminated in the future. By agreement RAC was required to only reimburse EPA 50% of its oversight costs. The monitoring of the water supply wells by RAC continues and oversight costs have been paid to date.

13. In November 2000, RAC entered into an Administrative Order on Consent with the KDHE to perform a remedial investigation/feasibility study ("RI/FS") at the TCPA Site. This work is currently ongoing. In September 2004, EPA issued a CERCLA Section 106(a) Unilateral Administrative Order for Removal Response Activities ("UAO") to RAC and the City, directing RAC to excavate and properly dispose of TCE-contaminated soils in the Hangar 1 area of the Site. RAC complied with the UAO.

II. DESCRIPTION OF EPA'S CLAIMS AGAINST THE DEBTOR

14. Beech used TCE during its operations at the TCPA Site as a degreasing agent. The District Court found that Beech released TCE to the environment during its period of operations.

RAC assumed the environmental liabilities of its predecessor, Beech.

15. During the course of the litigation, in December 2006, Raytheon Company sold its wholly owned subsidiary Raytheon Aircraft Company to Hawker Beechcraft Acquisition Company (“HBAC”), a new company formed by Onex Partners, and GS Capital Partners, an affiliate of Goldman Sachs, for approximately \$3.3 billion in cash. The Government does not have a complete copy of the agreement by which HBAC acquired RAC.

16. As previously noted, RAC entered into an Administrative Order on Consent with KDHE in November 2000, for the purpose of conducting an RI/FS. On March 03, 2009, HBC and KDHE entered into an Amendment to Consent Order, which changed the name of the responsible party under the RI/FS order from RAC to Hawker Beechcraft Corp., noting that the name of company formerly known as RAC had also been changed in a filing made with the Kansas Secretary of State to “Hawker Beechcraft Corporation.” Pursuant to this Amendment, HBC acknowledged that it remained the responsible party for the Site. Work under the RI/FS order with KDHE is continuing, with state oversight costs being paid under the order.

17. Upon information and belief, Hawker Beechcraft Corporation is a Hawker Beechcraft Inc. subsidiary; and Hawker Beechcraft Corporation is both RAC and Beech’s successor. For example, Hawker Beechcraft Corporation jointly filed for Chapter 11 protection with Hawker Beechcraft Inc., as *Hawker Beechcraft Corporation, a.k.a. “Raytheon Aircraft Corporation”* under Index No. 12-11878-smb. Moreover, in the main action, HBC moved this Court for an order approving the sale of certain real property in Wichita, Kansas, under the name “Beech Aircraft Corporation n/k/a Hawker Beechcraft Corporation.” See Case No. 12-11873-smb, Dkt. Item No. 551.

18. As explained in paragraph 11, the United States submitted a Post-Trial Statement of

Costs through December 31, 2006, while prejudgment interest was calculated through May 30, 2008, and DOJ costs were calculated through November 24, 2007. But there have been on-going EPA litigation costs after these dates. Thus, EPA's claims against the Debtor include costs it has incurred since January 01, 2007, under Sections 107(a)(2) and 107(a)(4)(A) of CERCLA, 42 U.S.C. §§ 9607(a)(2) and 9607(a)(4)(A), and, future costs for remedial actions that will be required at the Site.

19. EPA's unreimbursed costs from January 01, 2007 through August 31, 2012, total \$267,748.37. They are as follows:

\$129,311.48: This figure represents litigation costs incurred by EPA during the District Court action but not recovered because they were incurred after December 31, 2006, including expert witness costs, payroll costs and contractor costs.

\$135,842.48: This figure represents general site costs that were not recovered as a result of the District Court action, as they were incurred after December 31, 2006.

\$2,594.41: This figure represents unrecovered costs associated with the efforts to remove, excavate and decontaminate the soil in the Hanger 1 area of the Site pursuant to the September 2004 UAO.

20. Future costs at the site include the costs EPA incurred or will incur after August 31, 2012, in responding to releases at the Site, and include the costs associated with implementation of the remedial action once it has been selected. Upon information and belief, KDHE estimates the cost of implementing future response actions at \$37,000,000.²

III. PROTECTIVE FILING FOR WORK OBLIGATIONS

21. The Government is not required to file a proof of claim with respect to Debtor's

² The Site is currently a state-lead site, thus the Government's cost estimate is based on KDHE's cost estimates. The Government anticipates that the KDHE will file a claim regarding the same contingent liability.

injunctive obligation to comply with work requirements imposed by court orders or by environmental statutes, regulations, administrative orders, licenses, or permits because such obligations are not claims under 11 U.S.C. § 101(5). HBC and any reorganized debtor must comply with such mandatory requirements, including, but not limited to, the obligations set forth in paragraphs 12-13 and 20. The Government reserves the right to take future actions to enforce any injunctive obligations of HBC. While the Government believes that its position will be upheld by the appropriate court, the Government includes certain such injunctive obligations in this Proof of Claim in a protective fashion, to safeguard against the possibility that HBC will contend that such obligations are, in fact, "claims," and that it does not need to comply with such obligations, and that the appropriate court finds that it is not required to do so. Therefore, a protective contingent claim is filed in the alternative for such obligations, but only in the event that the appropriate court finds that such obligations are dischargeable claims under 11 U.S.C. § 101(5), rather than obligations and requirements that any reorganized debtor must comply with. Nothing in this Proof of Claim constitutes a waiver of any rights by the Government or an election of remedies with respect to such rights and obligations.

IV. DEBTOR-OWNED SITES

22. HBC or Hawker Beechcraft, Inc. has or may in the future have environmental liabilities for properties that are part of its bankruptcy estate and/or for the migration of hazardous substances from property of its bankruptcy estate, including, but not limited to, Debtor's corporate headquarters property located at 10511 E. Central, Wichita, Kansas 67206.³ Pursuant to 28 U.S.C.

³ "Beech Aircraft Corporation n/k/a Hawker Beechcraft Corporation" has moved this Court for an order approving the sale of a portion of this property to the City of Wichita. See Case No. 12-11873, Dkt. Item No. 551. Upon information and belief the KDHE has an environmental claim relating to that property.

§ 959(b), Hawker is required to manage and operate estate property in accordance with non-bankruptcy law, including all applicable environmental statutes and regulations. Further, any reorganized debtor will be subject to liability under environmental law with respect to any property it owns or operates. The Government is not required to file a proof of claim relating to property of the estate other than for response costs incurred before the petition date. This Proof of Claim is only filed protectively with respect to post-petition liabilities and response costs relating to property of the estate.

23. The Government is entitled to administrative expense priority for, *inter alia*, any response costs it incurs with respect to property of the estate after the petition date. The Government reserves the right to file an application for administrative expenses and to take other appropriate action in the future with respect to property of the estate.

VI. ADDITIONAL TERMS

24. This Proof of Claim is filed as an unsecured non-priority claim, except to the extent that: (i) any rights of setoff secure the Government's claims; (ii) any secured or trust interest exists in insurance proceeds received by Debtor on account of the Government's claims; and (iii) administrative priority exists with respect to property of the estate, post-petition violations of law, or otherwise. The Government will file any application for administrative expense at the appropriate time.

25. This Proof of Claim is also filed to the extent necessary to protect the Government's rights with respect to any insurance proceeds received by Debtor, and any funds held in escrow by Debtor, in connection with the matters discussed herein.

26. This Proof of Claim is without prejudice to any right under 11 U.S.C. § 553 to set off, against this claim, debts owed (if any) to Debtor by these or any other federal agencies.

27. The Government has not perfected any security interest on its claims against Debtor.

28. Except as stated in this Proof of Claim, no judgments against Debtor have been rendered on the claims set forth herein.

29. No payments to the Government have been made by Debtor on the claims set forth herein.

30. This Proof of Claim reflects certain known liabilities of Debtor to the Government. The Government reserves the right to amend this Proof of Claim to assert additional liabilities, including but not limited to liabilities for additional costs for the matters discussed herein.

Dated: New York, New York
November 6, 2012

Respectfully submitted,

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for the United States of America

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-and-

ROBERT E. MAHER, JR.
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