

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

In re:

AVENGER FLIGHT GROUP, LLC, *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 26-10183 (MFW)

(Jointly Administered)

Hearing Date: March 24, 2026 at 3:00 pm (ET)  
Objection Deadline March 17, 2026 at 4:00 pm (ET)

**DEBTORS' APPLICATION FOR AUTHORIZATION TO EMPLOY AND RETAIN  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this application (the "Application"): <sup>2</sup>

**Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as administrative advisor (the "Administrative Advisor") in these chapter 11 cases effective as of the Petition Date (as defined below); and (b) granting related relief. In support of this Application, the Debtors submit the *Declaration of*

<sup>1</sup> 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.

<sup>2</sup> A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Lawrence Perkins in Support of the Debtors' Chapter 11 Petitions and First Day Relief* (the "First Day Declaration") [Docket No. 33]. Capitalized terms used but not otherwise defined in this Application have the meanings ascribed to them in the First Day Declaration.



*Evan Gershbein in Support of the Debtors' Application to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor Effective as of the Petition Date* (the "Gershbein Declaration"), attached hereto as **Exhibit B**.

### **Jurisdiction and Venue**

2. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

### **Background**

5. On February 11, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 13, 2026, the Court entered an order [Docket No. 54] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On February 25, 2026, the United States

Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors (“Committee”). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

6. Avenger Flight Group, LLC (“AFG LLC”) and its affiliates (collectively, “Avenger” or the “Company”) is a global leader in the commercial aviation simulation and training business. Avenger provides a full suite of advanced flight simulator training solutions to their customers, which include blue-chip passenger airlines, regional airlines, charter operators, and training operators. As of the Petition Date, the Company owns, operates or services 50 full-flight simulators and 15 flight training devices across 11 training centers in 4 countries.

#### **Verita’s Retention**

7. The terms of retention and employment of Verita are set forth in that certain services agreement (the “Services Agreement”), annexed as Exhibit 1 to **Exhibit A**, attached hereto. Pursuant to this application, the Debtors seek to retain Verita to provide, among other things, the following bankruptcy administrative services (collectively, the “Administrative Services”), if and to the extent the Debtors request:

1. assisting with, among other things, the preparation of the Debtors’ schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs;
2. assisting with, among other things, solicitation, balloting, tabulation and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan;
3. generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the chapter 11 cases;
4. generating, providing and assisting with claims objections, exhibits, claims reconciliation and related matters; and
5. providing such other claims processing, noticing, solicitation, balloting and administrative services described in the Services Agreement, but not

included in the Section 156(c) Application,<sup>3</sup> as may be requested by the Debtors from time to time.

8. Verita has substantial experience providing the Administrative Services in numerous cases of comparable size, including several cases in this Court. *See, e.g., In re Fulcrum Bioenergy, Inc., et al.*, Case No. 24-12008 (TMH) (Bankr. D. Del. Oct. 15, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Aug. 19, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul. 18, 2024); *In re Supply Source Enterprises, Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re Prosomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. Jun. 4, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. May 16, 2024); *In re SC Healthcare Holding, LLC et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Apr. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc., et al.*, No. 23-11120 (BLS) (Bankr. D. Del. Sept. 5, 2023); *In re Lordstown Motors Corp., et al.*, No. 23-10831 (MFW) (Bankr. D. Del. July 25, 2023); *In re PGX Holdings, Inc., et al.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023); *In re KDC Agribusiness LLC, et al.*, No. 23-10786 (CTG) (Bankr. D. Del. July 18, 2023); *In re PlastiQ Inc., et al.*, No. 23-10671 (BLS) (Bankr. D. Del. June 19, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, No. 23-10497 (CTG) (Bankr. D. Del. May 25, 2023); *In re Standayne LLC, et al.*, No. 23-10207 (TMH) (Bankr. D. Del. Mar. 29, 2023); *In re Starry Group Holdings, Inc., et al.*, No. 23-10219 (KBO) (Bankr. D. Del. Mar. 21, 2023); *In re Tricida, Inc.*, Case No. 23-10024 (JTD)

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<sup>3</sup> On the Petition Date, the Debtors filed the *Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of to the Petition Date* seeking to retain Verita as the Debtors' claims and noticing agent pursuant to 28 U.S.C. § 156(c) (the "Section 156(c) Application") [Docket No. 4].

(Bankr. D. Del. Feb. 26, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re First Guaranty Mortgage Corp. , et al.*, Case No. 22-1058 (CTG) (Bankr. D. Del. Jul. 28, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 30, 2022); *In re Sequential Brands Group, Inc., et al.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021); *In re Alex and Ani, LLC, et al.*, Case No. 21-10746 (CTG) (Bankr. D. Del. Jun. 15, 2021); *In re TECT Aerospace Group Holdings, Inc., et al.*, Case No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021); *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, Case No. 21-10637 (JTD) (Bankr. D. Del. Apr. 30, 2021); *In re Medley LLC*, Case No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021); *In re Chaparral Energy, Inc.*, Case No. 20-11947 (MFW) (Bank. D. Del. Sep. 10, 2020).

9. The Debtors chose Verita to perform the Administrative Services because of Verita's experience, reputation, familiarity with the chapter 11 cases, and the competitiveness of its fees. The Debtors submit that using Verita to provide the Administrative Services has provided, and will continue to provide, the most cost-effective and efficient administration of the chapter 11 cases. Further, retaining Verita to perform the Administrative Services has allowed, and will continue to allow, the Debtors and their other professionals to focus on key aspects of the Debtors' restructuring efforts. Accordingly, the Debtors believe that Verita is qualified to provide the Administrative Services and that Verita's retention in such capacity is in the best interests of the Debtors' estates and creditors.

#### **Compensation and Disinterestedness**

10. The fees Verita will charge in connection with its services to the Debtors are set forth in the pricing schedule attached to the Services Agreement. The Debtors respectfully submit that Verita's rates are competitive and comparable to the rates Verita's competitors charge for similar services, and are reasonable given the quality of Verita's services and Verita's bankruptcy

expertise. Additionally, Verita will seek reimbursement from the Debtors for reasonable and documented expenses in accordance with the terms of the Services Agreement.

11. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$30,000.00 (the “Retainer”). Verita seeks to first apply the Retainer to all pre-petition invoices, and thereafter, to have the Retainer replenished to the original Retainer amount (i.e., \$30,000.00), and thereafter, to hold the Retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

12. Verita intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the services that it provides as the Administrative Advisor in the chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

13. The Gershbein Declaration represents that, to the best of its knowledge, Verita is not connected with the Debtors, their creditors, the U.S. Trustee, or any person employed by the U.S. Trustee and that, to the best of Verita’s knowledge, after due inquiry, Verita does not by reason of any direct or indirect relationship to, connection with or interest in the Debtors, hold or represent any interest materially adverse to the Debtors, their estates or any class of creditors or equity interest holders with respect to the matters upon which it is to be engaged. Further, Verita has performed a comprehensive conflict search in connection with the Section 156(c) Application. Based upon the Gershbein Declaration, Verita is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code.

#### **Indemnification**

14. As part of the overall compensation payable to Verita under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution

obligations as set forth in the Services Agreement, to the extent permitted by applicable law and as modified in the proposed Order.

15. The terms of the Services Agreement and indemnification provisions included therein were negotiated at arm's-length between the Debtors and Verita, and the Debtors respectfully submit that these provisions of the Services Agreement are reasonable and in the best interests of the Debtors, their estates, and their creditors. Moreover, consistent with the practice in this jurisdiction, the Debtors request, and Verita has agreed, that the Court approve the indemnification provisions reflected in the Services Agreement subject to the modifications set forth in the proposed Order. The Debtors believe that the proposed modifications to the indemnification provisions of the Services Agreement are appropriate under the circumstances, consistent with recent orders entered in this jurisdiction and, therefore, should be approved.

### **Basis for Relief**

#### **I. Retention and Employment of Verita as the Administrative Advisor is Permitted**

16. The Debtors seek approval of the employment and retention of Verita as Administrative Advisor pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) provides that a debtor “may employ one or more . . . professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist” the debtor in carrying out its duties. 11 U.S.C. § 327(a).

17. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

18. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under section 327(a) of the Bankruptcy Code to file a motion, supporting affidavit and proposed order, all of which have been satisfied by this Application, the Gershbein Declaration, and the proposed Order. Further, in accordance with Local Rule 2014-1, Verita acknowledges its continuing duty to supplement the Gershbein Declaration with additional material information relating to the employment of Verita, if necessary.

19. In light of the size and complexity of the chapter 11 cases, the Debtors respectfully submit that employing and retaining Verita pursuant to the terms of the Services Agreement, as modified by the proposed Order, is necessary and in the best interests of the Debtors' estates and all parties in interest. The Debtors also believe that the terms and conditions of the Services Agreement, as modified by the proposed Order are reasonable, and have been previously approved by the Court in the Section 156(c) Application. Further, Verita will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other procedures or orders of the Court.

## **II. Relief Effective as of the Petition Date is Appropriate**

20. Pursuant to the Debtors' request, Verita has agreed to serve as Administrative Advisor on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Verita may be compensated for its pre-Application services. The Debtors believe that no party in interest will be prejudiced by the granting of employment as of the Petition Date, as provided in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve employment effective as of the Petition Date, and the Debtors submit that such approval is justified here. *See, e.g.*, Local Rule

2014-1(b) (“If the retention application is granted, the retention shall be effective as of the date the application was filed, unless the Court orders otherwise.”). Further, courts in this district have routinely approved employment effective as of the Petition Date similar to that requested herein in matters comparable to this matter.

21. Accordingly, to help manage administrative tasks with respect to the numerous notice parties that are expected to be involved in the chapter 11 cases, and the complexity of such cases, the Debtors respectfully request entry of an order authorizing the Debtors to employ and retain Verita as Administrative Advisor effective as of the Petition Date.

**Request for Waiver of Bankruptcy Rule 6004(h)**

22. Under Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed R. Bankr. P. 6004(h). As set forth above, the continued retention of Verita, particularly in the early stage of these chapter 11 cases, is essential to ensuring the effective management of these chapter 11 cases and the preservation of the value of the Debtors’ estates. Thus, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

**Notice**

23. The Debtors will provide notice of this Application to: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the DIP Lenders; (d) counsel to the DIP Agent; and (e) any party that requests service pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

24. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: March 3, 2026

Respectfully submitted,

Avenger Flight Group, LLC, *et al.*,  
Debtors and Debtors in Possession

/s/ Lawrence Perkins

Lawrence Perkins

Chief Restructuring Officer

**Exhibit A**

**Proposed Order**

**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. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) for authority to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as its Administrative Advisor in the Debtors’ chapter 11 cases, effective as of the Petition Date, as more fully described in the Application; and upon consideration of the Gershbein Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and the Court having reviewed the Application; and after due deliberation and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized under section 327(a) of the Bankruptcy Code to employ and retain Verita as their Administrative Advisor in accordance with the terms set forth in the Application and the Services Agreement effective as of the Petition Date. Notwithstanding the terms of the Services Agreement, attached hereto as **Exhibit 1**, the Application is approved solely as set forth in this Order.
3. Verita is authorized to perform the Administrative Services described in the Application and set forth in the Application and the Services Agreement, and to take such other action to comply with all duties set forth in the Application and the Services Agreement.
4. In addition to the services set forth in the Application and the Services Agreement, Verita is authorized to provide other bankruptcy administration services as the Debtors and the Clerk of the Court may request from time to time.
5. Verita shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the

Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in the chapter 11 cases regarding professional compensation and reimbursement of expenses.

6. Verita is authorized to first apply its Retainer to pre-petition invoices, and thereafter, to have the Retainer replenished to the original Retainer amount (i.e., \$30,000.00), and thereafter, to hold the Retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

7. The Debtors shall indemnify Verita under the terms of the Services Agreement, as modified pursuant to this Order.

8. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court following notice and a hearing.

9. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any losses, claims, damages, judgments, liabilities or expense that are: (a) judicially determined (the determination having become final) to have arisen from Verita's bad faith, self-dealing, breach of fiduciary duties (if any), gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations, if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity,

contribution, or reimbursement under the terms of the Services Agreement as modified by this Order.

10. Before the earlier of: (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (b) the entry of an order closing these chapter 11 cases, should Verita believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Verita must file an application in this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving such application and the payment requested therein. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution or reimbursement.

11. Verita shall use its best efforts and coordinate with the Debtors and its retained professionals to avoid any duplication of services provided by any of the Debtors' other retained professionals in these cases.

12. In the event of any inconsistency between the Services Agreement, the Application, and this Order, the terms of this Order shall govern.

13. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

14. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

15. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Services Agreement**



## VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 17th day of November 2025, between Avenger Flight Group Topco, LLC (together with its affiliates and subsidiaries, the "Company"),<sup>1</sup> and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Terms and Conditions

#### I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, schedules of assets and liabilities and statements of financial affairs, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in the pricing schedule provided to the Company dated November 16, 2025 (the "Verita Fee Structure"). The Verita Fee Structure may be filed with any Bankruptcy Court.

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and subject to the Verita Fee Structure.

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



## VERITA AGREEMENT FOR SERVICES

Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its prices, charges and rates; provided, however, that Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate as agreed to in advance in writing by the Company.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within thirty (30) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$30,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the



## VERITA AGREEMENT FOR SERVICES

Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) (a) upon thirty (30) days' written notice to the other party or (b) Court Order if following the Retention Order; or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.



## VERITA AGREEMENT FOR SERVICES

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or



## VERITA AGREEMENT FOR SERVICES

commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day



## VERITA AGREEMENT FOR SERVICES

after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: [dfoster@veritaglobal.com](mailto:dfoster@veritaglobal.com)

Avenger Flight Group  
c/o Sierra Constellation Partners  
ATTN: Larry Perkins  
101 Creekside Crossing Suite 1700-388 Brentwood,  
TN 37027  
Tel: 213-289-9060  
E-Mail: [lperkins@scpllc.com](mailto:lperkins@scpllc.com)

Or to such other address as the party to receive the notice or request so designates by written notice to the other. Any notices sent to the Company shall be concurrently sent to Greg Demo via email at [gdemo@pszjlaw.com](mailto:gdemo@pszjlaw.com).

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.



## VERITA AGREEMENT FOR SERVICES

### XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

A handwritten signature in cursive script, appearing to read "Evan Gershbein".

BY: Evan Gershbein                      DATE: 11/21/25  
TITLE: EVP, Corporate Restructuring Services

Company

A handwritten signature in cursive script, appearing to read "Marc Sullivan".

BY: Marc Sullivan                      DATE: 11/24/2025  
TITLE: Chief Financial Officer

**Exhibit B**

**Gershbein Declaration**

**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. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT  
OF DEBTORS’ APPLICATION FOR AUTHORIZATION TO  
EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC  
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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I, Evan Gershbein, declare under penalty of perjury as follows:

1. I am an Executive Vice President of Corporate Restructuring Services for Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), whose offices are located at 222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor, El Segundo, California 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

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<sup>1</sup> 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. This declaration (this “Declaration”) is made in support of the *Debtors’ Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor Agent Effective as of the Petition Date* (the “Application”).<sup>2</sup>

3. This Declaration incorporates the *Declaration of Evan Gershbein in Support of Debtors’ Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* attached as Exhibit B to the Section 156(c) Application [Docket No. 4-2].

4. As Administrative Advisor, Verita will perform the Administrative Services specified in the Application and the Services Agreement.

5. Verita is one of the country’s leading chapter 11 administrators, with experience in notice, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has provided the Administrative Services and has acted as the notice and claims agent in numerous cases of comparable size in this district. Verita has substantial experience providing the Administrative Services in numerous cases of comparable size, including several cases in this Court. *See, e.g., In re Fulcrum Bioenergy, Inc., et al.*, Case No. 24-12008 (TMH) (Bankr. D. Del. Oct. 15, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Aug. 19, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul. 18, 2024); *In re Supply Source Enterprises, Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. Jun. 4, 2024); *In re Sticky’s Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. May 16, 2024); *In re SC Healthcare Holding, LLC et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Apr. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re InVivo*

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

*Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc., et al.*, No. 23-11120 (BLS) (Bankr. D. Del. Sept. 5, 2023); *In re Lordstown Motors Corp., et al.*, No. 23-10831 (MFW) (Bankr. D. Del. July 25, 2023); *In re PGX Holdings, Inc., et al.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023); *In re KDC Agribusiness LLC, et al.*, No. 23-10786 (CTG) (Bankr. D. Del. July 18, 2023); *In re Plastiq Inc., et al.*, No. 23-10671 (BLS) (Bankr. D. Del. June 19, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, No. 23-10497 (CTG) (Bankr. D. Del. May 25, 2023); *In re Standayne LLC, et al.*, No. 23-10207 (TMH) (Bankr. D. Del. Mar. 29, 2023); *In re Starry Group Holdings, Inc., et al.*, No. 23-10219 (KBO) (Bankr. D. Del. Mar. 21, 2023); *In re Tricida, Inc.*, Case No. 23-10024 (JTD) (Bankr. D. Del. Feb. 26, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re First Guaranty Mortgage Corp., et al.*, Case No. 22-1058 (CTG) (Bankr. D. Del. Jul. 28, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 30, 2022); *In re Sequential Brands Group, Inc., et al.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021); *In re Alex and Ani, LLC, et al.*, Case No. 21-10746 (CTG) (Bankr. D. Del. Jun. 15, 2021); *In re TECT Aerospace Group Holdings, Inc., et al.*, Case No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021); *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, Case No. 21-10637 (JTD) (Bankr. D. Del. Apr. 30, 2021); *In re Medley LLC*, Case No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021); *In re Chaparral Energy, Inc.*, Case No. 20-11947 (MFW) (Bank. D. Del. Sep. 10, 2020).

6. In connection with its proposed retention by the Debtors in these chapter 11 cases, Verita undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Verita obtained from the Debtors' representatives the names of individuals and entities that may

be parties in interest in these cases (the “Potential Parties in Interest”), which are listed on **Exhibit 1** attached hereto.

7. Following a review of the list of the Potential Parties in Interest, Verita represents (i) that it has no connections and (ii) that it is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as would be required by section 327(a) of the Bankruptcy Code, and neither Verita nor any of its employees represents an interest materially adverse to the Debtors’ estates with respect to any matter upon which Verita is to be engaged. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

8. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Verita and its professional personnel:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of the chapter 11 cases, directors, officers or employees of the Debtors; and
- c. do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the, the Debtors.

9. The Debtors have many creditors and, accordingly, Verita may have rendered and may continue to render services to certain of these creditors in matters unrelated to the chapter 11 cases, either as vendors or in cases where Verita serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. Verita has not and will not represent the separate interests of any such creditor in the chapter 11 cases. To the best of my knowledge, neither Verita, nor any of its professional personnel, has any relationship with the Debtors that would impair Verita’s ability to serve as Notice and Claims Agent or Administrative Advisor.

Verita has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships, except to the extent that Verita and counsel to the Debtors have communicated concerning the preparations for the chapter 11 cases, are unrelated to the chapter 11 cases. In addition, Verita personnel may have relationships with some of the Debtors' creditors. Such relationships are, however, of a personal or financial nature and are unrelated to the chapter 11 cases. Verita has and will continue to represent clients in matters unrelated to the chapter 11 cases and has and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to the chapter 11 cases.

10. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

11. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii)

GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

12. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtors, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

13. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

14. Verita has informed the Debtors that, subject to Court approval, it will invoice the Debtors at its standard hourly rates, which are set forth in the Services Agreement.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: March 3, 2026

Respectfully submitted,

/s/ Evan Gershbein

Evan Gershbein  
Executive Vice President  
Kurtzman Carson Consultants, LLC dba  
Verita Global  
222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor  
El Segundo, California 90245  
Telephone: (310) 823-9000

**EXHIBIT 1**

**PPI List**

Name	Category
Avenger Flight Group, LLC	Debtors
AFG Latam Holding Corp.	Debtors
AFG Sim Holding Corp.	Debtors
AFG Latam, LLC	Debtors
AFG Latam Sim Holdings III, LLC	Debtors
AFG Latam Sim Holdings, LLC	Debtors
AFG Latam Sim Holdings II, LLC	Debtors
AFG Latam Sim Holdings IV, LLC	Debtors
AFG Dallas, LLC	Debtors
AFG Dallas III, LLC	Debtors
AFG Dallas IV, LLC	Debtors
AFG EU Operations Corp.	Debtors
AFG FLL, LLC	Debtors
AFG Orlando, LLC	Debtors
AFG Sanford, LLC	Debtors
Papi Flight Training, LLC	Debtors
Avenger Flight Training, LLC	Debtors
AFG Mexico Corp.	Debtors
Avenger Flight Group Europe, Corp.	Debtors
Avenger Flight Group Topco, LLC	Debtors
Avenger Flight Group Mexico II, S. DE R.L. DE C.V	Debtors
IPT Training Holding, LLC	Non-Debtor Affiliate
Avenger Flight Group Mexico, S. DE R.L. DE C.V	Non-Debtor Affiliate
Avenger Flight Group Italia S.R.L	Non-Debtor Affiliate
Avenger Flight Group Colombia S.A.S.	Non-Debtor Affiliate
Avenger Flight Group Espana, S.L.	Non-Debtor Affiliate
Avenger Flight Group Germany GmbH	Non-Debtor Affiliate
AFG FTD Germany GmbH	Non-Debtor Affiliate
IPT Assets Germany GmbH	Non-Debtor Affiliate
Avenger Flight Group Israel Holdings Ltd.	Non-Debtor Affiliate
Avenger Flight Group Affiliate Ltd.	Non-Debtor Affiliate
Avenger Mexico Management, S. de R.L. de C.V.	Non-Debtor Affiliate
Avenger Flight Group India Private Limited	Non-Debtor Affiliate
FTD Asset Espana S.L.	Non-Debtor Affiliate
Chief Judge Karen B. Owens	Bankruptcy Judge
Judge Brendan L. Shannon	Bankruptcy Judge
Judge Craig T. Goldblatt	Bankruptcy Judge
Judge J. Kate Stickles	Bankruptcy Judge
Judge John T. Dorsey	Bankruptcy Judge
Judge Laurie Selber Silverstein	Bankruptcy Judge
Judge Mary F. Walrath	Bankruptcy Judge
Judge Tomas M. Horan	Bankruptcy Judge
Bank of America	Banks
Citibank, N.A.	Banks
City National Bank	Banks
mBank	Banks
Oxford Commercial Finance	Banks
Santander Bank	Banks
Andres Restrepo (former)	Current & Former D&Os
Eduardo Carrasco	Current & Former D&Os
Elsa Gagnon	Current & Former D&Os
John Pinavage (former)	Current & Former D&Os
Luis Mier (former)	Current & Former D&Os
Marc Sullivan	Current & Former D&Os
Pedro Sors (former)	Current & Former D&Os
Shawn Goodfellow (former)	Current & Former D&Os
Continental Casualty Company	Insurance Providers
Continental Casualty Company	Insurance Providers
Endurance American Specialty Insurance Company	Insurance Providers
Everest National Insurance	Insurance Providers
Fidelity and Guaranty Insurance Company	Insurance Providers
Great American E&S Insurance Company - TANGO	Insurance Providers
National Union Fire Insurance Company of Pittsburg, PA	Insurance Providers

Name	Category
QBE Insurance Corporation	Insurance Providers
Starr Indemnity & Liability Company	Insurance Providers
The Travelers Lloyds Insurance Company	Insurance Providers
Wright Flood	Insurance Providers
Zurich American Insurance Company	Insurance Providers
Zurich American Insurance Company	Insurance Providers
Zurich American Insurance Company	Insurance Providers
BCAD/Sheltair Aviation Center LLC	Landlord
Bisbel Hispania S.L	Landlord
BKM Management Company	Landlord
Central Alameda, LLC	Landlord
Duke Realty Corporation	Landlord
Duke Secured Financing 2009 - 1ALZ, LLC	Landlord
Estructuras Diva, S.A de C.V.	Landlord
Famargo, S.A. de C.V.	Landlord
Infinity JYLP, LLC	Landlord
Jones Lang LaSalle Americas Inc.	Landlord
Litium Inmobiliaria, S.A. DE C.V.	Landlord
OLI Holdings II (DE) LLC	Landlord
Orientamos	Landlord
Prologis	Landlord
Alcof III NUBT, L.P.	Lenders
Alcof III UBT, L.P.	Lenders
Evergreen Credit Opportunities LLC	Lenders
Marathon Distressed Credit Fund, L.P.	Lenders
Marathon Distressed Credit Master Fund	Lenders
Marathon Stepstone Master Fund, L.P.	Lenders
MCSP Sub, LLC	Lenders
Midocean Tactical Solutions Fund LP.	Lenders
Wilmington Trust, National Association is DIP Agent	Lenders
Alma LED Italy	Legal Firms/Professionals
Alston and Bird	Legal Firms/Professionals
Alvarez & Marsal Tax LLC	Legal Firms/Professionals
Banker Lopez Gassler P.A	Legal Firms/Professionals
CMS Trust N.V.	Legal Firms/Professionals
Cole Schotz	Legal Firms/Professionals
Crido Legal Baran	Legal Firms/Professionals
Crido Poland	Legal Firms/Professionals
ELP ( India)	Legal Firms/Professionals
FIELDFISHER LLP	Legal Firms/Professionals
Flick Gocke Schaumburg Germany	Legal Firms/Professionals
Garrigues Mexico	Legal Firms/Professionals
Garrigues Spain	Legal Firms/Professionals
GORNITZKY & CO., Advocates	Legal Firms/Professionals
Gray Robinson Trademark	Legal Firms/Professionals
Gray Robinson, P.A.	Legal Firms/Professionals
Herzog Israel	Legal Firms/Professionals
Ibáñez Parkman Abogados	Legal Firms/Professionals
IMC Int'Management & Trust	Legal Firms/Professionals
Landis Rath & Cobb LLP	Legal Firms/Professionals
L&B PARTNERS AVVOCATI	Legal Firms/Professionals
Moore & Van Allen PLLC	Legal Firms/Professionals
NELSON MULLINS RILEY	Legal Firms/Professionals
Posse Herrera Ruiz Colombia	Legal Firms/Professionals
Proskauer Rose LLP	Legal Firms/Professionals
Salazar Law	Legal Firms/Professionals
Schilling, Zutt & Anschütz	Legal Firms/Professionals
Steevensz/Beckers	Legal Firms/Professionals
Vedder Price PC	Legal Firms/Professionals
FFS Lease B.V.	Lessors
Nations Fund I, LLC	Lessors
Nediar S.A.S.	Lessors
Nefpass LLC	Lessors

Name	Category
SIM International Lease B.V.	Lessors
SIM International Lease I B.V.	Lessors
SIM International Lease II B.V.	Lessors
Sim International Lease III B.V.	Lessors
Crew Pilot Training, Inc.	Litigation Parties
International Aviation Training, S.L. (Plaintiff in Madrid Spain)	Litigation Parties
Israel Vargas	Litigation Parties
Itasca Construction Associates	Litigation Parties
Prologis, Inc., and its affiliate Liberty AIPO Limited Partnership	Litigation Parties
Rose Construction	Litigation Parties
ALCOF III NUBT, L.P.,	Potential Adverse Parties
ALCOF III UBT, L.P.	Potential Adverse Parties
Alison Sors	Potential Adverse Parties
Allegiant Air, LLC	Potential Adverse Parties
Angela Andrea Restrepo	Potential Adverse Parties
Apollo Industrial Center	Potential Adverse Parties
Arbour Lane Fund III GP, LLC, GP	Potential Adverse Parties
Bardoli Holdings Corp.	Potential Adverse Parties
BCAD/Sheltair Aviation Center LLC	Potential Adverse Parties
Biowound	Potential Adverse Parties
Bisbel Hispania S.L.	Potential Adverse Parties
BKM Management Company	Potential Adverse Parties
Bow Industries	Potential Adverse Parties
Central Alameda, LLC	Potential Adverse Parties
Cercano Management LLC	Potential Adverse Parties
Elsa Gagnon	Potential Adverse Parties
Evergreen CREDIT Opportunities LLC	Potential Adverse Parties
Export Development Canada	Potential Adverse Parties
FTD Systems	Potential Adverse Parties
Infinity JYLP, LLC	Potential Adverse Parties
John Pincavage	Potential Adverse Parties
Jones Lang LaSalle	Potential Adverse Parties
Luis Mier	Potential Adverse Parties
Marathon Asset Management L.P.	Potential Adverse Parties
Marathon Distressed Credit Fund, L.P.	Potential Adverse Parties
Marathon Distressed Credit Master Fund	Potential Adverse Parties
Marathon Stepstone Master Fund, L.P.	Potential Adverse Parties
MCSP Sub, LLC	Potential Adverse Parties
MidOcean Credit Fund Management	Potential Adverse Parties
MidOcean Tactical Solutions Fund LP,	Potential Adverse Parties
Monterrey Landlords (Estructuras Diva, S.A de C.V.); (Famargo, S.A. de C.V.); (Litium Inmobiliaria, S.A. DE C.V.)	Potential Adverse Parties
OLI Holdings II (DE) LLC	Potential Adverse Parties
Orientamos Rionegros S.A.S	Potential Adverse Parties
Patriot Capital III SBIC, L.P.	Potential Adverse Parties
Patriot Capital III, L.P.	Potential Adverse Parties
Pedro Sors	Potential Adverse Parties
Prologis/Liberty AIPO Limited Partnership	Potential Adverse Parties
Raymond James	Potential Adverse Parties
SADR Logistics services	Potential Adverse Parties
Seacoast Capital Partners III, L.P.	Potential Adverse Parties
Seacoast Capital Partners IV, L.P.	Potential Adverse Parties
Sim International B.V.	Potential Adverse Parties
Spirit Airlines	Potential Adverse Parties
Ultramar Credit Holdings, Ltd	Potential Adverse Parties
Vida Mar Enterprises, LLC	Potential Adverse Parties
Andrew R. Vara	U.S. Trustee's Office
Benjamin Hackman	U.S. Trustee's Office
Christine Green	U.S. Trustee's Office
Diane Giordano	U.S. Trustee's Office
Dion Wynn	U.S. Trustee's Office
Edith A. Serrano	U.S. Trustee's Office
Elizabeth Thomas	U.S. Trustee's Office

Name	Category
Hannah M. McCollum	U.S. Trustee's Office
Hawa Konde	U.S. Trustee's Office
Holly Dice	U.S. Trustee's Office
James R. O'Malley	U.S. Trustee's Office
Jane Leamy	U.S. Trustee's Office
Allegiant Air, LLC	Top 30 Unsecured Creditor
Spirit Airlines, Inc.	Top 30 Unsecured Creditor
Pedro Sors	Top 30 Unsecured Creditor
Prologis	Top 30 Unsecured Creditor
John Pincavage	Top 30 Unsecured Creditor
Alison Sors	Top 30 Unsecured Creditor
SADR Logistics Services Company	Top 30 Unsecured Creditor
Bow Systems	Top 30 Unsecured Creditor
Bardoli Holdings Corp.	Top 30 Unsecured Creditor
Raymond James & Associates, Inc.	Top 30 Unsecured Creditor
FTD Systems & Associates, LLC	Top 30 Unsecured Creditor
Vida Mar Enterprises LLC	Top 30 Unsecured Creditor
Angela Andrea Restrepo, PA	Top 30 Unsecured Creditor
Decature Business Center, LLC	Top 30 Unsecured Creditor
Valley View Owner, LLC	Top 30 Unsecured Creditor
Multiple Pilot Simulations (MPS)	Top 30 Unsecured Creditor
Simulator Components, Inc.	Top 30 Unsecured Creditor
De La Hoz, Perez & Barbeito, PLLC	Top 30 Unsecured Creditor
Aviovision NV	Top 30 Unsecured Creditor
AE Texas	Top 30 Unsecured Creditor
Omega Air, Inc.	Top 30 Unsecured Creditor
Duke Secured Financitn 2009-1ALZ,LLC	Top 30 Unsecured Creditor
Atlas Electronics, Inc.	Top 30 Unsecured Creditor
Infinity JYLP, LLC	Top 30 Unsecured Creditor
Krauthamer & Associates LLC	Top 30 Unsecured Creditor
Frontier Airlines, Inc.	Top 30 Unsecured Creditor
Quality Bearings Online LTD	Top 30 Unsecured Creditor
Aramark Refreshment Services	Top 30 Unsecured Creditor
Fieldfisher LLP UK	Top 30 Unsecured Creditor
SIM Internation Lease I B.V. and Affiliates	Top 30 Unsecured Creditor

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

In re:

AVENGER FLIGHT GROUP, LLC, *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 26-10183 (MFW)

(Jointly Administered)

Hearing Date: March 24, 2026 at 3:00 pm (ET)  
Objection Deadline March 17, 2026 at 4:00 pm (ET)

**NOTICE OF DEBTORS' APPLICATION FOR AUTHORIZATION TO EMPLOY AND  
RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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**PLEASE TAKE NOTICE** that, on March 3, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor Effective as of the Petition Date* (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Court").

**PLEASE TAKE FURTHER NOTICE** that any responses to the Application must be in writing and filed with the Clerk of the Court, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received on or **before 4:00 p.m. (prevailing Eastern Time) on March 17, 2026.**

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<sup>1</sup> 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.

**PLEASE TAKE FURTHER NOTICE** that at the same time, you must also serve a copy of the response or objection upon: (i) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801), Attn: Richard M. Pachulski ([rpachulski@pszjlaw.com](mailto:rpachulski@pszjlaw.com)), Mary F. Caloway ([mcaloway@pszjlaw.com](mailto:mcaloway@pszjlaw.com)) and Gregory V. Demo ([gdemo@pszjlaw.com](mailto:gdemo@pszjlaw.com)); (ii) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Attn: Jon Lipshie, Esq. ([jon.lipshie@usdoj.gov](mailto:jon.lipshie@usdoj.gov)); (iii) counsel to the DIP Lenders, (a) Proskauer Rose LLP, Eleven Times Square, New York, New York 10036 (Attn: David M. Hillman ([dhillman@proskauer.com](mailto:dhillman@proskauer.com)) and Matthew R. Koch ([mkoch@proskauer.com](mailto:mkoch@proskauer.com))), and (b) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801 (Attn: Matthew B. McGuire ([mcguire@lrclaw.com](mailto:mcguire@lrclaw.com))); (iv) counsel to the DIP Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: William Hao ([william.hao@alston.com](mailto:william.hao@alston.com)) and Dylan S. Cassidy ([dylan.cassidy@alston.com](mailto:dylan.cassidy@alston.com))); and (v) proposed counsel for the official committee of unsecured creditors: (a) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019-6099, Attn: Brett H. Miller ([bmiller@willkie.com](mailto:bmiller@willkie.com)), Todd M. Goren ([tgoren@willkie.com](mailto:tgoren@willkie.com)), James H. Burbage ([jburbage@willkie.com](mailto:jburbage@willkie.com)) and Joseph R. Brandt ([jbrandt@willkie.com](mailto:jbrandt@willkie.com)), and (b) Womble Bond Dickinson, 1313 N. Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew P. Ward ([matthew.ward@wbd-us.com](mailto:matthew.ward@wbd-us.com)) and Todd A. Atkinson ([todd.atkinson@wbd-us.com](mailto:todd.atkinson@wbd-us.com)).

**PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON MARCH 24, 2026 AT 3:00 P.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE MARY F. WALRATH, UNITED STATES BANKRUPTCY**

COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM NO. 4, WILMINGTON, DELAWARE 19801.

**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE FINAL RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: March 3, 2026

**PACHULSKI STANG ZIEHL & JONES LLP**

*/s/ Mary F. Caloway*

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Richard M. Pachulski, Esq. (admitted *pro hac vice*)

Mary F. Caloway, Esq. (DE Bar No. 3059)

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- and -

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cmackle@pszjlaw.com

*Proposed Counsel to the Debtors and Debtors in Possession*