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Vanpool, Inc., Debtors and Debtors in Possession  
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9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **LOS ANGELES DIVISION**  
12

13  
14 AIRPORT VAN RENTAL, INC., et al.,<sup>1</sup>  
15 Debtors and Debtors in  
16 Possession.

Case No. 2:20-bk-20876-BB  
Chapter 11 (Jointly Administered)  
**NOTICE RE SOLICITATION  
PROCEDURES**

- 17  Affects all Debtors  
18  Affects the following Debtor(s):  
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*Confirmation Hearing:*  
Date: August 24, 2022  
Time: 10:00 a.m.  
Place: Courtroom 1539  
255 East Temple Street  
Los Angeles, California

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27 <sup>1</sup> Pursuant to an order of the Court, this case is being jointly administered with a case filed by AVR Vanpool, Inc.,  
28 a California corporation, case no. 2:20-bk-20883-BB. The case also was jointly administered with the following three  
cases that have been dismissed: Airport Van Rental, Inc., a Georgia corporation, case no. 2:20-bk-20877-BB; Airport  
Van Rental, Inc., a Nevada corporation, case no. 2:20-bk-20878-BB; and Airport Van Rental, LLP, a Texas limited  
liability partnership, case no. 2:20-bk-20882-BB.

1           **PLEASE TAKE NOTICE** that on May 24, 2022, Airport Van Rental, Inc., a California  
2 corporation, and AVR Vanpool, Inc., a California corporation (collectively the “**Debtors**”) filed a  
3 *First Amended Chapter 11 Plan of Reorganization Dated May 24, 2022* (the “**Plan**”) (docket no.  
4 912), and their accompanying *Disclosure Statement for First Amended Chapter 11 Plan of*  
5 *Reorganization Dated May 24, 2022* (the “**Disclosure Statement**”) (docket no. 913).

6           **PLEASE TAKE FURTHER NOTICE** that on May 27, 2022, the Court entered an order  
7 (the “**Disclosure Statement Order**”) granting the Debtors’ *Motion for Order (1) Approving*  
8 *Disclosure Statement, (2) Establishing Voting, Plan Confirmation and Other Procedures,*  
9 *(3) Scheduling Plan Confirmation Hearing and Setting Other Related Dates and Deadlines, and*  
10 *(4) Providing Other Ancillary and Related Relief* (the “**D/S Motion**”) and approving the Disclosure  
11 Statement. The Disclosure Statement Order authorizes the Debtors to solicit votes to accept or  
12 reject the Plan and establishes procedures relating thereto (the “**Solicitation Procedures**”). This  
13 notice contains the Solicitation Procedures established by the Court.

14           **PLEASE TAKE FURTHER NOTICE** that a summary of the major dates and deadlines  
15 set forth in the Solicitation Procedures is as follows:

Event	Date
Voting Record Date	June 1, 2022
Solicitation Date	June 8, 2022
Rule 3018(a) Motion Deadline	June 22, 2022
Voting Resolution Event Deadline	July 13, 2022
Voting Deadline	July 20, 2022 at 4:00 p.m. (prevailing Pacific time)
Voting Report Deadline	July 22, 2022
Plan Objection Deadline	August 3, 2022
Deadline to file (1) reply to plan objection(s), and (2) briefs and declarations in support of plan confirmation	August 17, 2022
Confirmation Hearing	August 24, 2022 at 10:00 a.m. (prevailing Pacific time)

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**Voting Record Date**

The Court has established **June 1, 2022** (the “**Voting Record Date**”) as the record date for purposes of determining which holders of claims in Classes 1, 2, 3, 4, 5, 6, 9, 10, 11, 12 and 15 (the “**Voting Classes**”) are entitled to vote on the Plan.

**Voting Deadline**

The Court has approved **July 20, 2022, at 4:00 p.m. (prevailing Pacific Time)** as the deadline to vote to accept or reject the Plan (the “**Voting Deadline**”). The Debtors may extend the Voting Deadline, in their discretion, without further order of the Court. To be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and delivered by (1) regular mail, (2) overnight delivery, (3) personal delivery, or (4) email so that it is actually received by the Debtors’ counsel no later than the Voting Deadline. Specifically, each Ballot must be returned by mail, overnight delivery, personal delivery, or email to the following address:

Airport Van Rental Balloting  
c/o Danning, Gill, Israel & Krasnoff, LLP  
1901 Avenue of the Stars, Suite 450  
Los Angeles, California 90067-6006  
*AVRBallots@DanningGill.com*

If Ballots are not actually received by the Debtors’ counsel by the Voting Deadline, they will not be counted. Delivery of a Ballot to the Debtors’ counsel by facsimile or electronic means other than through an email sent to the specified email address shall not be valid.

**The Solicitation Package**

The following materials constitute the solicitation package (the “**Solicitation Package**”):

1. a cover letter, substantially in the form attached as Exhibit “10” to the D/S Motion (the “**Cover Letter**”), describing the contents of the Solicitation Package and providing instructions to obtain access, free of charge, to the Plan, Disclosure Statement and the Disclosure Statement Order, and urging the holders of claims and interests in the Voting Classes to vote to accept the Plan;

- 1           2.       the *Notice of (1) Approval of Disclosure Statement, (2) Hearing on Confirmation of*  
2 *the Plan, (3) Procedures for Objecting to Confirmation of the Plan, and (4) Procedures and*  
3 *Deadline for Voting on the Plan*, substantially in the form attached as Exhibit “3” to the D/S  
4 Motion (the “**Confirmation Hearing Notice**”);
- 5           3.       the Disclosure Statement with all exhibits, including the Plan and all of its exhibits;
- 6           4.       the Disclosure Statement Order;
- 7           5.       an applicable Ballot, substantially in the form attached as Exhibits “4” and “5” to  
8 the D/S Motion; and
- 9           6.       any other materials ordered by the Court to be included as part of the Solicitation  
10 Package.

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12                                   **Distribution of the Solicitation Package**

13           On or before **June 8, 2022** (the “**Solicitation Date**”), the Debtors shall serve the following  
14 components of the Solicitation Package on each holder of a claim in a Voting Class in paper format  
15 by first class mail: item 1 (the Cover Letter); item 2 (the Confirmation Hearing Notice); and item 5  
16 (an applicable Ballot). The Cover Letter shall include directions for obtaining access, free of  
17 charge, to the Disclosure Statement and all exhibits (including the Plan and all exhibits thereto), the  
18 Disclosure Statement Order, and all related notices via the Debtors’ restructuring website at  
19 <https://cases.omniagentsolutions.com/home?clientId=3595> from which such materials may be  
20 downloaded.

21           Notwithstanding any provision to the contrary herein, the Debtors shall not be required to  
22 mail a Solicitation Package or any other materials related to voting or confirmation of the Plan to  
23 any person or entity from which the notice of the Debtors’ motion for approval of the Disclosure  
24 Statement or other mailed notice in these Chapter 11 cases was returned as undeliverable, or any  
25 similar reason, by the postal service, unless the Debtors are provided with accurate addresses for  
26 such persons or entities before the Solicitation Date. The failure to mail Solicitation Packages or  
27 any other materials related to voting or confirmation of the Plan to such persons or entities shall not  
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1 constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not  
2 constitute a violation of Federal Rule of Bankruptcy Procedure 3017(d).

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4 **Resolution of Disputed Claims for Voting Purposes; Resolution Event**

5 Absent further order of the Court, the holder of a claim in a Voting Class that is the subject  
6 of a pending objection only to reclassify or reduce the amount of such claim, i.e. a “reclassify”  
7 claims objection or a “reduce and allow” claim objection, shall be entitled to vote such claim in  
8 accordance with the proposed reclassification or in the reduced amount (as applicable) contained in  
9 such claim objection.

10 If a claim in a Voting Class is subject to an objection other than a “reclassify” or “reduce  
11 and allow” objection that is filed with the Court on or before the Solicitation Date (a “**Disputed**  
12 **Claim**”), (1) the Debtors shall cause the applicable holder to be served with a *Notice with Respect*  
13 *to Disputed Claims*, substantially in the form of the notice attached as Exhibit “7” to the D/S  
14 Motion (the “**Disputed Claim Notice**”), and (2) the holder shall not be entitled to vote to accept or  
15 reject the Plan on account of such claim unless a Voting Resolution Event (as defined below)  
16 occurs as provided herein.

17 If a claim in a Voting Class is subject to an objection other than a “reclassify” or “reduce  
18 and allow” objection that is filed with the Court after the Solicitation Date, the applicable claim  
19 shall be deemed temporarily allowed solely for voting purposes, without further action by the  
20 Debtors or the holder of such claim and without further order of the Court, unless the Court orders  
21 otherwise.

22 If the holder of any Disputed Claim seeks to challenge the disallowance or estimation of its  
23 claim for voting purposes, such holder must file with the Court a motion for an order, pursuant to  
24 Federal Rule of Bankruptcy Procedure 3018(a), temporarily allowing such claim for purposes of  
25 voting to accept or reject the Plan (a “**Rule 3018(a) Motion**”). Any Rule 3018(a) Motion must be  
26 filed with the Court and served on the Debtors so as to be actually received by **June 22, 2022** (the  
27 “**Rule 3018(a) Motion Deadline**”). If a holder of a Disputed Claim files a timely Rule 3018(a)  
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1 Motion, such holder's Ballot shall not be counted unless a Voting Resolution Event occurs with  
2 respect to such Disputed Claim prior to **July 13, 2022** (the "**Voting Resolution Event Deadline**").

3 If the holder of a Disputed Claim files a Rule 3018(a) Motion on or before the Rule 3018(a)  
4 Motion Deadline, the Debtors shall send such holder a Solicitation Package, including an  
5 applicable Ballot, as soon as practicable after such Rule 3018(a) Motion is filed. A Ballot returned  
6 by a holder of a Disputed Claim in compliance with the Solicitation Procedures shall be counted  
7 only to the extent that a Voting Resolution Event occurs on or before the Voting Resolution Event  
8 Deadline.

9 A "**Voting Resolution Event**" means the occurrence of one or more of the following events  
10 on or before the Voting Resolution Event Deadline:

- 11 1. entry of an order of the Court, after notice and a hearing, allowing such claim  
12 pursuant to section 502(b) of the Bankruptcy Code;
- 13 2. entry of an order of the Court, after notice and a hearing, granting a Rule 3018(a)  
14 Motion and temporarily allowing such claim for voting purposes;
- 15 3. execution of a stipulation or other agreement between the holder of a Disputed  
16 Claim and the Debtors resolving the objection and allowing such claim for voting  
17 purposes in an agreed-upon amount or otherwise fixing an amount of the claim for  
18 voting purposes; or
- 19 4. the pending objection is voluntarily withdrawn by the objecting party.

20 No later than 2 business days following the occurrence of a Resolution Event, the Debtors  
21 shall serve, via email, overnight mail, or personal delivery, a Solicitation Package to the relevant  
22 holder to the extent such holder has not already received a Solicitation Package containing a Ballot.

### **Non-Voting Status Notice**

23 The Debtors shall serve, by mail, (1) the Confirmation Hearing Notice and (2) the *Notice of*  
24 *Non-Voting Status to Holders of Claims and Equity Interests That Are Deemed to Accept or Reject*  
25 *the Debtors' Proposed Chapter 11 Plan of Reorganization Dated March 16, 2012*, substantially in  
26 the form of the notice attached as Exhibit "6" to the D/S Motion (the "**Non-Voting Status Notice**")  
27 to holders of claims and interests in Classes 7, 8, 13, 14, 16 and 17. The Debtors shall not be  
28 required to mail a Solicitation Package or any other materials related to voting or confirmation of

1 the Plan to such holders, unless otherwise requested through the process set forth in the Non-  
2 Voting Status Notice.

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4 **Assumption and Cure Notice; Rejection Notice**

5 The Debtors shall not be required to deliver Solicitation Packages to counterparties to the  
6 Debtors' executory contracts and unexpired leases that do not have scheduled claims or claims  
7 based upon timely filed proofs of claims.

8 With respect to executory contracts and unexpired leases to be assumed under the Plan, the  
9 Debtors are authorized to serve such parties, by mail, with a *Notice of Proposed Assumption of*  
10 *Executory Contracts and Unexpired Leases, and Deadline for Objecting to Confirmation of Plan*  
11 *and Asserting Alleged Cure Amounts* substantially in the form of the notice attached as Exhibit "8"  
12 to the D/S Motion (the "**Assumption and Cure Notice**"). With respect to executory contracts and  
13 unexpired leases to be rejected under the Plan, the Debtors are authorized to serve such parties, by  
14 mail, with a *Notice of Proposed Rejection of Executory Contracts and Unexpired Leases, and*  
15 *Deadline for Objecting to Confirmation of Plan* substantially in the form of the notice attached as  
16 Exhibit "9" to the D/S Motion (the "**Rejection Notice**").

17 Objections to the assumption of any executory contract and unexpired lease, including any  
18 cure amount associated therewith, must be filed with the Court and served so that they are actually  
19 received by the Debtors' counsel no later the Plan Objection Deadline. Any non-Debtor  
20 counterparty to an executory contract or unexpired lease that fails to file and serve an objection to  
21 assumption of the executory contract or unexpired lease, or the Debtors' determination that the  
22 applicable cure amount is zero, by the Plan Objection Deadline shall be deemed to consent to the  
23 assumption of such executory contract or unexpired lease and to such cure amount.

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1 **General Voting and Tabulation Procedures**

2  Holders of Claims Entitled to Vote

3 Only the following holders of claims in the Voting Classes shall be entitled to vote with  
4 respect to such claims:

- 5 1. holders of claims who, on or before the Voting Record Date, have timely filed a  
6 proof of claim that (a) has not been expunged, disallowed, disqualified, withdrawn,  
7 or superseded prior to the Voting Record Date, and (b) is not the subject of a  
8 pending objection, other than a “reclassify” or “reduce and allow” objection, filed  
9 with the Bankruptcy Court on or before the Solicitation Date, pending the  
10 occurrence of a Resolution Event as provided herein; *provided that* a holder of a  
11 claim that is the subject of a pending objection on a “reclassify” or “reduce and  
12 allow” basis shall receive a Solicitation Package and be entitled to vote such claim  
13 in the reclassified priority or reduced amount contained in such objection absent a  
14 further order of the Court;
- 15 2. holders of claims that are listed on the Debtors’ schedules; *provided that* a claim that  
16 is listed in the schedules for \$0.00, or as contingent, disputed, or unliquidated, and  
17 for which a proof of claim was not (a) filed by the applicable Claims Bar Date or  
18 (b) deemed timely filed by an order of this Court prior to the Voting Deadline, is *not*  
19 entitled to vote;
- 20 3. holders of claims whose claims arise (a) pursuant to an agreement or settlement with  
21 the Debtors, as reflected in a document filed with the Court, (b) in an order entered  
22 by the Court, or (c) in a document executed by the Debtors pursuant to authority  
23 granted by the Court, in each case regardless of whether a proof of claim has been  
24 filed;
- 25 4. holders of Disputed Claims that have been temporarily allowed to vote on the Plan  
26 pursuant to Federal Rule of Bankruptcy Procedure 3018 and in accordance with  
27 these Solicitation Procedures; and
- 28 5. the assignee of any claim that was transferred on or before the Voting Record Date  
by any entity described in subparagraphs (1) through (4) above; *provided that* such  
transfer or assignment has been fully effectuated pursuant to the procedures set forth  
in Federal Rule of Bankruptcy Procedure 3001(e) and such transfer is reflected on  
the Court’s claims register as of the Voting Record Date.

22  Establishing Claim Amounts for Voting Purposes

23 If a proof of claim has been amended, the last-filed proof of claim shall be subject to these  
24 Solicitation Procedures and shall supersede any earlier filed proof of claim for voting purposes.  
25 Any earlier-filed proof of claim shall be disallowed for voting purposes, regardless of whether the  
26 Debtors have objected to such earlier filed claim.



1 Duplicate claims within the same Voting Class shall be deemed, without the need for any  
2 objection by the Debtors or a decision of this Court, temporarily allowed for voting purposes only  
3 in an amount equal to one such claim and not in an amount equal to the aggregate of such claims.

4 Claims filed for \$0.00 are not entitled to vote on the Plan.

5 In tabulating votes, the following hierarchy shall be used to determine the amount of the  
6 claim associated with each claimant's vote:

- 7 1. the claim amount (a) settled or agreed upon by the Debtors, as memorialized in a  
8 document filed with the Court, (b) set forth in an order of the Court, or (c) set forth  
9 in a document executed by the Debtors pursuant to authority granted by the Court;
- 10 2. if category (1) does not apply, the claim amount allowed (temporarily or otherwise)  
11 pursuant to a Resolution Event under these Solicitation Procedures;
- 12 3. if neither category (1) nor (2) applies, the claim amount asserted in a proof of claim  
13 that has been timely filed (or deemed timely filed by this Court under applicable  
14 law, or with respect the Debtors have agreed to accept as timely filed), except for  
15 any amounts that have been paid or asserted on account of any interest accrued after  
16 the Petition Date;
- 17 4. if none of categories (1)–(3) apply, the claim amount listed in the Debtors'  
18 schedules (to the extent such claim is not superseded by a timely filed proof of  
19 claim); *provided that* such claim is not scheduled for \$0.00 or as contingent,  
20 disputed, or unliquidated, or has not been paid; and
- 21 5. if none of subsections (1)–(4) apply, such claim shall be disallowed for voting  
22 purposes.

23 *General Voting and Ballot Tabulation Procedures*

24 Subject to the special procedures provided below, the following voting procedures and  
25 standard assumptions shall be used in tabulating Ballots, along with the procedures described in the  
26 Ballots, subject to the Debtors' right to waive any of the below specified requirements (in the  
27 Debtors' sole and absolute discretion and without further order from or notice to the Court) for  
28 completion and submission of Ballots so long as such requirement is not otherwise required by the  
Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or the Court's Local Bankruptcy  
Rules:

1. Except as otherwise provided in these Solicitation Procedures, unless a Ballot is received by the Debtors' counsel on or prior to the Voting Deadline (as the same may be extended by the Debtors in their sole discretion), the Debtors shall reject such Ballot as invalid and, therefore, shall not count it in connection with confirmation of the Plan.

- 1 2. If a claim has been estimated for voting purposes or otherwise allowed for voting  
2 purposes by order of the Court, such claim is temporarily allowed for voting  
purposes in the amount so estimated or allowed in such order.
- 3 3. Except as otherwise provided herein, for purposes of the numerosity requirement of  
4 section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in  
a Voting Class shall be aggregated as if such creditor held one claim in the Voting  
5 Class, and the votes related to such claims shall be treated as a single vote to accept  
or reject the Plan.
- 6 4. On or before July 22, 2022 (the “**Voting Report Deadline**”), the Debtors shall file  
7 with the Court a voting report (the “**Voting Report**”). The Voting Report shall,  
among other things, delineate every Ballot that does not conform to the voting  
8 instructions or that contains any form of irregularity including, but not limited to,  
those Ballots that are late or (in whole or in material part) illegible, unidentifiable,  
9 lacking signatures or lacking necessary information, received via facsimile or  
damaged (collectively, in each case, the “**Irregular Ballots**”). The Voting Report  
shall indicate the Debtors’ intentions with regard to each Irregular Ballot.
- 10 5. A voting creditor may withdraw a valid Ballot by delivering a written notice of  
11 withdrawal to the Debtors’ counsel before the Voting Deadline – the withdrawal  
must be signed by the party who signed the Ballot – and the Debtors reserve the  
12 right to contest any such withdrawals. After the Voting Deadline, no Ballot may be  
withdrawn or modified without the prior written consent of the Debtors. Delivery of  
13 an Irregular Ballot shall not be deemed to have been made until such defect or  
irregularity has been cured or waived by the Debtors, *provided that* the Debtors are  
14 not obligated to advise holders of any defects or irregularities that prevent the  
inclusion of such Irregular Ballots in the final Plan vote tabulation.
- 15 6. The holder of a claim must complete each section of the Ballot, including, without  
16 limitation, by voting to accept or reject the Plan, completing the requested  
identification information, and signing and dating the Ballot.
- 17 7. The Debtors are authorized to enter into stipulations or other agreements with the  
18 holder of any claim or interest agreeing to the amount of a claim or interest for  
voting purposes.
- 19 8. The holder of a claim must vote all of its claims either to accept or reject the Plan.
- 20 9. If the party executing the Ballot is signing as a trustee, executor, guardian, attorney-  
21 in-fact, officer of a corporation, or acting in a fiduciary or representative capacity,  
such party must indicate such capacity when signing and, if required or requested by  
22 the Debtors or the Court, must provide evidence satisfactory to the requesting party  
to act on behalf of the holder of the claim.
- 23 10. Subject to any contrary order of the Court, the Debtors further reserve the right to  
24 waive any defects or irregularities or conditions of delivery as to any particular  
Ballot, provided that any such rejections will be documented in the Voting Report.  
25 Unless waived or as ordered by the Court, any defects or irregularities in connection  
with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots  
26 will not be counted.
- 27 11. The Debtors’ counsel, in its discretion, may contact entities entitled to vote to cure  
28 any defects in the Ballot; *provided, however,* that the Debtors’ counsel is not  
obligated to do so.

- 1           12.    Subject to any order of the Court, the Debtors reserve the right to reject any and all  
2                    Ballots not in proper form, the acceptance of which, in the opinion of the Debtors,  
3                    would not be in accordance with the provisions of the Bankruptcy Code or the  
                    Federal Rules of Bankruptcy Procedure; provided that any such rejections will be  
                    documented in the Voting Report.
- 4           13.    The Debtors expressly reserve the right to amend the terms of the Plan (subject to  
5                    compliance with section 1127 of the Bankruptcy Code). If the Debtors make  
6                    material changes to the terms of the Plan that adversely changes the treatment of any  
7                    holder of a claim or interest, the Debtors shall disseminate additional solicitation  
                    materials and extend the solicitation period, in each case to the extent required by  
                    law or further order of the Court.
- 8           14.    Neither the Debtors, nor any other person or entity, shall be under any duty to  
9                    provide notification of defects or irregularities with respect to deliveries of Ballots  
                    nor shall any of them incur any liabilities for failure to provide such notification.
- 10          15.    If no valid Ballot is submitted in a Class, then such Class shall be deemed to have  
                    voted to accept the Plan.
- 11          16.    If multiple Ballots are timely received from or on behalf of a holder of a single  
12                    claim, the effective vote shall be the last properly executed Ballot timely received by  
13                    the Debtors' counsel that satisfies the voting and tabulation procedures specified  
                    herein and shall supersede and revoke any prior Ballot received. In the event that  
                    multiple Ballots on account of the same claim are received on the same day, they  
                    shall not be counted if the votes are inconsistent.
- 14          17.    The following Ballots may not be counted in determining the acceptance or rejection  
15                    of the Plan:
- 16                    (a)    any Ballot submitted by a person who does not hold, or represent a person  
17                          that holds, a claim or interest in the applicable voting class as of the Voting  
                        Record Date;
- 18                    (b)    any Ballot received after the Voting Deadline unless the Debtors have  
19                          granted an extension in writing (including by email) with respect to such  
                        Ballot;
- 20                    (c)    any Ballot delivered by facsimile transmission or any other means not  
21                          specifically approved herein;
- 22                    (d)    any Ballot that is illegible or contains insufficient information to permit the  
                        identification of the claimant or interest holder;
- 23                    (e)    any Ballot that is submitted in an inappropriate form that is not the  
24                          appropriate Ballot for such claim or interest;
- 25                    (f)    any Ballot sent to a person other than the Debtors' counsel in the manner set  
                        forth in the instructions set forth on the Ballot;
- 26                    (g)    any Ballot that is unsigned;
- 27                    (h)    any Ballot in which the claimant or interest holder has voted to both accept  
28                          and reject the Plan; or

1 (i) any Ballot that is not completed.

2 Notwithstanding anything to the contrary in the preceding paragraph, any Ballot without a  
3 vote, but which is otherwise executed and fully completed, shall constitute a vote to accept the  
4 Plan.

5 The holder of a claim or interest may choose the method of delivery of its Ballot at its own  
6 risk. Delivery of the Ballot shall be deemed made only when the properly executed Ballot is  
7 actually received by the Debtors' counsel.

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**Amendments to the Plan and Solicitation Procedures**

10 The Debtors are authorized to make non-substantive or immaterial changes to the  
11 Disclosure Statement, the Disclosure Statement Order, the Plan, the Ballots, the Solicitation  
12 Procedures, the Solicitation Packages and all documents provided therein, the Confirmation  
13 Hearing Notice, the Non-Voting Status Notice, the Assumption and Cure Notice, the Rejection  
14 Notice, and related documents without further order of the Court, including changes to correct  
15 typographical, grammatical, and formatting errors or omissions, and to make conforming changes  
16 among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package  
17 before their distribution.

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19 DATED: June 7, 2022

DANNING, GILL, ISRAEL & KRASNOFF, LLP

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By:           /s/ John N. Tedford, IV            
JOHN N. TEDFORD, IV  
Attorneys for Airport Van Rental, Inc. and AVR  
Vanpool, Inc., Debtors and Debtors in Possession

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