

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

In re:	Chapter 11
AVENGER FLIGHT GROUP, LLC, <i>et al.</i> ,	Case No. 26-10183 (MFW)
Debtors. ¹	(Joint Administration Requested)
	Related Docket No. 11

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CRITICAL VENDORS, FOREIGN VENDORS, 503(b)(9) CLAIMANTS AND LIEN CLAIMANTS; (II) GRANTING ADMINISTRATIVE EXPENSE PRIORITY TO ALL UNDISPUTED OBLIGATIONS ON ACCOUNT OF OUTSTANDING ORDERS; (III) AUTHORIZING ALL FINANCIAL INSTITUTIONS TO HONOR ALL RELATED PAYMENT REQUESTS, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an interim order (this “Interim Order”):

(a) authorizing, but not directing, the Debtors to pay certain prepetition claims of (i) Critical Vendor Claims up to the Interim Critical Vendor Cap; (ii) Foreign Vendors up to the Interim Foreign Vendor Cap; (iii) 503(b)(9) Claimants; and (iv) Lien Claimants up to the Interim Lien Claimant Cap; (b) granting administrative expense priority to all undisputed obligations on account of Outstanding Orders; (c) authorizing CAE, Inc. (collectively with its affiliates and subsidiaries, “CAE”) to continue to apply accrued pre-petition credits to critical SIM (defined below) components provided to the Debtors pre- and post-petition in the ordinary course of

¹ The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers are: Avenger Flight Group, LLC (1216); AFG Dallas III, LLC (5615); AFG Dallas IV, LLC (5558); AFG Dallas, LLC (3418); AFG EU Operations Corp. (9406); AFG FLL, LLC (6470); AFG Latam Holding Corp. (6475); AFG Latam Sim Holdings II, LLC (0473); AFG Latam Sim Holdings III, LLC (2592); AFG Latam Sim Holdings IV, LLC (0093); AFG Latam Sim Holdings, LLC (6475); AFG Latam, LLC (9545); AFG Mexico Corp. (1402); AFG Orlando, LLC (8409); AFG Sanford, LLC (6661); AFG Sim Holding Corp. (3325); Avenger Flight Group Europe, Corp. (5908); Avenger Flight Group Topco, LLC (5643); Avenger Flight Training, LLC (5640); Avenger Flight Group Mexico II, S. de R.L. de C.V, (N/A); and Papi Flight Training, LLC (6206). The location of the Debtors’ corporate headquarters and the Debtors’ service address is Avenger Flight Group LLC, 1450 Lee Wagener Blvd., Fort Lauderdale, FL 33315.

² A capitalized term used but not defined herein shall have the meaning ascribed to it in the Motion.



business; (d) authorizing applicable banks and other financial institutions to honor and process related checks and transfers; (e) approving the form of Vendor Agreement attached to this Interim Order as **Exhibit 1**; and (f) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at an interim hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an **interim** basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on March 6, 2026 at 11:30 a.m. (Eastern Time). Any objections or responses to entry of a final order on the Motion shall be filed with the Court and served so as to be received by the Notice Parties (as defined in the Motion) on or before February 27, 2026 at 4:00 p.m. (Eastern Time). In the event

that no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, but not directed, to pay the Critical Vendor Claims; *provided* that such payments shall not exceed \$85,000.00 in the aggregate on an interim basis unless otherwise ordered by the Court after notice and a hearing.

4. The Debtors are authorized, but not directed, to pay the Foreign Vendor Claims; *provided* that such payments shall not exceed \$10,000.00 in the aggregate on an interim basis unless otherwise ordered by the Court after notice and a hearing.

5. The Debtors are authorized, but not directed, to pay the Lien Claims; *provided* that such payments shall not exceed \$10,000.00 in the aggregate on an interim basis unless otherwise ordered by the Court after notice and a hearing.

6. The Debtors are authorized, but not directed, to pay the 503(b)(9) Claims as the Debtors determine to be necessary or appropriate, up to the amount of \$70,000.00 in the aggregate on an interim basis unless otherwise ordered by the Court.

7. The Debtors are authorized, but not directed, to pay the Lien Claims as the Debtors determine to be necessary or appropriate.

8. CAE shall be authorized to continue to apply the CAE Credits to any orders placed by the Debtors with CAE, whether pre- or post-petition, in the ordinary course of business, consistent with historical practices and entitlements.

9. All undisputed obligations relating to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

10. The Vendor Agreement, substantially in the form attached hereto as **Exhibit 1**, is approved in its entirety. A Vendor Agreement, once agreed to and accepted by the applicable

Vendor, shall be the legally binding contractual relationship between the parties governing the commercial trade relationship as provided therein.

11. The Debtors are authorized, but not directed, to pay the Trade Claims, in whole or in part, upon such terms and in the manner authorized in this Interim Order regardless of whether a Vendor has executed a Vendor Agreement; *provided that*, if any Vendor accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, availability, and other programs) in place within the twelve (12) months prior to the Petition Date, or such other trade terms that are acceptable to the Debtors (collectively, the “Customary Trade Terms”), then: (a) the Debtors may take any and all appropriate steps to cause such Vendor to repay payments made to it on account of its prepetition claim to the extent that such payments exceed the postpetition amounts then owing to such Vendor; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to re-characterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance, and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

12. If any Vendor accepts payment on account of a Trade Claim and thereafter does not continue to provide goods or services to the Debtors on Customary Trade Terms, (*provided that* any such Vendor shall be provided a reasonable opportunity to contest whether it continued to provide goods or services to the Debtors on Customary Trade Terms), then any such payment

shall be deemed an unauthorized avoidable postpetition transfer under section 549 of the Bankruptcy Code that the Debtors may either: (a) recover from the Vendor in cash or goods; or (b) at the Debtors' option, apply against any outstanding administrative expense claim held by such Vendor. Upon recovery by the Debtors, the claim shall be reinstated as a prepetition claim in the amount so recovered, less the Debtors' reasonable costs to recover such amounts. The Debtors are hereby authorized to obtain written verification before issuing payment to a Vendor that such Vendor will continue to provide goods and services to the Debtors on Customary Trade Terms for the remaining term of the Vendor's agreement with the Debtors; *provided, however*, that the absence of such written verification will not limit the Debtors' rights hereunder.

13. The Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary, to implement and effectuate the relief granted in this Interim Order.

14. In accordance with this Interim Order (or other order of this Court), each of the financial institutions at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion are authorized to: (a) receive, process, honor, and pay all checks presented for payment and to honor all funds transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts; and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated before, on, or subsequent to the Petition Date, without any duty to inquire otherwise and without any liability for following the Debtors' instructions.

15. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their discretion, or any other party's ability to contest, the extent, perfection, priority, validity, or amounts of any claims held by any Vendor. Nothing herein shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant.

16. Nothing in this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity, priority, enforceability, or perfection of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Interim Order; (iii) a waiver of the Debtors' or any other party in interest's rights to dispute any claim or lien on any grounds; (iv) a promise to pay any claim; (v) an implication or admission that any particular claim would constitute an allowed claim; (vi) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vii) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order.

17. No payments shall be made hereunder to any professionals or insiders, as that term is defined in section 101 (31) of the Bankruptcy Code, absent further order of the Court.

18. The Debtors shall maintain a matrix summarizing (i) the name of each Vendor paid on account of its Trade Claim; (ii) the amount paid by each Debtor payor to each Vendor on account of its Trade Claim, and (iii) the nature of the Trade Claim paid. On a monthly basis, the Debtors shall deliver an updated copy of the matrix to the United States Trustee, counsel to the Prepetition Term Lenders, and any statutory committee appointed in these chapter 11 cases.

19. Notwithstanding anything to the contrary in this Interim Order, the Motion or its attachments, the priority status of a creditor's claim, including that of claims arising under § 503(b)(9) of the Bankruptcy Code, shall not be affected unless such creditor executes a Trade Agreement which expressly addresses the priority of such creditor's claims, or provides services or goods to the Debtors under Customary Trade Terms, or as otherwise ordered by the Court.

20. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied.

21. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

24. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: February 13th, 2026
Wilmington, Delaware

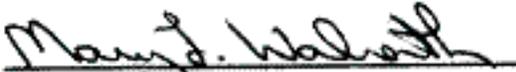

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to Interim Order
Form of Vendor Agreement

_____, 20__

TO: [Vendors]
[Name]
[Address]

Dear Valued Supplier:

As you are aware, Avenger Flight Group, LLC and certain of its affiliates (the “Company”) filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Case” and the “Bankruptcy Court,” respectively) on February [●], 2026 (the “Petition Date”). On the Petition Date, the Company requested the Bankruptcy Court’s authority to pay the pre-bankruptcy claims of certain suppliers in recognition of the importance of the Company’s relationship with such suppliers and its desire that the Bankruptcy Case has as little effect on the Company’s ongoing business operations as possible. On [●], the Bankruptcy Court entered an order (the “Order”) authorizing the Company, under certain conditions, to pay the prepetition claims of certain trade creditors that agree to the terms set forth below and to be bound by the terms of the Order. A copy of the Order is enclosed. Entry into this Agreement is not a prerequisite to the assertion of section 503(b)(9) claims or general unsecured claims or any distributions thereon as may be set forth in a chapter 11 plan or other order of the Bankruptcy Court.

In order to receive payment on account of prepetition claims, you must agree to continue to supply goods, or services, as applicable, to the Company based on Customary Trade Terms (as defined in the Order). In the Order, Customary Trade Terms are defined as the normal and customary trade terms, practices, and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, availability, and other programs), that were most favorable to the Company and in effect between you and the Company prior to the Petition Date, or such other trade terms as you and the Company agree.

For purposes of administration of this trade program as authorized by the Bankruptcy Court, you and the Company both agree that:

1. The estimated balance of the prepetition claim (net of any setoffs, credits, or discounts) (the “Vendor Claim”) that you will receive from the Company is \$[●].
2. You agree to waive [all/a portion] of any general unsecured claim against the Company in the amount of \$[●] arising out of the following invoices: [●].
3. [You will provide an open trade balance or credit line to the Company for delivery of postpetition goods, or services, as applicable, in the amount of \$[●] (which shall not be less

than the greater of the open trade balance outstanding: (a) on [●], or (b) on normal and customary terms on a historical basis before and up to the Petition Date).]

4. The terms of such open trade balance or credit line are as follows (if more space is required, attach continuation pages): [●]
5. During the pendency of the Bankruptcy Case, you will continue to extend to the Company all Customary Trade Terms (as defined in the Order).
6. You will not demand a lump sum payment upon consummation of a plan of reorganization in the Bankruptcy Case on account of any administrative expense priority claim that you assert, but instead agree that such claims will be paid in the ordinary course of business after consummation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Company.
7. The undersigned, a duly authorized representative of [Vendor], has reviewed the terms and provisions of the Order and agrees that [Vendor] is bound by such terms.
8. You will not separately seek payment for reclamation and similar claims outside of the terms of the Order unless your participation in the Vendor payment program authorized by the Order (the "Vendor Payment Program") is terminated.
9. You agree not to file or otherwise assert against the Company, the estate, or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by the Company arising from agreements entered into prior to the Petition Date. Further, you agree to take (at your own expense) all necessary steps to remove any such lien as soon as possible.
10. In addition to any other obligations of confidentiality between you and the Company, you agree to hold in confidence and not disclose to any party: (a) the existence of this Vendor Agreement, (b) the terms of this Vendor Agreement, and (c) the Customary Trade Terms (together, the "Confidential Information"); *provided* that if any party seeks to compel your disclosure of any or all of the Confidential Information, through judicial action or otherwise, or you intend to disclose any or all of the Confidential Information, you shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order, or any other available remedy to prevent such disclosure; *provided*, further, that if such remedy is not obtained, you shall furnish only such information as you are legally required to provide.
11. If either the Vendor Payment Program or your participation therein terminates as provided in the Order, or you later refuse to continue to supply goods to the Company on Customary Trade Terms during the pendency of the Bankruptcy Case, any payments you receive on account of your Vendor Claim will be deemed voidable postpetition transfers pursuant to section 549(a) of the Bankruptcy Code. You will immediately repay to the Company any payments made to you on account of your Vendor Claim to the extent that the aggregate

amount of such payments exceeds the postpetition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, adjustments, or offsets of any type whatsoever. Your Vendor Claim shall be reinstated in such an amount so as to restore the Company and you to the same positions as would have existed if payment of the Vendor Claim had not been made.

12. It is agreed and understood that by entering into this Agreement there is no admission of liability, wrongdoing, or violation of law whatsoever by any party. This Agreement results solely from the parties' desire to expeditiously resolve disputed issues of law and fact. The existence and execution of this Agreement shall not be considered as an admission by any party.
13. This Agreement shall in no event be offered as or construed or be deemed to be evidence or an admission or a concession by any party, with respect to the truth, validity, or merit of any claim, defense, or disputed fact, or with respect to any fault, wrongdoing, liability, or damages whatsoever or with respect to any matter.
14. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.
15. Any dispute with respect to this letter agreement, the Order, or your participation in the Vendor Payment Program shall be determined by the Bankruptcy Court.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call.

Sincerely,

By:
[Name] [Title]

Agreed and Accepted by: [Vendor]

By: Its:

Dated: _____