

**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)  
  
Related Docket Nos. 11, 70

**FINAL 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”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of a final order (this “Final Order”): (a) authorizing, but not directing, the Debtors to pay certain prepetition claims of (i) Critical Vendors up to the Final Critical Vendor Cap, (ii) Foreign Vendors up to the final Foreign Vendor Cap, (iii) 503(b)(9) Claimants, and (iv) Lien Claimants up to the Final 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

<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 have the meanings ascribed to them in the Motion.



post-petition in the ordinary course of business; (d) authorizing applicable banks and other financial institutions to honor and process related checks and transfers; and (e) 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 a **final** basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay the Critical Vendor Claims; *provided* that such payments shall not exceed \$150,000.00 in the aggregate unless otherwise ordered by the Court after notice and a hearing.
3. The Debtors are authorized, but not directed, to pay the Foreign Vendor Claims; *provided* that such payments shall not exceed \$15,000.00 in the aggregate unless otherwise ordered by the Court after notice and a hearing.

4. The Debtors are authorized, but not directed, to pay the Lien Claims; *provided* that such payments shall not exceed \$30,000.00 in the aggregate unless otherwise ordered by the Court after notice and a hearing.

5. 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 unless otherwise ordered by the Court.

6. 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.

7. 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.

8. The Vendor Agreement, substantially in the form attached to the Interim Order 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.

9. The Debtors shall consult with the DIP Lenders and the Official Committee of Unsecured Creditors prior to entering into any Vendor Agreement which deviates materially from the form approved by paragraph 8 hereof.

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

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 Final 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 then 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 Final Order.

14. In accordance with this Final 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 in this Final Order, or the Debtors' payment of any claims pursuant to this Final 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 Final 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 Final Order.

16. 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.

17. 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.

18. Notwithstanding anything to the contrary in this Final 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.

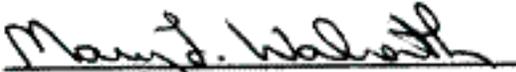
19. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

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

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

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

**Dated: March 6th, 2026**  
**Wilmington, Delaware**  
4900-8190-3224.10 05863.00001

  
**MARY F. WALRATH**  
**UNITED STATES BANKRUPTCY JUDGE**