IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-90611 (MI) (Jointly Administered)

NOTICE OF FILING OF REVISED SOLICITATION ORDER AND EXHIBITS TO FIRST AMENDED DISCLOSURE STATEMENT

PLEASE TAKE NOTICE that, on June 1, 2023 (the "***Petition Date***"), Wesco Aircraft Holdings, Inc. and its affiliated debtors and debtors-in-possession (collectively, the "***Debtors***" or "***Incora***") filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

PLEASE TAKE FURTHER NOTICE that, on December 27, 2023, the Debtors filed their *First Amended Chapter 11 Plan* [Docket No. 1133] (the "***First Amended Plan***").

PLEASE TAKE FURTHER NOTICE that, on December 27, 2022, the Debtors filed their *First Amended Disclosure Statement* [Docket No. 1134] (the "***First Amended Disclosure Statement***").

PLEASE TAKE FURTHER NOTICE that the attached hereto are the following exhibits to the First Amended Disclosure Statement:

Revised Proposed Order	Solicitation Order
Exhibit A	Redline of Solicitation Order Against Previously Filed Draft

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

Exhibit B	Exhibit 1 – Solicitation and Voting Procedures
Exhibit C	Redline of Exhibit 1 – Solicitation and Voting Procedures Against Previously Filed Draft
Exhibit D	Exhibit 2A – Form of Master Ballot for Notes Claims
Exhibit E	Redline of Exhibit 2A – Form of Master Ballot for Notes Claims Against Previously Filed Draft
Exhibit F	Exhibit 2B – Form of Beneficial Holder Ballot for Notes Claims
Exhibit G	Redline of Exhibit 2B – Form of Beneficial Holder Ballot for Notes Claims Against Previously Filed Draft
Exhibit H	Exhibit 2C – Form of Ballot for General Unsecured Claims and General Unsecured Convenience Claims
Exhibit I	Redline of Exhibit 2C – Form of Ballot for General Unsecured Claims and General Unsecured Convenience Claims Against Previously Filed Draft
Exhibit J	Exhibit 2D – Form of Record Holder Ballot for Notes Claims
Exhibit K	Redline of Exhibit 2D – Form of Record Holder Ballot for Notes Claims Against Previously Filed Draft
Exhibit L	Exhibit 3A – Form of Non-Voting Notice for Unimpaired Claims
Exhibit M	Redline of Exhibit 3A – Form of Non-Voting Notice for Unimpaired Claims Against Previously Filed Draft
Exhibit N	Exhibit 3B – Form of Non-Voting Notice for Claims and Interests Deemed to Reject
Exhibit O	Redline of Exhibit 3B – Form of Non-Voting Notice for Claims and Interests Deemed to Reject Against Previously Filed Draft
Exhibit P	Exhibit 3C – Form of Master Notice of Non-Voting Status for Notes Claims
Exhibit Q	Redline Exhibit 3C – Form of Master Notice of Non-Voting Status for Notes Claims of Against Previously Filed Draft
Exhibit R	Exhibit 3D – Form of Notice of Non-Voting Status to Beneficial Holders of Notes Claims
Exhibit S	Redline of Exhibit 3D – Form of Notice of Non-Voting Status to Beneficial Holders of Notes Claims Against Previously Filed Draft
Exhibit T	Exhibit 3E – Form of Non-Voting Notice for Disputed Claims
Exhibit U	Redline of Exhibit 3E – Form of Non-Voting Notice for Disputed Claims Against Previously Filed Draft
Exhibit V	Exhibit 4 – Cover Letter
Exhibit W	Redline of Exhibit 4 – Cover Letter Against Previously Filed Draft
Exhibit X	Exhibit 5 – Confirmation Hearing Notice
Exhibit Y	Redline of Exhibit 5 – Confirmation Hearing Notice Against Previously Filed Draft
Exhibit Z	Exhibit 6 – Plan Supplement Notice

Exhibit AA	Redline of Exhibit 6 – Plan Supplement Notice Against Previously Filed Draft
Exhibit BB	Exhibit 7 – Notice of Assumption of Executory Contracts and/or Unexpired Leases
Exhibit CC	Redline of Exhibit 7 – Notice of Assumption of Executory Contracts and/or Unexpired Leases Against Previously Filed Draft
Exhibit DD	Exhibit 8 – Notice of Rejection of Executory Contracts and/or Unexpired Leases
Exhibit EE	Redline of Against Previously Filed Draft Exhibit 8 – Notice of Rejection of Executory Contracts and/or Unexpired Leases

PLEASE TAKE FURTHER NOTICE that, a hearing will be conducted on the First Amended Plan and First Amended Disclosure Statement on January 11, 2024, at 1:30 p.m. (prevailing Central Time), 2022, the Debtors filed their *First Amended Disclosure Statement* [Docket No. 1134] (the "***First Amended Plan and Disclosure Statement Hearing***").

PLEASE TAKE FURTHER NOTICE that, parties may appear at the First Amended Plan and Disclosure Statement Hearing in-person or by remote participation. For those parties who wish to participate remotely, the audio communication will be by use of the Court's dial-in facility. You may access the facility at 1 (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page (https://www.txs.uscourts.gov/content/united-states-bankruptcy-judge-marvin-isgur). The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

PLEASE TAKE FURTHER NOTICE that, hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's homepage at https://www.txs.uscourts.gov/content/united-states-bankruptcy-judge-marvin-isgur. Select the case name, complete the required fields, and click "Submit" to complete your appearance.

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PLEASE TAKE FURTHER NOTICE that, the debtors reserve the right to, and may, alter, amend, modify or supplement the First Amended Plan and First Amended Disclosure Statement (including the foregoing exhibits thereto) from time to time in accordance with the terms thereof.

PLEASE TAKE FURTHER NOTICE that, copies of the First Amended Plan, First Amended Disclosure Statement and all other documents filed in these Chapter 11 Cases are available free of charge by visiting the Debtors' restructuring website at http://www.kccllc.net/incora. You may also obtain copies of any documents filed in these Chapter 11 Cases for a fee via PACER at http://www.txs.uscourts.gov.

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Dated: January 11, 2024

/s/ Charles A. Beckham, Jr.

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Debtors in Possession

If you have any questions related to this notice, please call (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (International), or visit www.kccllc.net/incora.

CERTIFICATE OF SERVICE

I certify that, on January 11, 2024, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas. In addition, service will be made upon the objecting counterparty, Gulfstream Aerospace Corporation as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

/s/ Charles A. Beckham, Jr.
Charles A. Beckham, Jr.

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. ~~23-23-90611~~**23-90611** (MI) Chapter 11 (Jointly Administered)

ORDER (I) APPROVING THE ~~DISCLOSURE~~ DISCLOSURE STATEMENT, (II) APPROVING ~~SOLICITATION~~ SOLICITATION AND VOTING PROCEDURES, (III) APPROVING FORMS OF BALLOTS,(IV) SCHEDULING A CONFIRMATION HEARING, AND (V) ~~ESTABLISHING~~ ESTABLISHING NOTICE AND OBJECTION PROCEDURES

~~(RELATED TO DOCKET NO. __)~~

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at ~~https://www.kccllc.net/incora~~**https://www.kccllc.net/incora**. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Motion.

Upon the motion (the "***Motion***"),[2] of the above-captioned Debtors for entry of an order approving: (i) the adequacy of information in the Disclosure Statement; (ii) the Solicitation and Voting Procedures; (iii) the forms of Ballots, Master Ballots, and notices in connection therewith; and (iv) certain deadlines with respect to voting and confirmation process, all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and to enter this Order pursuant to 28 U.S.C. § 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, including through the Disclosure Statement Hearing Notice, such notice being adequate and appropriate under the circumstances; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Order; and it appearing that entry of this Order is in the best interests of the Debtors' estates; it is hereby **ORDERED** that:

I. APPROVAL OF THE DISCLOSURE STATEMENT

1. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. The Disclosure Statement (including its exhibits) provides holders of Claims, holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Motion.

II. APPROVAL OF THE PROCEDURES, MATERIALS, AND TIMELINE FOR SOLICITING VOTES ON AND CONFIRMING THE PLAN.

A. Approval of Solicitation and Voting Procedures.

3. The Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with the Solicitation and Voting Procedures attached as **Exhibit 1** to this Order, which are approved in their entirety.

B. Approval of Certain Dates and Deadlines with Respect to the Plan and Disclosure Statement.

4. The following dates and times are established:

Event	Date and Time
Deadline for Filing of Objection to Disclosure Statement	~~December 15~~**January 4**, ~~2023~~**2024**
Voting Record Date	January ~~2~~**9**, 2024
Disclosure Statement Hearing	January ~~4~~**11**, 2024 1:30 p.m. (CST)
Deadline for ~~Commencement of~~ Solicitation[3]	~~No later than~~ January ~~11~~**17**, 2024
Deadline for Publication of Notice of Confirmation Hearing	Within 10 business days after entry of the Disclosure Statement Order, or as soon as reasonably practicable thereafter
Filing of Initial Plan Supplement[4]	**7 days prior to Voting Deadline**
Voting Deadline	~~28 days after commencement of solicitation~~**February 14, 2024** at 5:00 p.m. (CST)
Confirmation Objection Deadline	~~28 days after commencement of solicitation~~**February 14, 2024** at 5:00 p.m. (CST)
Deadline to File Voting Report	Within 2 business days after Voting Deadline
Confirmation Hearing	To be determined

[3] **The Solicitation Agent will use all practicable means to complete Solicitation within the noted timeframe.**

[4] **The initial Plan Supplement, to be filed no later than 7 days prior to the Voting Deadline, will include a summary of the material terms of the New Exit Notes and the New Takeback Notes.**

C. Approval of the Form and Distribution of Solicitation Packages to Parties Entitled to Vote on the Plan.

5. The Confirmation Hearing shall be adjourned in the event any notice of a breach or a 1L Noteholder Termination Event (to be defined in the Restructuring Support Agreement) has been delivered by the Required Consenting 1L Noteholders under the Restructuring Support Agreement until (a) such alleged breach is cured (if capable of cure), (b) such notice has been rescinded by the Required Consenting 1L Noteholders, or (c) the Court determines that there is no breach or 1L Noteholder Termination Event under the Restructuring Support Agreement.

6. The Solicitation Packages shall be transmitted on or before the Solicitation Deadline, or as soon as reasonably practicable thereafter, to those holders of Claims entitled to vote on the Plan as of the Voting Record Date. The Solicitation Packages shall include the following, the form of each of which is approved:

a. the Cover Letter;

b. a copy of the Solicitation and Voting Procedures;

c. a Ballot (or Master Ballot, as applicable), together with detailed voting instructions and a pre-addressed, postage pre-paid return envelope;

d. the Disclosure Statement (and its exhibits, including the Plan);

e. the Disclosure Statement Order (without exhibits);

f. the Confirmation Hearing Notice; and

g. such other materials as the Court may direct.

7. The Debtors shall distribute Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Deadline. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

8. The Debtors are authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order (without exhibits, except the Solicitation and Voting Procedures) to holders of Claims entitled to vote on the Plan in electronic medium (e.g., flash drive). The Cover Letter, the Ballots, and the Confirmation Hearing Notice shall be distributed on paper. The Debtors shall provide, at the Debtors' expense, paper copies of any electronically

distributed documents upon request to the Solicitation Agent. On or before the Solicitation Deadline, the Debtors shall provide complete Solicitation Packages (excluding Ballots) to the U.S. Trustee and to all parties on the 2002 List as of the Voting Record Date.

9. The Solicitation Agent is authorized to assist the Debtors in: (a) distributing the Solicitation Packages and related materials; (b) receiving, tabulating, and reporting on the Ballots and Master Ballots cast to accept or reject the Plan; (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors regarding the Plan.

10. The Solicitation Agent is authorized to accept Ballots (except for Beneficial Holder Ballots and Master Ballots) via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by any such electronic submission shall become part of the record of any Ballot submitted in this manner, and the creditor's electronic signature will be deemed to be a legally valid and effective original signature. The Solicitation Agent is authorized to accept Master Ballots from Nominees via email to ~~IncoraBallots@kccllc.com.~~ **IncoraBallots@kccllc.com.**

11. The Solicitation Packages (including the Ballots) and their service in accordance with this Order comply with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances.

D. Approval of the Form of Notices to Non-Voting Classes.

12. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to holders of Claims or Interests in the Non-Voting

Classes. Instead, on or before the Solicitation Deadline, the Solicitation Agent shall mail (first-class postage pre-paid) a Non-Voting Status Notice in lieu of a Solicitation Package, the form of each of which is hereby approved, to the holders of Claims and Interests in the following Classes: Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 3 (ABL Facility Claims), Class ~~7c~~5 (~~General Unsecured Canada/Mexico~~1.25L Notes Claims~~) (if unimpaired~~), Class 8 (PIK Notes Claims), and Class 10 (Existing Equity Interests), as well as holders of General Unsecured Claims in Class 7a or holders of General Unsecured Convenience Claims in Class 7b that are subject to a pending objection.

13. The Debtors are not required to mail Solicitation Packages or other solicitation materials to: (a) holders of Claims that have already been paid in full during the Chapter 11 Cases or that the Debtors are authorized to pay in full in the ordinary course of business pursuant to an order previously entered by this Court; or (b) any party to whom the Disclosure Statement Hearing Notice was sent but was returned as undeliverable; or (c) holders of Claims in Class 9 (Intercompany Claims) and Class 11 (Intercompany Interests).

14. Except as described herein, the Debtors and the Solicitation Agent are authorized to use substantially similar procedures as the procedures for distributing Solicitation Packages to distribute Non-Voting Status Notices and to collect opt-out elections made by recipients of the Non-Voting Status Notices.

15. The Non-Voting Status Notices (including the election forms contained in them) and their service in accordance with this Order comply with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances.

E. Approval of the Confirmation Hearing Notice.

16. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 5**, which shall be filed and served upon parties in interest by January ~~11~~18, 2024 (or as soon as reasonably practicable thereafter) and published in the national edition of the *New York*

Times (national edition), the *Financial Times* (global edition), and any local publications that the Debtors deem appropriate (which shall be disclosed in the Claims Agent's affidavit of service), within ten business days after entry of this Order, or as soon as reasonably practicable thereafter, constitutes adequate and sufficient notice of the hearing to consider approval of the Plan, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections to the Plan, in satisfaction of the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. The Debtors shall also post the Confirmation Hearing Notice on the Debtors' case information website and file it on the Court's docket.

F. Approval of the Procedures for Filing Objections to the Plan.

17. Objections to the Plan will not be considered by the Court unless such objections comply with this Order. Specifically, all objections to confirmation of the Plan or requests for modifications to the Plan, if any, must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court by 5:00 p.m. (CST) on the date that is 28 days after commencement of solicitation.

G. Approval of Notice of Filing of the Plan Supplement.

18. The Plan Supplement Notice, substantially in the form annexed hereto as **Exhibit 6** is approved as reasonable and appropriate.

H. Approval of Notices to Contract and Lease Counterparties.

19. The Debtors are authorized to mail notices of assumption or rejection of Executory Contracts or Unexpired Leases, as applicable, in the forms attached hereto as **Exhibit 7** and **Exhibit 8** respectively, to the applicable counterparties within the time periods specified in the Plan.

I. Non-Substantive Modifications.

20. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Packages, Non-Voting Status Notices, Ballots, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption and Rejection Notices, and related documents without further orders of the Court, including changes to correct typographical and grammatical errors, if any, where, in the Debtors' reasonable discretion, doing so would better facilitate the Plan solicitation process. The Debtors may also modify those documents to fill in (a) the date of the Voting Deadline and the Confirmation Objection Deadline with the date that is 28 days after actual commencement of solicitation and (b) the date of the Confirmation Hearing with the date established by this Order.

III. MISCELLANEOUS

21. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest to object to a proof of claim at any time, including after the Voting Record Date.

22. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (c) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (d) an agreement or obligation to pay any claims, (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (f) an admission as to the validity of any liens satisfied pursuant to this Motion, or (g) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

23. All time periods set forth in this Order or in the Solicitation and Voting Procedures shall be calculated in accordance with Bankruptcy Rule 9006(a).

24. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

25. The Debtors and their agents (including the Solicitation Agent) are authorized to take all steps necessary or appropriate to carry out this Order.

26. The Court shall retain jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____
Houston, Texas

_____

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

EXHIBIT 1 TO
DISCLOSURE STATEMENT APPROVAL ORDER

SOLICITATION AND VOTING PROCEDURES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

SOLICITATION AND VOTING PROCEDURES

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

On [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered the *Order (I) Approving the Disclosure Statement, (II) Approving Solicitation and Voting Procedures; (III) Approving Forms of Ballots; (IV) Scheduling a Confirmation Hearing; and (V) Establishing Notice and Objection Procedures* [Docket. No. [•]] (the "***Disclosure Statement Order***") (a) approving the adequacy of the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (including all of its exhibits and supplements, the "***Disclosure Statement***") (b) approving these solicitation and voting procedures (the "***Solicitation and Voting Procedures***") with respect to confirmation of the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (including all exhibits thereto, the "***Plan***"), (c) approving the forms of ballots and notices in connection therewith, (d) scheduling certain dates with respect thereto, and (e) authorizing the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances or rejections of the Plan from holders of impaired claims who are (or may be) entitled to receive distributions under the Plan.[2]

I. THE VOTING DEADLINE

The Court has approved February 14, 2024, at 5:00 p.m. (CST), as the deadline (the "***Voting Deadline***") to vote on the Plan. The Debtors may extend the Voting Deadline by oral or written notice to Kurtzman Carson Consultants LLC, in its capacity as solicitation agent for the Debtors (the "***Solicitation Agent***"). The Debtors, with the consent of the Required Consenting 1L Noteholders (not to be unreasonably withheld), may extend the Voting Deadline an unlimited number of times, may extend the Voting Deadline by any increment, and may extend the Voting Deadline retroactively. The Debtors will have no obligation to publish, advertise, or otherwise communicate any such extension, other than by notifying each of the Prepetition Indenture Trustees for conveyance to the noteholders in their respective facilities, notifying the First Lien Noteholder Group and the Committee, posting a notice on the Solicitation Agent's website at https://www.kccllc.net/incora, and filing a notice of the extension with the Court.

To be counted as votes to accept or reject the Plan, all ballots casting votes on the Plan ("***Ballots***") must be properly executed, completed, and delivered to the Solicitation Agent by: (1) first class mail; (2) overnight courier; or (3) personal delivery to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245; (4) solely with respect to Class 7a Ballots (excluding 2024 Unsecured Notes Claims, 2026 Unsecured Notes Claims, and 2027 Unsecured Notes Claims), Class 7b Ballots, and Record Holder Ballots, via the online balloting portal at https://www.kccllc.net/incora (an "***E-Ballot***");[3] or (5) solely with respect to Master Ballots from Nominees, via email to IncoraBallots@kccllc.com in each case so that they are actually received, in any case, no later than the Voting Deadline by the Solicitation Agent. Delivery of a Ballot to the Solicitation Agent by fax, electronic mail, or other means of electronic submission (except for eligible Ballots submitted through the E-Ballot portal and Master Ballots submitted via email) will not be valid.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[3] For the avoidance of doubt, Beneficial Holder Ballots and Master Ballots are excluded from submission via the E-Ballot portal.

II. FORM, CONTENT, AND MANNER OF NOTICES

A. The Solicitation Package

The following materials, without duplication, will constitute the solicitation package (the "***Solicitation Package***"):

a. the Cover Letter;

b. these Solicitation and Voting Procedures;

c. the Confirmation Hearing Notice;

d. the approved Disclosure Statement (and its exhibits, including the Plan);

e. the Disclosure Statement Order (excluding exhibits);

f. a Ballot, instructions on how to complete the Ballot, and a pre-paid, pre-addressed return envelope;[4] and

g. such other materials as the Court may direct to include in the Solicitation Package.

B. Distribution of the Solicitation Package

The Solicitation Package shall include the Disclosure Statement (including the Plan and other exhibits), the Disclosure Statement Order (without exhibits, except the Solicitation and Voting Procedures) in electronic format (such as a flash drive), and all other contents of the Solicitation Package, including Ballots, in paper format. Any party that prefers to receive the materials on paper (at the Debtors' expense) may contact the Solicitation Agent by: (a) calling (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international); (b) visiting the Debtors' restructuring website at: https://www.kccllc.net/incora, and/or (c) writing to Incora Claims Processing Center, c/o KCC, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.

The Debtors shall mail, or cause to be mailed, the Solicitation Package to all holders of Claims in the Voting Classes on or before January 17, 2024, who are entitled to vote, as described in Section V.A of the Disclosure Statement. In addition, the Debtors will serve, or cause to be served, all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

To avoid duplication and reduce expenses, the Debtors will make reasonable efforts to ensure that any holder of a Claim who has filed duplicative Claims (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class will receive no more than one

[4] Service of the Solicitation Package or Non-Voting Status Notices to Beneficial Holders of Notes Claims may be performed electronically, or otherwise in nominees' customary practice, in which case they need not contain pre-addressed stamped return envelopes.

Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class.

C. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain holders of Claims that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code, who are not entitled to vote because they are not Impaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code, or who are not entitled to vote because they are Impaired and are not receiving any distribution under the Plan and thus presumed to reject the Plan under section 1126(g) will receive a Non-Voting Status Notice, substantially in the forms attached to the Disclosure Statement Order as **Exhibit 3A**, **Exhibit 3B**, **Exhibit 3C**, **Exhibit 3D**, and **Exhibit 3E**. These notices will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

III. Occurrence of a Termination Date

Upon the occurrence of a Termination Date (to be defined in the Restructuring Support Agreement) (other than a Termination Date as a result of the occurrence of the Effective Date), any and all votes (including any and all votes contained on a Master Ballot) submitted prior to such Termination Date by the Consenting 1L Noteholders subject to such termination shall automatically be deemed, for all purposes, to be null and void from the first instance and shall not be counted in determining the acceptance or rejection of the Plan or for any other purpose. Such votes may be changed or resubmitted regardless of whether the Voting Deadline has passed (without the need to seek a court order or consent from the Debtors allowing such change or resubmission).

IV. Voting and Tabulation Procedures

A. Holders of Claims Entitled to Vote.

Only holders of Claims in the Voting Classes will be entitled to vote on the Plan.

The Court has approved January 9, 2024 as the record date for purposes of determining which holders of claims in the Voting Classes are entitled to vote on the Plan (the "***Voting Record Date***").

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other Entity acting in a fiduciary or representative capacity, that Entity must indicate such capacity when signing. If requested by the Debtors, the signing Entity will be required to submit evidence satisfactory to the Debtors of its authority to so act. Each authorized signatory must submit a separate Ballot for each holder on whose behalf the authorized signatory is voting.

B. Establishing Claim Amounts for Voting Purposes.

The Claim amount established by these Solicitation and Voting Procedures shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. Moreover, any

amounts filled in on any Ballot by the Debtors through the Solicitation Agent or the holder of the Claim, as applicable, are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy will be used to determine the amount of the Claim associated with each claimant's vote:

a. the Claim amount: (i) specified in these Solicitation and Voting Procedures; (ii) settled and/or agreed by the Debtors, as reflected in a document filed with the Court; (iii) set forth in an order of the Court; or (iv) set forth in a document executed by the Debtors pursuant to authority granted by the Court;

b. the Claim amount Allowed pursuant to a Resolution Event under the procedures set forth in these Solicitation and Voting Procedures;

c. the Claim amount contained in a Proof of Claim that has been timely filed (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided* that Ballots cast by holders of Claims who timely file a Proof of Claim in respect of a contingent Claim (for example, a claim based on pending litigation) or in a wholly-unliquidated or unknown amount based on a reasonable review of the Proof of Claim and supporting documentation by the Debtors or their advisors that is not the subject of an objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count in the amount of $1.00 for the purposes of satisfying the amount requirement of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be counted for voting purposes only in the liquidated amount; *provided further*, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Court as referenced in subparagraph (a) above, the Claim amount in the document filed with the Court shall supersede the Claim amount set forth on the Proof of Claim;

d. the Claim amount listed in the Schedules, so long as the Claim (i) is not scheduled as contingent, disputed, or unliquidated and/or has not been paid (in which case, such contingent, disputed, or unliquidated scheduled Claim shall be disallowed for voting purposes) and (ii) has not been superseded by a timely Proof of Claim; and

e. if none of the foregoing applies to a Claim, the Claim will be disallowed for voting purposes.

If a Proof of Claim is amended, the last timely Proof of Claim shall be subject to these rules and will supersede any earlier Claim, which will then be disallowed for voting purposes.

The aggregate Allowed amounts for the 1L Notes Claims, 2024 Unsecured Notes Claims, 2026 Unsecured Notes Claims, and the 2027 Unsecured Notes Claims (collectively, the "***Notes***

Claims") for voting purposes will be the Allowed amount of such Claims that is proposed under the Plan. Furthermore, the amount ascribed to each directly registered holder or Nominee will be proportionate to the principal amount of the respective Notes held by such directly registered holder or Nominee as of the Voting Record Date, as evidenced by the books and records of the respective Indenture Trustees and by securities position reports of the Depository Trust Company ("***DTC***").

C. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

If a Claim (other than a Notes Claim) in Classes 7a or 7b is subject to a pending objection on the Voting Deadline, the holder of the Claim will not be entitled to vote to accept or reject the Plan on account of the claim unless one or more of the following events (each a "***Resolution Event***") occurs at least three business days prior to the Voting Deadline: (a) an order of the Court is entered allowing such claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing; (b) an order of the Court is entered temporarily allowing such claim (or the disputed portion thereof) for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (c) a stipulation or other agreement is executed between the holder of such claim and the Debtors (with the consent of the Committee and the First Lien Noteholder Group, in each case not to be unreasonably withheld) temporarily allowing such claim for voting purposes in an agreed amount; or (d) the pending dispute or objection to such claim is voluntarily withdrawn by each objecting party. No later than two business days following the occurrence of a Resolution Event, the Debtors will cause the Solicitation Agent to distribute via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the holder of the Disputed Claim that has been resolved.

D. Tabulation of Ballots.

Each Ballot enclosed with this Disclosure Statement is marked with the Class in which the corresponding Claim has been placed under the Plan. All votes to accept or reject the Plan must be cast by properly submitting the duly completed and executed Ballot in accordance with the instructions set forth on the applicable Ballot. If a creditor wishes to vote on the Plan, it must complete and sign its Ballot in accordance with the instructions printed on the Ballot, being sure to check one (and only one) of the boxes labeled "**Accept** (vote **for**) the Plan as to each Debtor" or "**Reject** (vote **against**) the Plan as to each Debtor." Any executed Ballot that does not indicate either acceptance or rejection of the Plan, or that indicates both acceptance and rejection of the Plan, will not be counted.

Each holder of multiple Claims within a single Class must vote each of its Claims within that Class either to accept or to reject the Plan and may not split its vote. If a holder of Claims holds multiple Claims within a particular Class, the Debtors may, in their discretion, instruct the Solicitation Agent to aggregate that holder's Claims within the applicable Class for the purpose of counting votes.

As set forth in greater detail on each Ballot's instructions, each Ballot may be submitted in paper form. Each Class 7a Ballot (excluding 2024 Unsecured Notes Claims, 2026 Unsecured Notes Claims, and 2027 Unsecured Notes Claims), Class 7b Ballot, and Record Holder Ballot may alternatively be submitted electronically as an E-Ballot; provided that each voting holder of a

Claim submitting such a Ballot may choose either method at its own risk and should allow sufficient time for timely delivery by the Voting Deadline. Ballots will ***not*** be accepted by fax, email, or other means; provided that Master Ballots may be submitted by email in accordance with the Master Ballot's instructions.

E. Tabulation of Master Ballots.

1. *Record Holders*

A beneficial holder of a Notes Claim that holds a Claim as a record holder in its own name should vote on the Plan by completing and signing a Ballot (a "***Record Holder Ballot***") and returning it directly to the Solicitation Agent on or before the Voting Deadline. The voting amounts of any record holder of a Claim will be the amounts set forth on the books and records of the applicable indenture trustee as of the Voting Record Date.

2. *Beneficial Holders Holding Through DTC Nominees*

a. Beneficial Holders

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Beneficial Holders of Notes Claims who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee (each of the foregoing, a "***Nominee***"). A beneficial holder that holds its claim in "street name" through a Nominee (a "***Beneficial Holder***") may vote on the Plan through one of the following two methods, as selected by the Beneficial Holder's Nominee:

i. Each Beneficial Holder that holds its Claim through a particular Nominee will complete and sign a Ballot (a "***Beneficial Holder Ballot***") and return it to its Nominee, in the manner directed by the Nominee and according to any deadline prescribed by the Nominee to ensure that the Nominee can collect and review Beneficial Holder Ballots and return a completed "master" ballot (a "***Master Ballot***") to the Solicitation Agent by the Voting Deadline.

or

ii. Each Beneficial Holder that holds its Claim through a particular Nominee will receive a pre-validated Beneficial Holder Ballot from its Nominee, which the Beneficial Holder must return directly to the Solicitation Agent by the Voting Deadline.

If it is a Nominee's customary practice to forward solicitation information to Beneficial Holders and to collect votes from them by voter information form ("***VIF***"), email, telephone or other means of communication, the Nominee may employ that method instead of sending a paper Beneficial Holder Ballot and Solicitation Package.

No Beneficial Holder Ballot delivered to a Nominee will be counted unless the Nominee properly delivers to the Solicitation Agent, by the Voting Deadline, either (a) that Beneficial Holder

Ballot with proper validation or (b) a Master Ballot that incorporates the Beneficial Holder's vote and (if applicable) other elections.

If a Beneficial Holder holds Claims through more than one Nominee or through multiple accounts, it may receive more than one Beneficial Holder Ballot. It should then execute a separate Beneficial Holder Ballot for each block of Claims that it holds through a Nominee and return each such Beneficial Holder Ballot to the appropriate Nominee.

Votes cast by Beneficial Holders through Nominees will be applied to the positions held by those Nominees, as of the Voting Record Date, as evidenced by securities position reports obtained from the Depository Trust Company. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of recorded Claims held by the Nominee as of the Voting Record Date.

b. Nominees

A Nominee that is the DTC account holder of Claims on behalf of one or more Beneficial Holders shall obtain votes and other elections from those Beneficial Holders consistent with customary practices for obtaining the votes of securities held in "street name," in one of the following two ways:

i. *Pre-Validated Ballots.* The Nominee may "pre-validate" a Beneficial Holder Ballot by (a) signing the Beneficial Holder Ballot; (b) indicating on the Beneficial Holder Ballot the amount and the account number of the Claims held by the Nominee for the particular Beneficial Holder; and (c) forwarding the Beneficial Ballot, together with the Disclosure Statement, a postage-paid return envelope pre-addressed to the Solicitation Agent, and other materials requested to be forwarded, to the Beneficial Holder for voting. The Beneficial Holder must then complete the information requested in the Beneficial Ballot and return the Beneficial Ballot directly to the Solicitation Agent in the pre-addressed, postage-paid return envelope so that it is received by the Solicitation Agent on or before the Voting Deadline. A list of the Beneficial Holders to whom "pre-validated" Beneficial Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Voting Deadline.

ii. *Master Ballots.* The Nominee may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot through mail, VIF, email, or any other reliable and customary method of collecting votes from a Beneficial Holder, together with the Disclosure Statement, a postage-paid return envelope addressed to the Nominee (in the case of a physical mailing), and other materials requested to be forwarded. Each such Beneficial Holder must then indicate its vote and other elections on the Beneficial Holder Ballot, complete the information requested on

the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. If it is accepted practice for a Nominee to collect votes through a VIF, email, or other method, the Beneficial Holder shall follow the Nominee's instruction for completing and submitting its votes to the Nominee. After collecting the Beneficial Holders' votes, the Nominee should, in turn, complete a Master Ballot compiling the votes and other information from the Beneficial Holders, execute the Master Ballot, and deliver the Master Ballot to the Solicitation Agent so that it is received by the Solicitation Agent at or before the Voting Deadline. All Beneficial Ballots returned by Beneficial Holders should either be forwarded to the Solicitation Agent along with the Master Ballot or retained by the Nominee for inspection for at least one year from the Voting Deadline. **Each Nominee should advise its Beneficial Holders to return their Beneficial Ballots to the Nominee by a date and time calculated by the Nominee to allow it to prepare and return the Master Ballot to the Solicitation Agent so that the Master Ballot is received by the Solicitation Agent on or before the Voting Deadline.**

3. *Notices of Non-Voting Status for Holders of 1.25L Notes and PIK Notes*

The Debtors may apply similar procedures as the foregoing to distribute Notices of Non-Voting Status to holders of 1.25L Notes and PIK Notes and to allow such holders to opt out of the Third-Party Releases.

F. Opt-Out from Releases

The Plan contains the Third-Party Release provisions. If a holder of Claims or Interests is not entitled to vote on the Plan, votes to reject the Plan, or does not vote on the Plan, that holder may opt out of the Third-Party Release by checking the box labeled "**Opt out** of the Third-Party Release" that follows the Third-Party Release provisions on the applicable Ballot or Notice of Non-Voting Status. If a creditor votes to accept the Plan, it is deemed to have consented to the Third-Party Release regardless of whether it has checked the opt-out box. If a creditor opts out of consenting to the Third-Party Release, then it will not be a Released Party, even if it would otherwise be entitled to be a Released Party.

Regardless of whether a holder votes on acceptance or rejection of the Plan, it must return its Ballot or Notice of Non-Voting Status at or before the Voting Deadline in compliance with the instructions in order to opt out of the Third-Party Release.

G. Treatment as General Unsecured Convenience Claim

The Plan provides different treatment for General Unsecured Claims and General Unsecured Convenience Claims. Holders of Allowed General Unsecured Claims will share in the Settlement Equity Pool, which is defined to be 3.5% of the New Common Equity, subject to

dilution by the Management Incentive Plan. Holders of Allowed General Unsecured Convenience Claims will share in the Settlement Cash Pool, which is defined to be $7,500,000, except that no holder will receive more than 10% of the Allowed amount of its General Unsecured Convenience Claim. While the Disclosure Statement provides estimates of recoveries for both Classes of Claims, the Debtors cannot give any assurances regarding the value of distributions provided to holders of either Class, and cannot advise holders whether to elect treatment in the Class of General Unsecured Convenience Claims.

Under the Plan, every Claim other than an Administrative Expense, an Other Secured Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an ABL Facility Claim, a 1L Notes Claim, a 1.25L Notes Claim, a PIK Notes Claim, or an Intercompany Claim is either (a) a General Unsecured Claim or (b) a General Unsecured Convenience Claim. Every 2024 Unsecured Notes Claim, 2026 Unsecured Notes Claim and 2027 Unsecured Notes Claim is a General Unsecured Claim rather than a General Unsecured Convenience Claim. Every remaining Claim that is Allowed in an amount of up to $1,500,000 is a General Unsecured Convenience Claim rather than a General Unsecured Claim. Every remaining Claim that is Allowed in an amount greater than $1,500,000 is a General Unsecured Claim, unless the holder elects to waive any amount in excess of $1,500,000 and accept treatment as a General Unsecured Convenience Claim in the amount of $1,500,000.

In accordance with the Plan, if a holder of one or more Claims that are Allowed in an amount in excess of $1,500,000 and that otherwise meet the criteria for classification as General Unsecured Convenience Claims, such holder may opt to have the Claim(s) treated as a General Unsecured Convenience Claim by making an election to waive any Allowed amounts that are in excess of $1,500,000.

H. Withdrawal or Change of Votes

If multiple Ballots are received from the same holder with respect to the same Claim prior to the Voting Deadline, the last properly executed, timely submitted electronic Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot. If no such electronic Ballot submission is made, the last properly executed, timely submitted paper Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior paper Ballot submission. Following the Voting Deadline, a holder may not change its vote in a previously cast Ballot from acceptance to rejection, without first obtaining authority from the Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a).

I. Waivers of Defects and Irregularities

Unless otherwise directed by the Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots will be determined by the Debtors in their sole discretion, which determination will be final and binding. Effective withdrawals of Ballots must be delivered to the Solicitation Agent prior to the Voting Deadline. The Debtors reserve the absolute right to contest the validity of any purported withdrawal. The Debtors also reserve the right to reject any and all Ballots not in proper form or the acceptance of which would, in the opinion of the Debtors or their counsel, be unlawful. The Debtors further reserve the right to waive any defects or irregularities or conditions of delivery as to any particular

Ballot or to waive the Voting Deadline as to any particular Ballot, in each case with notice to the Committee and notice to and consent of the First Lien Noteholder Group (consent of the First Lien Noteholder Group not to be unreasonably withheld) and subject to contrary order of the Court. The Debtors' interpretation of the Ballot and its instructions will be final and binding on all parties, unless otherwise ordered by the Court. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Court) determine. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

The Debtors will note in the Voting Report all defects or irregularities or conditions of delivery that were waived as to any particular Ballot, all Ballots as to which the Voting Deadline was waived, all Ballots that were rejected (along with the reason for rejection), and all opt outs to the Releases.

J. Agreements Upon Furnishing Ballots

The delivery of a Ballot that votes to accept the Plan will constitute the agreement of the corresponding creditor with respect to such Ballot to accept: (a) all of the terms of, and conditions to, the Solicitation; and (b) the terms of the Plan including the injunction, releases, and exculpations set forth in the Plan.

K. Notices in Respect of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and/or Unexpired Leases that receive a *Notice of Assumption of Executory Contracts and/or Unexpired Leases* substantially in the form attached as **Exhibit 7** to the Disclosure Statement Order may file an objection to the Debtors' proposed assumption, including an objection that asserts a Cure Claim different than the one proposed by the Debtors. Objections must be filed, served and actually received by the Debtors no later than 5:00 p.m. (CST) on February 14, 2024, (the "***Confirmation Objection Deadline***"), as set forth in the applicable notice of assumption.

Counterparties to Executory Contracts and/or Unexpired Leases that receive a *Notice of Rejection of Executory Contracts and/or Unexpired Leases* substantially in the form attached as **Exhibit 8** to the Disclosure Statement Order may file an objection to the Debtors' proposed rejection. Objections must be filed, served and actually received by the Debtors no later than the Confirmation Objection Deadline, as set forth in the applicable notice of rejection.

V. Amendments to the Plan and Solicitation and Voting Procedures

The Debtors may make non-substantive or immaterial changes to the Disclosure Statement, Disclosure Statement Hearing Notice, Plan, Confirmation Hearing Notice, Solicitation Packages, Non-Voting Status Notices, Ballots, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption Notice, Tabulation Procedures, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if

any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution. The Debtors shall include information regarding remote attendance at the Confirmation Hearing.

EXHIBIT C

EXHIBIT 1 TO
DISCLOSURE STATEMENT APPROVAL ORDER

SOLICITATION AND VOTING PROCEDURES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

SOLICITATION AND VOTING PROCEDURES

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

On [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered the *Order (I) Approving the Disclosure Statement, (II) Approving Solicitation and Voting Procedures; (III) Approving Forms of Ballots; (IV) Scheduling a Confirmation Hearing; and (V) Establishing Notice and Objection Procedures* [~~Dkt~~**Docket**. No. [•]] (the "***Disclosure Statement Order***") (a) approving the adequacy of the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~**Docket**. No. [•]] (including all of its exhibits and supplements, the "***Disclosure Statement***") (b) approving these solicitation and voting procedures (the "***Solicitation and Voting Procedures***") with respect to confirmation of the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~**Docket**. No. [•]] (including all exhibits thereto, the "***Plan***"), (c) approving the forms of ballots and notices in connection therewith, (d) scheduling certain dates with respect thereto, and (e) authorizing the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances or rejections of the Plan from holders of impaired claims who are (or may be) entitled to receive distributions under the Plan.[2]

I. THE VOTING DEADLINE

The Court has approved **February 14, 2024, at** 5:00 p.m. (CST) ~~on the date that is 28 days after commencement of solicitation~~, as the deadline (the "***Voting Deadline***") to vote on the Plan. The Debtors may extend the Voting Deadline by oral or written notice to Kurtzman Carson Consultants LLC, in its capacity as solicitation agent for the Debtors (the "***Solicitation Agent***"). The Debtors**, with the consent of the Required Consenting 1L Noteholders (not to be unreasonably withheld),** may extend the Voting Deadline an unlimited number of times, may extend the Voting Deadline by any increment, and may extend the Voting Deadline retroactively. The Debtors will have no obligation to publish, advertise, or otherwise communicate any such extension, other than by notifying each of the Prepetition Indenture Trustees for conveyance to the noteholders in their respective facilities, **notifying the First Lien Noteholder Group and the Committee,** posting a notice on the Solicitation Agent's website at https://www.kccllc.net/incora, and filing a notice of the extension with the Court.

To be counted as votes to accept or reject the Plan, all ballots casting votes on the Plan ("***Ballots***") must be properly executed, completed, and delivered to the Solicitation Agent by: (1) first class mail; (2) overnight courier; or (3) personal delivery to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245; (4) solely with respect to Class 7a Ballots (excluding ~~1L~~**2024 Unsecured** Notes ~~Deficiency~~ Claims**, 2026 Unsecured Notes Claims,** and 2027 Unsecured Notes Claims), Class 7b Ballots~~, [Class 7c Ballots]~~, and Record Holder Ballots, via the online balloting portal at https://www.kccllc.net/incora (an "***E-Ballot***");[3] or (5) solely with respect to Master Ballots from Nominees, via email to IncoraBallots@kccllc.com in each case so that they are actually received, in any case, no later than the Voting Deadline by the Solicitation Agent. Delivery of a Ballot to the Solicitation Agent by fax, electronic mail, or other means of electronic submission (except

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[3] For the avoidance of doubt, Beneficial Holder Ballots and Master Ballots are excluded from submission via the E-Ballot portal.

for eligible Ballots submitted through the E-Ballot portal and Master Ballots submitted via email) will not be valid.

II. Form, Content, and Manner of Notices

A. The Solicitation Package

The following materials, without duplication, will constitute the solicitation package (the "***Solicitation Package***"):

a. the Cover Letter;

b. these Solicitation and Voting Procedures;

c. the Confirmation Hearing Notice;

d. the approved Disclosure Statement (and its exhibits, including the Plan);

e. the Disclosure Statement Order (excluding exhibits);

f. a Ballot, instructions on how to complete the Ballot, and a pre-paid, pre-addressed return envelope;[4] and

g. such other materials as the Court may direct to include in the Solicitation Package.

B. Distribution of the Solicitation Package

The Solicitation Package shall include the Disclosure Statement (including the Plan and other exhibits), the Disclosure Statement Order (without exhibits, except the Solicitation and Voting Procedures) in electronic format (such as a flash drive), and all other contents of the Solicitation Package, including Ballots, in paper format. Any party that prefers to receive the materials on paper (at the Debtors' expense) may contact the Solicitation Agent by: (a) calling (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international); (b) visiting the Debtors' restructuring website at: https://www.kccllc.net/incora, and/or (c) writing to Incora Claims Processing Center, c/o KCC, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.

The Debtors shall mail, or cause to be mailed, the Solicitation Package to all holders of Claims in the Voting Classes on or before January ~~11~~17, 2024, who are entitled to vote, as described in Section V.A of the Disclosure Statement. In addition, the Debtors will serve, or cause to be served, all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

To avoid duplication and reduce expenses, the Debtors will make reasonable efforts to ensure that any holder of a Claim who has filed duplicative Claims (whether against the same or

[4] Service of the Solicitation Package or Non-Voting Status Notices to Beneficial Holders of Notes Claims may be performed electronically, or otherwise in nominees' customary practice, in which case they need not contain pre-addressed stamped return envelopes.

multiple Debtors) that are classified under the Plan in the same Voting Class will receive no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class.

C. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain holders of Claims that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code, who are not entitled to vote because they are not Impaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code, or who are not entitled to vote because they are Impaired and are not receiving any distribution under the Plan and thus presumed to reject the Plan under section 1126(g) will receive a Non-Voting Status Notice, substantially in the forms attached to the Disclosure Statement Order as **Exhibit 3A**, **Exhibit 3B**, **Exhibit 3C**, **Exhibit 3D**, and **Exhibit 3E**. These notices will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

III. Occurrence of a Termination Date

Upon the occurrence of a Termination Date (to be defined in the Restructuring Support Agreement) (other than a Termination Date as a result of the occurrence of the Effective Date), any and all votes (including any and all votes contained on a Master Ballot) submitted prior to such Termination Date by the Consenting 1L Noteholders subject to such termination shall automatically be deemed, for all purposes, to be null and void from the first instance and shall not be counted in determining the acceptance or rejection of the Plan or for any other purpose. Such votes may be changed or resubmitted regardless of whether the Voting Deadline has passed (without the need to seek a court order or consent from the Debtors allowing such change or resubmission).

IV. Voting and Tabulation Procedures

A. Holders of Claims Entitled to Vote.

Only holders of Claims in the Voting Classes will be entitled to vote on the Plan.

The Court has approved January ~~2~~9, 2024 as the record date for purposes of determining which holders of claims in the Voting Classes are entitled to vote on the Plan (the "***Voting Record Date***").

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other Entity acting in a fiduciary or representative capacity, that Entity must indicate such capacity when signing. If requested by the Debtors, the signing Entity will be required to submit evidence satisfactory to the Debtors of its authority to so act. Each authorized signatory must submit a separate Ballot for each holder on whose behalf the authorized signatory is voting.

B. Establishing Claim Amounts for Voting Purposes.

The Claim amount established by these Solicitation and Voting Procedures shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. Moreover, any amounts filled in on any Ballot by the Debtors through the Solicitation Agent or the holder of the Claim, as applicable, are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy will be used to determine the amount of the Claim associated with each claimant's vote:

a. the Claim amount: (i) specified in these Solicitation and Voting Procedures; (ii) settled and/or agreed by the Debtors, as reflected in a document filed with the Court; (iii) set forth in an order of the Court; or (iv) set forth in a document executed by the Debtors pursuant to authority granted by the Court;

b. the Claim amount Allowed pursuant to a Resolution Event under the procedures set forth in these Solicitation and Voting Procedures;

c. the Claim amount contained in a Proof of Claim that has been timely filed (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided* that Ballots cast by holders of Claims who timely file a Proof of Claim in respect of a contingent Claim (for example, a claim based on pending litigation) or in a wholly-unliquidated or unknown amount based on a reasonable review of the Proof of Claim and supporting documentation by the Debtors or their advisors that is not the subject of an objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count in the amount of $1.00 for the purposes of satisfying the amount requirement of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be counted for voting purposes only in the liquidated amount; *provided further*, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Court as referenced in subparagraph (a) above, the Claim amount in the document filed with the Court shall supersede the Claim amount set forth on the Proof of Claim;

d. the Claim amount listed in the Schedules, so long as the Claim (i) is not scheduled as contingent, disputed, or unliquidated and/or has not been paid (in which case, such contingent, disputed, or unliquidated scheduled Claim shall be disallowed for voting purposes) and (ii) has not been superseded by a timely Proof of Claim; and

e. if none of the foregoing applies to a Claim, the Claim will be disallowed for voting purposes.

If a Proof of Claim is amended, the last timely Proof of Claim shall be subject to these rules and will supersede any earlier Claim, which will then be disallowed for voting purposes.

The aggregate Allowed amounts for the 1L ~~Notes Claims, 1.25L~~ Notes Claims, 2024 Unsecured Notes Claims, 2026 Unsecured Notes Claims, and the 2027 Unsecured Notes Claims (collectively, the "***Notes Claims***") for voting purposes will be the Allowed amount of such Claims that is proposed under the Plan. Furthermore, the amount ascribed to each directly registered holder or Nominee will be proportionate to the principal amount of the respective Notes held by such directly registered holder or Nominee as of the Voting Record Date, as evidenced by the books and records of the respective Indenture Trustees and by securities position reports of the Depository Trust Company ("***DTC***").

C. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

If a Claim (other than a Notes Claim) in Classes 7a ~~through [7c]~~**or 7b** is subject to a pending objection on the Voting Deadline, the holder of the Claim will not be entitled to vote to accept or reject the Plan on account of the claim unless one or more of the following events (each a "***Resolution Event***") occurs at least three business days prior to the Voting Deadline: (a) an order of the Court is entered allowing such claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing; (b) an order of the Court is entered temporarily allowing such claim (or the disputed portion thereof) for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (c) a stipulation or other agreement is executed between the holder of such claim and the Debtors (~~subject to the Claim Objection and Settlement Procedures Order, or otherwise~~ with the consent of the Committee and the First Lien Noteholder Group**, in each case not to be unreasonably withheld**) temporarily allowing such claim for voting purposes in an agreed amount; or (d) the pending dispute or objection to such claim is voluntarily withdrawn by each objecting party. No later than two business days following the occurrence of a Resolution Event, the Debtors will cause the Solicitation Agent to distribute via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the holder of the Disputed Claim that has been resolved.

D. Tabulation of Ballots.

Each Ballot enclosed with this Disclosure Statement is marked with the Class in which the corresponding Claim has been placed under the Plan. All votes to accept or reject the Plan must be cast by properly submitting the duly completed and executed Ballot in accordance with the instructions set forth on the applicable Ballot. If a creditor wishes to vote on the Plan, it must complete and sign its Ballot in accordance with the instructions printed on the Ballot, being sure to check one (and only one) of the boxes labeled "**Accept** (vote **for**) the Plan as to each Debtor" or "**Reject** (vote **against**) the Plan as to each Debtor." Any executed Ballot that does not indicate either acceptance or rejection of the Plan, or that indicates both acceptance and rejection of the Plan, will not be counted.

Each holder of multiple Claims within a single Class must vote each of its Claims within that Class either to accept or to reject the Plan and may not split its vote. If a holder of Claims holds multiple Claims within a particular Class, the Debtors may, in their discretion, instruct the Solicitation Agent to aggregate that holder's Claims within the applicable Class for the purpose

of counting votes. ~~Each holder of a 1L Notes Claim must vote its secured Claim in Class 4 (1L Notes Claims) and their unsecured 1L Notes Deficiency Claim in Class 7a (General Unsecured Claims) through a single ballot.~~

As set forth in greater detail on each Ballot's instructions, each Ballot may be submitted in paper form. Each Class 7a Ballot (excluding ~~1L~~**2024 Unsecured** Notes ~~Deficiency~~ Claims**, 2026 Unsecured Notes Claims,** and 2027 Unsecured Notes Claims), Class 7b Ballot**,** and Record Holder Ballot may alternatively be submitted electronically as an E-Ballot; provided that each voting holder of a Claim submitting such a Ballot may choose either method at its own risk and should allow sufficient time for timely delivery by the Voting Deadline. Ballots will ***not*** be accepted by fax, email, or other means; provided that Master Ballots may be submitted by email in accordance with the Master Ballot's instructions.

~~If multiple Ballots are received from the same holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot, subject to Bankruptcy Rule 3018(a); provided that a holder may not change its vote in a previously cast Ballot from acceptance to rejection or from rejection to acceptance without first obtaining authority from the Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a). Accordingly, a Ballot changing a vote in a previously submitted Ballot without authority from the Court will not be counted. In the case of multiple forms of submission, electronic submission will supersede paper submission, regardless of when ballots are received.~~

E. Tabulation of Master Ballots.

1. *Record Holders*

A beneficial holder of a Notes Claim that holds a Claim as a record holder in its own name should vote on the Plan by completing and signing a Ballot (a "***Record Holder Ballot***") and returning it directly to the Solicitation Agent on or before the Voting Deadline. The voting amounts of any record holder of a Claim will be the amounts set forth on the books and records of the applicable indenture trustee as of the Voting Record Date.

2. *Beneficial Holders Holding Through DTC Nominees*

a. Beneficial Holders

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Beneficial Holders of Notes Claims who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee (each of the foregoing, a "***Nominee***"). A beneficial holder that holds its claim in "street name" through a Nominee (a "***Beneficial Holder***") may vote on the Plan through one of the following two methods, as selected by the Beneficial Holder's Nominee:

i. Each Beneficial Holder that holds its Claim through a particular Nominee will complete and sign a Ballot (a "***Beneficial Holder Ballot***") and return it to its Nominee, in the manner directed by the Nominee and according to any deadline prescribed by the Nominee to ensure that the Nominee can collect and review Beneficial Holder Ballots and return a completed "master" ballot (a "***Master Ballot***") to the Solicitation Agent by the Voting Deadline.

or

ii. Each Beneficial Holder that holds its Claim through a particular Nominee will receive a pre-validated Beneficial Holder Ballot from its Nominee, which the Beneficial Holder must return directly to the Solicitation Agent by the Voting Deadline.

If it is a Nominee's customary practice to forward solicitation information to Beneficial Holders and to collect votes from them by voter information form ("***VIF***"), email, telephone or other means of communication, the Nominee may employ that method instead of sending a paper Beneficial Holder Ballot and Solicitation Package.

No Beneficial Holder Ballot delivered to a Nominee will be counted unless the Nominee properly delivers to the Solicitation Agent, by the Voting Deadline, either (a) that Beneficial Holder Ballot with proper validation or (b) a Master Ballot that incorporates the Beneficial Holder's vote and (if applicable) other elections.

If a Beneficial Holder holds Claims through more than one Nominee or through multiple accounts, it may receive more than one Beneficial Holder Ballot. It should then execute a separate Beneficial Holder Ballot for each block of Claims that it holds through a Nominee and return each such Beneficial Holder Ballot to the appropriate Nominee.

Votes cast by Beneficial Holders through Nominees will be applied to the positions held by those Nominees, as of the Voting Record Date, as evidenced by securities position reports obtained from the Depository Trust Company. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of recorded Claims held by the Nominee as of the Voting Record Date.

b. Nominees

A Nominee that is the DTC account holder of Claims on behalf of one or more Beneficial Holders shall obtain votes and other elections from those Beneficial Holders consistent with customary practices for obtaining the votes of securities held in "street name," in one of the following two ways:

i. *Pre-Validated Ballots.* The Nominee may "pre-validate" a Beneficial Holder Ballot by (a) signing the Beneficial Holder Ballot; (b) indicating on the Beneficial Holder Ballot the amount and the account number of the Claims held by the Nominee for the particular Beneficial Holder; and (c) forwarding the Beneficial

Ballot, together with the Disclosure Statement, a postage-paid return envelope pre-addressed to the Solicitation Agent, and other materials requested to be forwarded, to the Beneficial Holder for voting. The Beneficial Holder must then complete the information requested in the Beneficial Ballot and return the Beneficial Ballot directly to the Solicitation Agent in the pre-addressed, postage-paid return envelope so that it is received by the Solicitation Agent on or before the Voting Deadline. A list of the Beneficial Holders to whom "pre-validated" Beneficial Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Voting Deadline.

ii. *Master Ballots.* The Nominee may obtain the votes of Beneficial Holders by forwarding to each Beneficial Holder an unsigned Beneficial Holder Ballot through mail, VIF, email, or any other reliable and customary method of collecting votes from a Beneficial Holder, together with the Disclosure Statement, a postage-paid return envelope addressed to the Nominee (in the case of a physical mailing), and other materials requested to be forwarded. Each such Beneficial Holder must then indicate its vote and other elections on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. If it is accepted practice for a Nominee to collect votes through a VIF, email, or other method, the Beneficial Holder shall follow the Nominee's instruction for completing and submitting its votes to the Nominee. After collecting the Beneficial Holders' votes, the Nominee should, in turn, complete a Master Ballot compiling the votes and other information from the Beneficial Holders, execute the Master Ballot, and deliver the Master Ballot to the Solicitation Agent so that it is received by the Solicitation Agent at or before the Voting Deadline. All Beneficial Ballots returned by Beneficial Holders should either be forwarded to the Solicitation Agent along with the Master Ballot or retained by the Nominee for inspection for at least one year from the Voting Deadline. **Each Nominee should advise its Beneficial Holders to return their Beneficial Ballots to the Nominee by a date and time calculated by the Nominee to allow it to prepare and return the Master Ballot to the Solicitation Agent so that the Master Ballot is received by the Solicitation Agent on or before the Voting Deadline.**

3. *Notices of Non-Voting Status for Holders of 1.25L Notes and PIK Notes*

The Debtors may apply similar procedures as the foregoing to distribute Notices of Non-Voting Status to holders of **1.25L Notes and** PIK Notes and to allow such holders to opt out of the Third-Party Releases.

F. Opt-Out from Releases

The Plan contains the Third-Party Release provisions. If a holder of Claims or Interests is not entitled to vote on the Plan, votes to reject the Plan, or does not vote on the Plan, that holder may opt out of the Third-Party Release by checking the box labeled "**Opt out** of the Third-Party Release" that follows the Third-Party Release provisions on the applicable Ballot or Notice of Non-Voting Status. If a creditor votes to accept the Plan, it is deemed to have consented to the Third-Party Release regardless of whether it has checked the opt-out box. If a creditor opts out of consenting to the Third-Party Release, then it will not be a Released Party, even if it would otherwise be entitled to be a Released Party.

Regardless of whether a holder votes on acceptance or rejection of the Plan, it must return its Ballot or Notice of Non-Voting Status at or before the Voting Deadline in compliance with the instructions in order to opt out of the Third-Party Release.

G. Treatment as General Unsecured Convenience Claim

The Plan provides different treatment for General Unsecured Claims and General Unsecured Convenience Claims. Holders of Allowed General Unsecured Claims will share in the Settlement Equity Pool, which is defined to be 3.5% of the New Common Equity, subject to dilution by the Management Incentive Plan. Holders of Allowed General Unsecured Convenience Claims will share in the Settlement Cash Pool, which is defined to be $7,500,000, except that no holder will receive more than 10% of the Allowed amount of its General Unsecured Convenience Claim. While the Disclosure Statement provides estimates of recoveries for both Classes of Claims, the Debtors cannot give any assurances regarding the value of distributions provided to holders of either Class, and cannot advise holders whether to elect treatment in the Class of General Unsecured Convenience Claims.

Under the Plan, every Claim other than an Administrative Expense, an Other Secured Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an ABL Facility Claim, a 1L Notes Claim, a 1.25L Notes Claim, a PIK Notes Claim, or an Intercompany Claim is either (a) a General Unsecured Claim or (b) a General Unsecured Convenience Claim. Every 2024 Unsecured Notes Claim, 2026 Unsecured Notes Claim and 2027 Unsecured Notes Claim is a General Unsecured Claim rather than a General Unsecured Convenience Claim. Every remaining Claim that is Allowed in an amount of up to $1,500,000 is a General Unsecured Convenience Claim rather than a General Unsecured Claim. Every remaining Claim that is Allowed in an amount greater than $1,500,000 is a General Unsecured Claim, unless the holder elects to waive any amount in excess of $1,500,000 and accept treatment as a General Unsecured Convenience Claim in the amount of $1,500,000.

In accordance with the Plan, if a holder of one or more Claims that are Allowed in an amount in excess of $1,500,000 and that otherwise meet the criteria for classification as

General Unsecured Convenience Claims, such holder may opt to have the Claim(s) treated as a General Unsecured Convenience Claim by making an election to waive any Allowed amounts that are in excess of $1,500,000.

H. ~~G.~~ Withdrawal or Change of Votes

~~Any holder of a Claim that has submitted a Ballot may revoke its Ballot and change its vote by submitting to the Solicitation Agent a subsequent, properly completed, and signed Ballot before the Voting Deadline, subject to Bankruptcy Rule 3018(a); provided that a holder may not change its vote in a previously cast Ballot from acceptance to rejection or from rejection to acceptance without first obtaining authority from the Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a). Accordingly, a Ballot changing a vote in a previously submitted Ballot without authority from the Court will not be counted. If more than one timely, properly completed Ballot is received with respect to the same Claim, the Solicitation Agent will count only the Ballot that the Solicitation Agent determines, in its sole discretion, was the last to be received. However, if a holder timely submits both a paper Ballot and E-Ballot on account of the same Claim, the E-Ballot will be counted, even if the paper Ballot is received later. This Section IV.G shall be without prejudice to Section III hereof.~~

If multiple Ballots are received from the same holder with respect to the same Claim prior to the Voting Deadline, the last properly executed**, timely submitted electronic Ballot** will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot**. If no such electronic Ballot submission is made, the last properly executed, timely submitted paper Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior paper Ballot submission. Following the Voting Deadline,** a holder may not change its vote in a previously cast Ballot from acceptance to rejection**,** without first obtaining authority from the Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a).

I. ~~H.~~ Waivers of Defects and Irregularities

Unless otherwise directed by the Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots will be determined by the Debtors in their sole discretion, which determination will be final and binding. Effective withdrawals of Ballots must be delivered to the Solicitation Agent prior to the Voting Deadline. The Debtors reserve the absolute right to contest the validity of any purported withdrawal. The Debtors also reserve the right to reject any and all Ballots not in proper form or the acceptance of which would, in the opinion of the Debtors or their counsel, be unlawful. The Debtors further reserve the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot~~. The~~ **or to waive the Voting Deadline as to any particular Ballot, in each case with notice to the Committee and notice to and consent of the First Lien Noteholder Group (consent of the First Lien Noteholder Group not to be unreasonably withheld) and subject to contrary order of the Court. The** Debtors' interpretation of the Ballot and its instructions will be final and binding on all parties, unless otherwise ordered by the Court. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Court) determine. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor will any of them incur any liabilities for failure to provide

such notification. Unless otherwise directed by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

The Debtors will note in the Voting Report all defects or irregularities or conditions of delivery that were waived as to any particular Ballot, all Ballots as to which the Voting Deadline was waived, all Ballots that were rejected (along with the reason for rejection), and all opt outs to the Releases.

J. ~~I.~~ Agreements Upon Furnishing Ballots

The delivery of a Ballot that votes to accept the Plan will constitute the agreement of the corresponding creditor with respect to such Ballot to accept: (a) all of the terms of, and conditions to, the Solicitation; and (b) the terms of the Plan including the injunction, releases, and exculpations set forth in the Plan.

K. ~~J.~~ Notices in Respect of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and/or Unexpired Leases that receive a *Notice of Assumption of Executory Contracts and/or Unexpired Leases* substantially in the form attached as **Exhibit 7** to the Disclosure Statement Order may file an objection to the Debtors' proposed assumption, including an objection that asserts a Cure Claim different than the one proposed by the Debtors. Objections must be filed, served and actually received by the Debtors no later than 5:00 p.m. (CST) on ~~the date that is 28 days after commencement of solicitation~~**February 14, 2024,** (the "***Confirmation Objection Deadline***"), as set forth in the applicable notice of assumption.

Counterparties to Executory Contracts and/or Unexpired Leases that receive a *Notice of Rejection of Executory Contracts and/or Unexpired Leases* substantially in the form attached as **Exhibit 8** to the Disclosure Statement Order may file an objection to the Debtors' proposed rejection. Objections must be filed, served and actually received by the Debtors no later than the Confirmation Objection Deadline, as set forth in the applicable notice of rejection.

V. Amendments to the Plan and Solicitation and Voting Procedures

The Debtors may make non-substantive or immaterial changes to the Disclosure Statement, Disclosure Statement Hearing Notice, Plan, Confirmation Hearing Notice, Solicitation Packages, Non-Voting Status Notices, Ballots, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption Notice, Tabulation Procedures, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution. The Debtors shall include information regarding remote attendance at the Confirmation Hearing.

EXHIBIT D

EXHIBIT 2A TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF MASTER BALLOT FOR NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.,*[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

MASTER BALLOT
FOR VOTING ON THE MODIFIED
FIRST AMENDED JOINT CHAPTER 11 PLAN
OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(CLASS [•]–[•] CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing this Master Ballot.

The votes of your Beneficial Holders will be counted only if this Master Ballot is *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Master Ballot is for: Class 4 (1L Notes Claims) and the following Claims in Class 7a: 2024 Unsecured Notes Claims, 2026 Unsecured Notes Claims, and 2027 Unsecured Notes Claims.

The above-captioned debtors and debtors in possession (the "***Debtors***") are soliciting votes on the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* ("***Plan***")[3] described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information by an order dated [•], 2024 [Docket. No. [•]] (the "***Disclosure Statement Order***"). You are receiving this master ballot (the "***Master Ballot***") because you are a broker, bank, or other nominee, or an agent of a broker, bank, or other nominee (a "***Nominee***") or a proxy holder of a Nominee of certain beneficial holders (the "***Beneficial Holders***") of notes identified on **Schedule 1** hereto (the "***Class [•]–[•] Notes Claims***") as of January 9, 2024 (the "***Voting Record Date***"), which gives your Beneficial Holders the right to vote on the Plan. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

This Master Ballot may not be used for any purpose other than for transmitting to the Solicitation Agent (a) the votes of your Beneficial Holders with respect to the Plan and (b) their elections to opt-out of the Third-Party Releases contained in the Plan. If you believe that you received this Master Ballot in error, received a damaged Master Ballot, or lost your Master Ballot, please contact the Solicitation Agent immediately.

You are authorized to collect votes to accept or to reject the Plan from your Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot and through online voting, by phone, fax, or other electronic means.

To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Solicitation Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is February 14, 2024, at 5:00 p.m. (CST).

[3] Capitalized terms used but not defined in this Master Ballot have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING MASTER BALLOT

If the Solicitation Agent does not *actually receive* your Master Ballot on or before February 14, 2024, at 5:00 p.m. (CST), your Beneficial Holders' votes will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

The Debtors are soliciting the votes of your Beneficial Holders on the plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors described in the Disclosure Statement that you have received. The Plan is attached to the Disclosure Statement as **Exhibit A**.

WHEN IS MY MASTER BALLOT DUE?

Your Master Ballot must be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You should distribute Beneficial Holder Ballots to your Beneficial Holders and require their return in sufficient time to assure your timely delivery of this Master Ballot to the Solicitation Agent.

HOW DO I SUBMIT MY MASTER BALLOT?

You may submit your Master Ballot in paper form or electronically by email to IncoraBallots@kccllc.net. You may choose either method at your own risk and should allow sufficient time to guarantee delivery by the Voting Deadline. Ballots will ***not*** be accepted by electronic means other than email.

To submit your Master Ballot in paper form, you must complete, sign, and date the Master Ballot and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to provide the anticipated date and time of delivery. **Be sure to sign and date your Master Ballot** if you submit it in paper form.

WHO SHOULD RECEIVE A BENEFICIAL HOLDER BALLOT?

You should distribute Beneficial Holder Ballots to each Beneficial Holder of notes identified on **Schedule 1** to this Master Ballot as of the Voting Record Date for which you are a Nominee or a proxy holder for a Nominee.

HOW SHOULD I DELIVER SOLICITATION PACKAGES TO BENEFICIAL HOLDERS AND COLLECT VOTES FROM THEM?

You may distribute the Solicitation Packages to Beneficial Holders in accordance with your customary practices. You may also collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, or through online voting, by phone, or by other electronic means. If you do not have a sufficient number of Solicitation Packages or Beneficial Holder Ballots, you should request additional copies from the Solicitation Agent.

If you are transmitting the votes of any Beneficial Holder other than yourself, you may select either of the following options:

- Within 5 Business Days after you receive the Solicitation Package, "Pre-validate" the individual Beneficial Holder Ballots contained in the Solicitation Package and then forward the Solicitation Packages to your Beneficial Holders with the instruction that the Beneficial Holders must return their Beneficial Holder Ballots directly to the Solicitation Agent in the return envelope to be provided in the Solicitation Package. You may "pre-validate" a Beneficial Holder Ballot by (i) signing the Beneficial Holder Ballot and including your DTC participant number; (ii) indicating the account number of the Beneficial Holder and the Class and principal amount of Claims held by you for such Beneficial Holder; and (iii) forwarding the pre-validated Beneficial Holder Ballot together with the rest of the Solicitation Package to the Beneficial Holder. The Beneficial Holder should then complete the remaining information requested on the Beneficial Holder Ballot and return the Beneficial Holder Ballot directly to the Solicitation Agent. You should maintain a list of the Beneficial Holders to whom you send "pre-validated" Beneficial Holder Ballots for inspection for at least one year from the Effective Date.

  or

- Within 5 Business Days after you receive the Solicitation Package, forward the Solicitation Packages to your Beneficial Holders along with a return envelope provided by and addressed to you. Each Beneficial Holder will then return its Beneficial Holder Ballot to you, and you will tabulate the votes of your Beneficial Holders and their opt-out elections on a Master Ballot and return the Master Ballot to the Solicitation Agent. You should advise the Beneficial Holders to return their Beneficial Holder Ballots (or otherwise transmit their votes) to you by a date calculated to allow you to prepare and return the Master Ballot to the Solicitation Agent so that the Master Ballot is actually received by the Solicitation Agent on or before the Voting Deadline.

HOW DO I TABULATE THE VOTES AND ELECTIONS OF BENEFICIAL HOLDERS?

You must (a) compile and validate the votes and other relevant information on each Beneficial Holder Ballot returned to you on a Master Ballot using the customer name or account number assigned by you to each applicable Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Solicitation Agent by the Voting Deadline; and (d) retain all

Beneficial Holder Ballots you received from your Beneficial Holders, whether in hard copy or by electronic means, in your files for a period of one year after the Effective Date. You may be ordered to produce these Beneficial Holder Ballots (or evidence of the vote otherwise transmitted to you) to the Debtors or the Court.

In completing the Master Ballot, you should indicate that you are signing the Master Ballot in your capacity as a Nominee and, if required or requested by the Solicitation Agent, the Debtors, or the Court, you must submit proper evidence of your authority to act on behalf of your Beneficial Holders.

If you are both the Nominee and the Beneficial Holder of any of the Claims voted through the Master Ballot and you wish to vote your Claims, you may return a Beneficial Holder Ballot or Master Ballot for your Claims. In that case, you must vote your entire Claim in a particular Class to either to accept or reject the Plan and may not split your vote.

HOW WILL THE VOTES TRANSMITTED BY MY MASTER BALLOT BE COUNTED?

The votes transmitted through your Master Ballot will be counted only if it is actually received by the Solicitation Agent on or before the Voting Deadline.

If you submit multiple Master Ballots with respect to the same Claims, only the votes transmitted through the last Master Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Master Ballots with respect to the same Claims. However, if you submit valid and timely Master Ballots for the same Claims both in paper form and electronically, only the submission through email will be counted, even if the paper Master Ballot is received later.

Additionally, the following Master Ballots will ***not*** be counted:

- any Master Ballot that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Master Ballot that is illegible;
- any Master Ballot that contains insufficient information to permit the Solicitation Agent to identify the principal amounts voted within each Class;
- any unsigned Master Ballot;
- any Master Ballot that does not contain an original signature (except that signed Master Ballots submitted by email will be deemed to contain an original signature); and
- any Master Ballot submit by a person that is not a Nominee or a proxy holder for a Nominee.

HOW WILL THE SOLICITATION AGENT TABULATE THE VOTES OF MY BENEFICIAL HOLDERS?

The following rules apply:

- Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by the Nominee as of the Voting Record Date, as evidenced by the record and depository listings.
- Votes submitted by a Master Ballot or pre-validated Beneficial Holder Ballots will not be counted in excess of the record amount of the Claims held by the applicable Nominee.
- To the extent that conflicting votes or "over-votes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Solicitation Agent will attempt to reconcile discrepancies with the Nominee.
- To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee's position in the applicable Claims.
- For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating to its holding in that particular account, although the Solicitation Agent may be asked to adjust the principal amount to reflect the claim amount.

I HAVE FURTHER QUESTIONS ABOUT MY MASTER BALLOT.

If you have any questions about your Master Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (877) 499-4509 (toll-free in the U.S. and Canada) or +1 (917) 281-4800 (international), visit the Debtors' restructuring website at https://www.kccllc.net/incora, or email the Solicitation Agent at IncoraBallots@kccllc.com.

MASTER BALLOT

ITEM 1: CERTIFICATION OF AUTHORITY TO VOTE

You certify that, as of the Voting Record Date, you (please check the applicable box):

☐ are a Nominee for each of the Beneficial Holders of the Class [•]–[•] Notes Claims listed in Item 2 below, and the DTC account holder of the Notes underlying such Claims, or

☐ are acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the DTC account holder of the aggregate principal amount of Notes underlying the Class [•]–[•] Notes Claims listed in Item 2 below, or

☐ have been granted a proxy (an original of which is attached) from a Nominee or a Beneficial Holder that is the DTC account holder of the aggregate principal amount of the Notes underlying the Claims listed in Item 2 below, and accordingly, have full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class [•]–[•] Notes Claims set forth in Item 2.

ITEM 2: VOTES ON THE PLAN AND OPT-OUT ELECTIONS

The following votes and opt-out elections of the following Beneficial Holders of Class [•]–[•] Notes Claims, identified by their respective customer account numbers set forth below, are being transmitted through this Master Ballot. I certify that those Beneficial Holders are the Beneficial Holders of the listed Claims as of the Voting Record Date and have delivered to me, as their Nominee, such votes and such elections.

Indicate in the appropriate column below the aggregate principal amount (as of the Voting Record Date) voted for each account or attach that information to this Master Ballot. Please note that each Beneficial Holder must vote all its Claims to accept or reject the Plan and may not split its vote. **Any Beneficial Holder Ballot that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan should not be counted**. Indicate whether each Beneficial Holder checked the Third-Party Release opt-out box or left it blank by checking or leaving blank the "opt-out" box on each row.

Your Customer Acct. Number	**Principal Amount**	**Select only one**		**Third-Party Release Opt-Out**
		Accept the Plan	**Reject the Plan**	
	$			
Total	$			

ITEM 3: CERTIFICATIONS

By signing this Master Ballot, you certify to the Court and the Debtors that:

1. you have received a copy of the Disclosure Statement, (including the Plan and other exhibits) and the rest of the Solicitation Package and have delivered copies of such documents, including the Beneficial Holder Ballots, to each of the Beneficial Holders listed in Item 2 above;

2. you have received a properly completed and signed Beneficial Holder Ballot (or another vote submission in accordance with your customary procedures) from each Beneficial Holder listed in Item 2 above;

3. you are the DTC account holder of the principal amount of Notes underlying the Claims listed in Item 2 above or you have been authorized by each Beneficial Holder of the Claims listed in Item 2 to vote on the Plan;

4. no other Master Ballots with respect to the Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then such Master Ballots are hereby revoked;

5. you have properly disclosed (i) the number of Beneficial Holders who completed the Beneficial Holder Ballots or otherwise conveyed their votes to you; (ii) the respective principal amounts of the Notes held by each such Beneficial Holder; (iii) each such Beneficial Holder's vote on the Plan; (iv) each such Beneficial Holder's election with respect to opting out from the Third-Party Releases; and (v) the customer account or other identification number for each such Beneficial Holder; and

6. you will maintain the Beneficial Holder Ballots or other evidence of the votes cast by your Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and will disclose such information to the Court or the Debtors if requested.

Name of Nominee: _____
(print or type)

DTC Participant No. _____

Name of Proxy Holder or Agent for Nominee (if applicable): _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

SCHEDULE 1 TO MASTER BALLOT

Please check one box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate directly on the Master Ballot):

	Description	Class(es)	CUSIP/ISIN
☐	10.50% 1st Lien Secured Bonds (144A)	4	950814 AA 1 / US950814AA18
☐	10.50% 1st Lien Secured Bonds (AI)	4	950814 AC 7 / US950814AC73
☐	10.50% 1st Lien Secured Bonds (REGS)	4	U96085 AA 0 / USU96085AA07
☐	8.50% Sr Unsecured Bonds (144A)	7a	97789L AC 0 / US97789LAC00
☐	8.50% Sr Unsecured Bonds (REGS)	7a	U9716L AC 0 / USU9716LAC01
☐	9.00% Sr Unsecured Bonds (144A)	7a	97789L AB 2 / US97789LAB27
☐	9.00% Sr Unsecured Bonds (REGS)	7a	U9716L AB 2 / USU9716LAB28
☐	13.125% Sr Unsecured Bonds (144A)	7a	97789L AA 4 / US97789LAA44
☐	13.125% Sr Unsecured Bonds (REGS)	7a	U9716L AA 4 / USU9716LAA45

EXHIBIT E

EXHIBIT 2A TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF MASTER BALLOT FOR NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.,*[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

MASTER BALLOT ~~FOR~~ FOR VOTING ON THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(CLASS [•]–[•] CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing this Master Ballot.

The votes of your Beneficial Holders will be counted only if this Master Ballot is *actually received* by the Debtors'

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Master Ballot is for: Class 4 (1L Notes Claims)~~, Class 5 (1.25L Notes Claims), Class 6a (2026 Unsecured Notes Claims, Class 6b (2024 Unsecured Notes Claims),~~ and the following Claims in Class 7a: ~~1L~~2024 Unsecured Notes ~~Deficiency~~ Claims, 2026 Unsecured Notes Claims, and 2027 Unsecured Notes Claims.

Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024.*

The above-captioned debtors and debtors in possession (the "***Debtors***") are soliciting votes on the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* ("***Plan***")[3] described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]] (the "***Disclosure Statement Order***"). You are receiving this master ballot (the "***Master Ballot***") because you are a broker, bank, or other nominee, or an agent of a broker, bank, or other nominee (a "***Nominee***") or a proxy holder of a Nominee of certain beneficial holders (the "***Beneficial Holders***") of notes identified on **Schedule 1** hereto (the "***Class [•]–[•] Notes Claims***") as of January ~~2~~**9**, 2024 (the "***Voting Record Date***"), which gives your Beneficial Holders the right to vote on the Plan. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

This Master Ballot may not be used for any purpose other than for transmitting to the Solicitation Agent (a) the votes of your Beneficial Holders with respect to the Plan and (b) their elections to opt-out of the Third-Party Releases contained in the Plan. If you believe that you received this Master Ballot in error, received a damaged Master Ballot, or lost your Master Ballot, please contact the Solicitation Agent immediately.

You are authorized to collect votes to accept or to reject the Plan from your Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot and through online voting, by phone, fax, or other electronic means.

To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Solicitation Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is February ~~[•]~~14, 2024, at 5:00 p.m. (CST).

[3] Capitalized terms used but not defined in this Master Ballot have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING MASTER BALLOT

If the Solicitation Agent does not *actually receive* your Master Ballot on or before February ~~[•]~~14, 2024, at 5:00 p.m. (CST), your Beneficial Holders' votes will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

The Debtors are soliciting the votes of your Beneficial Holders on the plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors described in the Disclosure Statement that you have received. The Plan is attached to the Disclosure Statement as **Exhibit A**.

WHEN IS MY MASTER BALLOT DUE?

Your Master Ballot must be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You should distribute Beneficial Holder Ballots to your Beneficial Holders and require their return in sufficient time to assure your timely delivery of this Master Ballot to the Solicitation Agent.

HOW DO I SUBMIT MY MASTER BALLOT?

You may submit your Master Ballot in paper form or electronically by email to IncoraBallots@kccllc.net. You may choose either method at your own risk and should allow sufficient time to guarantee delivery by the Voting Deadline. Ballots will ***not*** be accepted by electronic means other than email.

To submit your Master Ballot in paper form, you must complete, sign, and date the Master Ballot and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to provide the anticipated date and time of delivery. **Be sure to sign and date your Master Ballot** if you submit it in paper form.

WHO SHOULD RECEIVE A BENEFICIAL HOLDER BALLOT?

You should distribute Beneficial Holder Ballots to each Beneficial Holder of notes identified on **Schedule 1** to this Master Ballot as of the Voting Record Date for which you are a Nominee or a proxy holder for a Nominee.

HOW SHOULD I DELIVER SOLICITATION PACKAGES TO BENEFICIAL HOLDERS AND COLLECT VOTES FROM THEM?

You may distribute the Solicitation Packages to Beneficial Holders in accordance with your customary practices. You may also collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, or through online voting, by phone, or by other electronic means. If you do not have a sufficient number of Solicitation Packages or Beneficial Holder Ballots, you should request additional copies from the Solicitation Agent.

If you are transmitting the votes of any Beneficial Holder other than yourself, you may select either of the following options:

- Within 5 Business Days after you receive the Solicitation Package, "Pre-validate" the individual Beneficial Holder Ballots contained in the Solicitation Package and then forward the Solicitation Packages to your Beneficial Holders with the instruction that the Beneficial Holders must return their Beneficial Holder Ballots directly to the Solicitation Agent in the return envelope to be provided in the Solicitation Package. You may "pre-validate" a Beneficial Holder Ballot by (i) signing the Beneficial Holder Ballot and including your DTC participant number; (ii) indicating the account number of the Beneficial Holder and the Class and principal amount of Claims held by you for such Beneficial Holder; and (iii) forwarding the pre-validated Beneficial Holder Ballot together with the rest of the Solicitation Package to the Beneficial Holder. The Beneficial Holder should then complete the remaining information requested on the Beneficial Holder Ballot and return the Beneficial Holder Ballot directly to the Solicitation Agent. You should maintain a list of the Beneficial Holders to whom you send "pre-validated" Beneficial Holder Ballots for inspection for at least one year from the Effective Date.

or

- Within 5 Business Days after you receive the Solicitation Package, forward the Solicitation Packages to your Beneficial Holders along with a return envelope provided by and addressed to you. Each Beneficial Holder will then return its Beneficial Holder Ballot to you, and you will tabulate the votes of your Beneficial Holders and their opt-out elections on a Master Ballot and return the Master Ballot to the Solicitation Agent. You should advise the Beneficial Holders to return their Beneficial Holder Ballots (or otherwise transmit their votes) to you by a date calculated to allow you to prepare and return the Master Ballot to the Solicitation Agent so that the Master Ballot is actually received by the Solicitation Agent on or before the Voting Deadline.

HOW DO I TABULATE THE VOTES AND ELECTIONS OF BENEFICIAL HOLDERS?

You must (a) compile and validate the votes and other relevant information on each Beneficial Holder Ballot returned to you on a Master Ballot using the customer name or account number assigned by you to each applicable Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Solicitation Agent by the Voting Deadline; and (d) retain all Beneficial Holder Ballots you received from your Beneficial Holders, whether in hard copy or by electronic means, in your files for a period of one year after the Effective Date. You may be ordered to produce these Beneficial Holder Ballots (or evidence of the vote otherwise transmitted to you) to the Debtors or the Court.

In completing the Master Ballot, you should indicate that you are signing the Master Ballot in your capacity as a Nominee and, if required or requested by the Solicitation Agent, the Debtors, or the Court, you must submit proper evidence of your authority to act on behalf of your Beneficial Holders.

If you are both the Nominee and the Beneficial Holder of any of the Claims voted through the Master Ballot and you wish to vote your Claims, you may return a Beneficial Holder Ballot or Master Ballot for your Claims. In that case, you must vote your entire Claim in a particular Class to either to accept or reject the Plan and may not split your vote.

HOW WILL THE VOTES TRANSMITTED BY MY MASTER BALLOT BE COUNTED?

The votes transmitted through your Master Ballot will be counted only if it is actually received by the Solicitation Agent on or before the Voting Deadline.

If you submit multiple Master Ballots with respect to the same Claims, only the votes transmitted through the last Master Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Master Ballots with respect to the same Claims. However, if you submit valid and timely Master Ballots for the same Claims both in paper form and electronically, only the submission through email will be counted, even if the paper Master Ballot is received later.

Additionally, the following Master Ballots will ***not*** be counted:

- any Master Ballot that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Master Ballot that is illegible;
- any Master Ballot that contains insufficient information to permit the Solicitation Agent to identify the principal amounts voted within each Class;
- any unsigned Master Ballot;

- any Master Ballot that does not contain an original signature (except that signed Master Ballots submitted by email will be deemed to contain an original signature); and
- any Master Ballot submit by a person that is not a Nominee or a proxy holder for a Nominee.

How will the Solicitation Agent tabulate the votes of my Beneficial Holders?

The following rules apply:

- Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by the Nominee as of the Voting Record Date, as evidenced by the record and depository listings.
- Votes submitted by a Master Ballot or pre-validated Beneficial Holder Ballots will not be counted in excess of the record amount of the Claims held by the applicable Nominee.
- To the extent that conflicting votes or "over-votes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Solicitation Agent will attempt to reconcile discrepancies with the Nominee.
- To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee's position in the applicable Claims.
- For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating to its holding in that particular account, although the Solicitation Agent may be asked to adjust the principal amount to reflect the claim amount.

I have further questions about my Master Ballot.

If you have any questions about your Master Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (877) 499-4509 (toll-free in the U.S. and Canada) or +1 (917) 281-4800 (international), visit the Debtors' restructuring website at https://www.kccllc.net/incora, or email the Solicitation Agent at IncoraBallots@kccllc.com.

MASTER BALLOT

ITEM 1: CERTIFICATION OF AUTHORITY TO VOTE

You certify that, as of the Voting Record Date, you (please check the applicable box):

☐ are a Nominee for each of the Beneficial Holders of the Class [•]–[•] Notes Claims listed in Item 2 below, and the DTC account holder of the Notes underlying such Claims, or

☐ are acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the DTC account holder of the aggregate principal amount of Notes underlying the Class [•]–[•] Notes Claims listed in Item 2 below, or

☐ have been granted a proxy (an original of which is attached) from a Nominee or a Beneficial Holder that is the DTC account holder of the aggregate principal amount of the Notes underlying the Claims listed in Item 2 below, and accordingly, have full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class [•]–[•] Notes Claims set forth in Item 2.

ITEM 2: VOTES ON THE PLAN AND OPT-OUT ELECTIONS

The following votes and opt-out elections of the following Beneficial Holders of Class [•]–[•] Notes Claims, identified by their respective customer account numbers set forth below, are being transmitted through this Master Ballot. I certify that those Beneficial Holders are the Beneficial Holders of the listed Claims as of the Voting Record Date and have delivered to me, as their Nominee, such votes and such elections.

Indicate in the appropriate column below the aggregate principal amount (as of the Voting Record Date) voted for each account or attach that information to this Master Ballot. Please note that each Beneficial Holder must vote all its Claims to accept or reject the Plan and may not split its vote. **Any Beneficial Holder Ballot that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan should not be counted**. Indicate whether each Beneficial Holder checked the Third-Party Release opt-out box or left it blank by checking or leaving blank the "opt-out" box on each row.

Your Customer Acct. Number	**Principal Amount**	**Select only one**		**Third-Party Release Opt-Out**
		Accept the Plan	**Reject the Plan**	
	$			
Total	$			

ITEM 3: CERTIFICATIONS

By signing this Master Ballot, you certify to the Court and the Debtors that:

1. you have received a copy of the Disclosure Statement, (including the Plan and other exhibits) and the rest of the Solicitation Package and have delivered copies of such documents, including the Beneficial Holder Ballots, to each of the Beneficial Holders listed in Item 2 above;
2. you have received a properly completed and signed Beneficial Holder Ballot (or another vote submission in accordance with your customary procedures) from each Beneficial Holder listed in Item 2 above;
3. you are the DTC account holder of the principal amount of Notes underlying the Claims listed in Item 2 above or you have been authorized by each Beneficial Holder of the Claims listed in Item 2 to vote on the Plan;
4. no other Master Ballots with respect to the Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then such Master Ballots are hereby revoked;
5. you have properly disclosed (i) the number of Beneficial Holders who completed the Beneficial Holder Ballots or otherwise conveyed their votes to you; (ii) the respective principal amounts of the Notes held by each such Beneficial Holder; (iii) each such Beneficial Holder's vote on the Plan; (iv) each such Beneficial Holder's election with respect to opting out from the Third-Party Releases; and (v) the customer account or other identification number for each such Beneficial Holder; and
6. you will maintain the Beneficial Holder Ballots or other evidence of the votes cast by your Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and will disclose such information to the Court or the Debtors if requested.

Name of Nominee: _____
(print or type)

DTC Participant No. _____

Name of Proxy Holder or Agent for Nominee (if applicable): _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

SCHEDULE 1 TO MASTER BALLOT

Please check one box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate directly on the Master Ballot):

	Description	Class(es)	CUSIP/ISIN
☐	10.50% 1st Lien Secured Bonds (144A)	4 ~~& 7a~~	950814 AA 1 / US950814AA18
☐	10.50% 1st Lien Secured Bonds (AI)	4 ~~& 7a~~	950814 AC 7 / US950814AC73
☐	10.50% 1st Lien Secured Bonds (REGS)	4 ~~& 7a~~	U96085 AA 0 / USU96085AA07
☐	~~13.125% Secured~~**8.50% Sr Unsecured** Bonds (144A)	~~5~~**7a**	~~950814~~**97789L** AC ~~7~~**0** / ~~US950814AC73~~**US97789LAC00**
☒	~~13.125% Secured Bonds (AI)~~	~~5~~	~~950814 AD 5 / US950814AD56~~
☐	~~13.125% Secured~~**8.50% Sr Unsecured** Bonds (REGS)	~~5~~**7a**	~~U96085 AB 8 / USU96085AB89~~**U9716L AC 0 / USU9716LAC01**
☐	9.00% Sr Unsecured Bonds (144A)	~~6a~~**7a**	97789L AB 2 / US97789LAB27
☐	9.00% Sr Unsecured Bonds (REGS)	~~6a~~**7a**	U9716L AB 2 / USU9716LAB28
☒	~~8.50% Sr Unsecured Bonds (144A)~~	~~6b~~	~~97789L AC 0 / US97789LAC00~~
☒	~~8.50% Sr Unsecured Bonds (REGS)~~	~~6b~~	~~U9716L AC 0 / USU9716LAC01~~
☐	13.125% Sr Unsecured Bonds (144A)	7a	97789L AA 4 / US97789LAA44
☐	13.125% Sr Unsecured Bonds (REGS)	7a	U9716L AA 4 / USU9716LAA45

EXHIBIT F

EXHIBIT 2B TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF BENEFICIAL HOLDER BALLOT FOR NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

BENEFICIAL HOLDER BALLOT FOR VOTING ON THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(CLASS [•]–[•] CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing your Beneficial Holder Ballot.

Your vote will be counted only if it is *actually received* by the Debtors' Solicitation Agent from your broker, bank or other nominee no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*. Follow the instructions of your broker, bank or other nominee to ensure timely receipt of your vote.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Beneficial Holder Ballot is for: Class 4 (1L Notes Claims) and the following Claims in Class7a: 2024 Unsecured Notes Claims, 2026 Unsecured Notes Claims, and 2027 Unsecured Notes Claims.

The above-captioned debtors (the "***Debtors***") are soliciting votes on the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***")[3] described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this ballot (the "***Beneficial Holder Ballot***") because you are the beneficial holder of notes identified on **Schedule 1** hereto (the "***Class [•]–[•] Notes Claims***") as of January 9, 2024 (the "***Voting Record Date***"). As such, you have the right to vote to accept or reject the Plan and to opt out of the Third-Party Releases contained in the Plan. If you hold Claims in more than one Class, you should receive a Beneficial Holder Ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement, which is included in the package (the "***Solicitation Package***") that you are receiving with this Ballot. If you received the Solicitation Package in electronic format and desire paper copies of all or some of the materials, or if you need to obtain additional Solicitation Packages, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

This Beneficial Holder Ballot may not be used for any purpose other than for (a) casting your vote to accept or reject the Plan, (b) opting out of the Third-Party Release contained in the Plan, and (c) making certain certifications with respect to your vote. If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Beneficial Holder Ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[3] Capitalized terms used but not defined in this Beneficial Holder Ballot have the meanings ascribed to them in the Plan.

Depending on the instructions you receive from your Nominee, in order for your vote to count, either (a) your pre-validated Beneficial Holder Ballot must be received by the Solicitation Agent at or before the Voting Deadline, which is February 14, 2024, at 5:00 p.m. (CST) or (b) your Nominee must receive your Beneficial Holder Ballot in sufficient time for your Nominee to be able to submit a Master Ballot reflecting your vote in time for the Solicitation Agent to receive it at or before the Voting Deadline. Please follow your Nominee's instructions to allow sufficient time for your vote to be included on the Master Ballot that your Nominee will deliver to the Solicitation Agent. If either your pre-validated Beneficial Holder Ballot or a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

INSTRUCTIONS FOR COMPLETING BENEFICIAL HOLDER BALLOT

Your vote will be counted only if it is *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of 5:00 p.m. (CST) on February 14, 2024. Follow the instructions of Nominee to ensure timely delivery of your vote.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO VOTE ON?

The Debtors are soliciting your vote on their proposed plan of reorganization, as described further in the Disclosure Statement that you have received in your Solicitation Package.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes releases, exculpations, and injunctions.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on this Beneficial Holder Ballot. **If you vote to accept the Plan, or if you do not check the opt-out box in Item 2 of your Beneficial Holder Ballot, you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by (a) voting to **reject** the Plan or declining to vote on the Plan **and** (b) checking the opt-out box in Item 2 of your Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Releases.

WHEN IS MY BENEFICIAL HOLDER BALLOT DUE?

Your vote must be ***actually received*** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to vote but you will be bound by the Plan if it is confirmed, regardless of whether or not you cast a Beneficial Holder Ballot.

HOW DO I SUBMIT MY BENEFICIAL HOLDER BALLOT?

Follow your Nominee's instructions carefully as your vote will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline.

Your Nominee may have instructed you to return your Beneficial Holder Ballot to your Nominee. If so, you must follow your Nominee's instructions to ensure that your Nominee can transmit the information on your Beneficial Holder Ballot to the Solicitation Agent at or before the Voting Deadline.

Alternatively, your Nominee may have directed you to send a "pre-validated" Beneficial Holder Ballot directly to the Solicitation Agent. If so, you must deliver your pre-validated Beneficial Holder Ballot to the Solicitation Agent at or before the Voting Deadline.

If you have received a "pre-validated" Beneficial Holder Ballot from your Nominee, you must complete, sign, and date such Ballot and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to provide the anticipated date and time of delivery. **Be sure to sign and date your Beneficial Holder Ballot.**

WILL MY BENEFICIAL HOLDER BALLOT COUNT?

The following Beneficial Holder Ballots will **not** be counted:

- any Beneficial Holder Ballot that purports to partially accept or partially reject the Plan;
- any Beneficial Holder Ballot that purports to both accept and reject the Plan, or that neither accepts nor rejects the Plan;
- any Beneficial Holder Ballot that is delivered to anyone other than your Nominee (other than a pre-validated Beneficial Holder Ballot that is delivered directly to the Solicitation Agent);
- any Beneficial Holder Ballot that is illegible;
- any Beneficial Holder Ballot that contains insufficient information to permit the Solicitation Agent or the applicable Nominee to identify the Holder of the voted Claim;
- any Beneficial Holder Ballot cast by a person or entity that does not hold a Claim in the Class indicated on the front of the Beneficial Holder Ballot;
- any Beneficial Holder Ballot cast by a person that is not entitled to vote pursuant to the Plan;
- any unsigned Beneficial Holder Ballot; and
- any non-original Beneficial Holder Ballot (excluding electronic ballots submitted in compliance with a Nominee's instructions).

MAY I SPLIT MY VOTE?

You must vote all of your Claims within a single Class either to accept or reject the Plan and may not split your vote. Further, if you have multiple Claims within a Class, the Debtors may, in their discretion, aggregate your Claims within that Class for the purpose of counting votes.

If you have Claims in **different** Classes, you will receive a separate Ballot for each such Class. In that case, each Ballot will apply only to your Claims in the Class indicated on that Ballot, so you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different Classes. If you are a beneficial holder of a Notes Claim that holds a claim as a record holder in its own name, you will receive a separate Record Holder Ballot with respect to such claims and should follow the instructions set forth therein.

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received a Beneficial Holder Ballot because your Nominee has determined that you are a beneficial holder of a Claim against the Debtors of the type shown on the front of this Beneficial Holder Ballot. However, your Beneficial Holder Ballot does **not** constitute a proof of claim or an assertion or admission that you hold a Claim against any Debtor.

I HAVE FURTHER QUESTIONS ABOUT MY BENEFICIAL HOLDER BALLOT.

If you have any questions about your Beneficial Holder Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

BENEFICIAL HOLDER BALLOT

ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the Beneficial Holder of the Notes listed on **Schedule 1** to this Beneficial Holder Ballot, in the following unpaid principal amount (insert the amount below, unless completed by your Nominee):

$ _____

ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **If you vote to reject the Plan or do not vote on the Plan, you may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release**. **If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Release regardless of whether you check the opt-out box.** If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (n) with respect to each of the

Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash

collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party,

(c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you vote to accept the Plan, or if you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 3: VOTE ON PLAN

You vote to (check only one):

☐ **Accept** (vote **for**) the Plan as to each Debtor
(You will be bound by the Third-Party Release regardless of whether you checked the box in Item 2.)

☐ **Reject** (vote **against**) the Plan as to each Debtor
(You will be bound by the Third-Party Release **unless** you checked the box in Item 2.)

The Debtors recommend that you vote to accept the Plan.

ITEM 4: CERTIFICATIONS

By signing this Beneficial Holder Ballot, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the rest of the Solicitation Package;

- as of the Voting Record Date, you are either (a) the beneficial holder of the Notes underlying the Claims listed in Item 1 or (b) an authorized signatory for such beneficial holder;
- you (or, in the case of an authorized signatory, your principal) have cast the same vote with respect to all of your (or your principal's) Claims in the Class that is the subject of this Beneficial Holder Ballot; and
- no other Beneficial Holder Ballots with respect to the Notes identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Notes, then any such Beneficial Holder Ballots are hereby revoked.

Name of Beneficial Holder:	_____ (print or type)
Signature:	_____
Signatory Name:	_____ (print or type)
Signatory Title:	_____
Address:	_____
	_____
Telephone:	_____
Email:	_____
Date Completed:	_____

SCHEDULE 1 TO BENEFICIAL HOLDER BALLOT

Your Nominee may have checked a box below to indicate the Class and CUSIP/ISIN to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot.

	Description	Class(es)	CUSIP/ISIN
☐	10.50% 1st Lien Secured Bonds (144A)	4	950814 AA 1 / US950814AA18
☐	10.50% 1st Lien Secured Bonds (AI)	4	950814 AC 7 / US950814AC73
☐	10.50% 1st Lien Secured Bonds (REGS)	4	U96085 AA 0 / USU96085AA07
☐	8.50% Sr Unsecured Bonds (144A)	7a	97789L AC 0 / US97789LAC00
☐	8.50% Sr Unsecured Bonds (REGS)	7a	U9716L AC 0 / USU9716LAC01
☐	9.00% Sr Unsecured Bonds (144A)	7a	97789L AB 2 / US97789LAB27
☐	9.00% Sr Unsecured Bonds (REGS)	7a	U9716L AB 2 / USU9716LAB28
☐	13.125% Sr Unsecured Bonds (144A)	7a	97789L AA 4 / US97789LAA44
☐	13.125% Sr Unsecured Bonds (REGS)	7a	U9716L AA 4 / USU9716LAA45

EXHIBIT G

EXHIBIT 2B TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF BENEFICIAL HOLDER BALLOT FOR NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

BENEFICIAL HOLDER BALLOT ~~FOR~~ FOR VOTING ON THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(CLASS [•]–[•] CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing your Beneficial Holder Ballot.

Your vote will be counted only if it is *actually received* by the Debtors' Solicitation Agent from your broker, bank or

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Beneficial Holder Ballot is for: Class 4 (1L Notes Claims)~~, Class 5 (1.25L~~ and the following Claims in **Class7a: 2024 Unsecured** Notes Claims~~)~~, ~~Class 6a (~~2026 Unsecured Notes Claims, ~~Class 6b (2024 Unsecured Notes Claims), and the following Claims in Class 7a: 1L Notes Deficiency Claims~~ and 2027 Unsecured Notes Claims.

other nominee no later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024*. Follow the instructions of your broker, bank or other nominee to ensure timely receipt of your vote.

The above-captioned debtors (the "***Debtors***") are soliciting votes on the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***")[3] described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this ballot (the "***Beneficial Holder Ballot***") because you are the beneficial holder of notes identified on **Schedule 1** hereto (the "***Class [•]–[•] Notes Claims***") as of January ~~2~~**9**, 2024 (the "***Voting Record Date***"). As such, you have the right to vote to accept or reject the Plan and to opt out of the Third-Party Releases contained in the Plan. If you hold Claims in more than one Class, you should receive a Beneficial Holder Ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement, which is included in the package (the "***Solicitation Package***") that you are receiving with this Ballot. If you received the Solicitation Package in electronic format and desire paper copies of all or some of the materials, or if you need to obtain additional Solicitation Packages, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

This Beneficial Holder Ballot may not be used for any purpose other than for (a) casting your vote to accept or reject the Plan, (b) opting out of the Third-Party Release contained in the Plan, and (c) making certain certifications with respect to your vote. If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Beneficial Holder Ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

[3] Capitalized terms used but not defined in this Beneficial Holder Ballot have the meanings ascribed to them in the Plan.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

Depending on the instructions you receive from your Nominee, in order for your vote to count, either (a) your pre-validated Beneficial Holder Ballot must be received by the Solicitation Agent at or before the Voting Deadline, which is February ~~[•]~~14, 2024, at 5:00 p.m. (CST) or (b) your Nominee must receive your Beneficial Holder Ballot in sufficient time for your Nominee to be able to submit a Master Ballot reflecting your vote in time for the Solicitation Agent to receive it at or before the Voting Deadline. Please follow your Nominee's instructions to allow sufficient time for your vote to be included on the Master Ballot that your Nominee will deliver to the Solicitation Agent. If either your pre-validated Beneficial Holder Ballot or a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

INSTRUCTIONS FOR COMPLETING BENEFICIAL HOLDER BALLOT

Your vote will be counted only if it is *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of 5:00 p.m. (CST) on February ~~[•]~~14, 2024. Follow the instructions of Nominee to ensure timely delivery of your vote.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO VOTE ON?

The Debtors are soliciting your vote on their proposed plan of reorganization, as described further in the Disclosure Statement that you have received in your Solicitation Package.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes releases, exculpations, and injunctions.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on this Beneficial Holder Ballot. **If you vote to accept the Plan, or if you do not check the opt-out box in Item 2 of your Beneficial Holder Ballot, you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by (a) voting to **reject** the Plan or declining to vote on the Plan **and** (b) checking the opt-out box in Item 2 of your Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Releases.

WHEN IS MY BENEFICIAL HOLDER BALLOT DUE?

Your vote must be ***actually received*** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to vote but you will be bound by the Plan if it is confirmed, regardless of whether or not you cast a Beneficial Holder Ballot.

How do I submit my Beneficial Holder Ballot?

Follow your Nominee's instructions carefully as your vote will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline.

Your Nominee may have instructed you to return your Beneficial Holder Ballot to your Nominee. If so, you must follow your Nominee's instructions to ensure that your Nominee can transmit the information on your Beneficial Holder Ballot to the Solicitation Agent at or before the Voting Deadline.

Alternatively, your Nominee may have directed you to send a "pre-validated" Beneficial Holder Ballot directly to the Solicitation Agent. If so, you must deliver your pre-validated Beneficial Holder Ballot to the Solicitation Agent at or before the Voting Deadline.

If you have received a "pre-validated" Beneficial Holder Ballot from your Nominee, you must complete, sign, and date such Ballot and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to provide the anticipated date and time of delivery. **Be sure to sign and date your Beneficial Holder Ballot.**

Will my Beneficial Holder Ballot count?

The following Beneficial Holder Ballots will **not** be counted:

- any Beneficial Holder Ballot that purports to partially accept or partially reject the Plan;
- any Beneficial Holder Ballot that purports to both accept and reject the Plan, or that neither accepts nor rejects the Plan;
- any Beneficial Holder Ballot that is delivered to anyone other than your Nominee (other than a pre-validated Beneficial Holder Ballot that is delivered directly to the Solicitation Agent);
- any Beneficial Holder Ballot that is illegible;
- any Beneficial Holder Ballot that contains insufficient information to permit the Solicitation Agent or the applicable Nominee to identify the Holder of the voted Claim;
- any Beneficial Holder Ballot cast by a person or entity that does not hold a Claim in the Class indicated on the front of the Beneficial Holder Ballot;
- any Beneficial Holder Ballot cast by a person that is not entitled to vote pursuant to the Plan;
- any unsigned Beneficial Holder Ballot; and
- any non-original Beneficial Holder Ballot (excluding electronic ballots submitted in compliance with a Nominee's instructions).

MAY I SPLIT MY VOTE?

You must vote all of your Claims within a single Class either to accept or reject the Plan and may not split your vote. Further, if you have multiple Claims within a Class, the Debtors may, in their discretion, aggregate your Claims within that Class for the purpose of counting votes.

If you have Claims in **different** Classes, you will receive a separate Ballot for each such Class. In that case, each Ballot will apply only to your Claims in the Class indicated on that Ballot, so you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different Classes. If you are a beneficial holder of a Notes Claim that holds a claim as a record holder in its own name, you will receive a separate Record Holder Ballot with respect to such claims and should follow the instructions set forth therein.

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received a Beneficial Holder Ballot because your Nominee has determined that you are a beneficial holder of a Claim against the Debtors of the type shown on the front of this Beneficial Holder Ballot. However, your Beneficial Holder Ballot does **not** constitute a proof of claim or an assertion or admission that you hold a Claim against any Debtor.

I HAVE FURTHER QUESTIONS ABOUT MY BENEFICIAL HOLDER BALLOT.

If you have any questions about your Beneficial Holder Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

BENEFICIAL HOLDER BALLOT

ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the Beneficial Holder of the Notes listed on **Schedule 1** to this Beneficial Holder Ballot, in the following unpaid principal amount (insert the amount below, unless completed by your Nominee):

$ _____

ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **If you vote to reject the Plan or do not vote on the Plan, you may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release**. **If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Release regardless of whether you check the opt-out box.** If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) ~~[reserved]; (e~~**each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f)** the DIP Purchasers; (~~f~~**g**) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (~~g~~**h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i)** the ABL Agent **and the ABL Lenders**; (~~h~~**j**) the New Revolver Facility Agent and the New Revolver Facility Lenders; (~~i~~**k**) the New Notes Indenture Trustees; (~~j~~***l***) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (~~k~~**m**) each holder of Claims or Interests that is deemed to reject or

presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (~~l~~n) with respect to each of the Entities in the foregoing clauses (a) through (~~k~~m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities~~.~~**; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.**

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any

Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the ~~2022~~ Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any ~~Related~~Released Party ~~of the Reorganized Debtors~~ to the

extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, ~~or~~ (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you vote to accept the Plan, or if you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 3: VOTE ON PLAN

You vote to (check only one):

☐ **Accept** (vote **for**) the Plan as to each Debtor
(You will be bound by the Third-Party Release regardless of whether you checked the box in Item 2.)

☐ **Reject** (vote **against**) the Plan as to each Debtor
(You will be bound by the Third-Party Release **unless** you checked the box in Item 2.)

The Debtors recommend that you vote to accept the Plan.

ITEM 4: CERTIFICATIONS

By signing this Beneficial Holder Ballot, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the rest of the Solicitation Package;
- as of the Voting Record Date, you are either (a) the beneficial holder of the Notes underlying the Claims listed in Item 1 or (b) an authorized signatory for such beneficial holder;
- you (or, in the case of an authorized signatory, your principal) have cast the same vote with respect to all of your (or your principal's) Claims in the Class that is the subject of this Beneficial Holder Ballot; and
- no other Beneficial Holder Ballots with respect to the Notes identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Notes, then any such Beneficial Holder Ballots are hereby revoked.

Name of Beneficial Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

SCHEDULE 1 TO BENEFICIAL HOLDER BALLOT

Your Nominee may have checked a box below to indicate the Class and CUSIP/ISIN to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot.

	Description	Class(es)	CUSIP/ISIN
☐	10.50% 1st Lien Secured Bonds (144A)	4~~ & 7a~~	950814 AA 1 / US950814AA18
☐	10.50% 1st Lien Secured Bonds (AI)	4~~ & 7a~~	950814 AC 7 / US950814AC73
☐	10.50% 1st Lien Secured Bonds (REGS)	4~~ & 7a~~	U96085 AA 0 / USU96085AA07
☐	~~13.125% Secured~~**8.50% Sr Unsecured** Bonds (144A)	~~5~~**7a**	~~950814~~**97789L** AC ~~7~~**0** / ~~US950814AC73~~**US97789LAC00**
☒	~~13.125% Secured Bonds (AI)~~	~~5~~	~~950814 AD 5 / US950814AD56~~
☐	~~13.125% Secured~~**8.50% Sr Unsecured** Bonds (REGS)	~~5~~**7a**	~~U96085 AB 8 / USU96085AB89~~**U9716L AC 0 / USU9716LAC01**
☐	9.00% Sr Unsecured Bonds (144A)	~~6a~~**7a**	97789L AB 2 / US97789LAB27
☐	9.00% Sr Unsecured Bonds (REGS)	~~6a~~**7a**	U9716L AB 2 / USU9716LAB28
☒	~~8.50% Sr Unsecured Bonds (144A)~~	~~6b~~	~~97789L AC 0 / US97789LAC00~~
☒	~~8.50% Sr Unsecured Bonds (REGS)~~	~~6b~~	~~U9716L AC 0 / USU9716LAC01~~
☐	13.125% Sr Unsecured Bonds (144A)	7a	97789L AA 4 / US97789LAA44
☐	13.125% Sr Unsecured Bonds (REGS)	7a	U9716L AA 4 / USU9716LAA45

EXHIBIT H

EXHIBIT 2C TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF BALLOT FOR GENERAL UNSECURED CLAIMS AND GENERAL UNSECURED CONVENIENCE CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

BALLOT FOR VOTING ON THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(CLASSES 7A AND 7B— CERTAIN GENERAL UNSECURED CLAIMS AND GENERAL UNSECURED CONVENIENCE CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing your Ballot.

Your vote will be counted only if this Ballot is completed, executed, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Beneficial Holder Ballot is for Class 7a (General Unsecured Claims) (excluding Notes Claims) and Class 7b (General Unsecured Convenience Claims).

The above-captioned debtors (the "***Debtors***") are soliciting votes on the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***")[3] described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this ballot (the "***Ballot***") because you may be the holder of a General Unsecured Claim or General Unsecured Convenience Claim against a Debtor as of January 9, 2024 (the "***Voting Record Date***"). As such, you have the right to vote to accept or reject the Plan and to opt out of the Third-Party Release contained in the Plan. If you hold Claims in more than one Class, you should receive a Ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement, which is included in the package (the "***Solicitation Package***") that you are receiving with this Ballot. If you received the Solicitation Package in electronic format and desire paper copies of all or some of the materials, or if you need to obtain additional Solicitation Packages, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

This Ballot may not be used for any purpose other than for (a) casting your vote to accept or reject the Plan, (b) opting out of the Third-Party Release contained in the Plan, and (c) making certain certifications with respect to your vote. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[3] Capitalized terms used but not defined in this Ballot have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING BALLOT

If the Solicitation Agent does not *actually receive* your Ballot on or before February 14, 2024, at 5:00 p.m. (CST), your vote will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO VOTE ON?

The Debtors are soliciting your vote on their proposed plan of reorganization, as described further in the Disclosure Statement that you have received in your Solicitation Package.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes releases, exculpations, and injunctions.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on this Ballot. **If you vote to accept the Plan, or if you do not check the opt-out box in Item 2 of your Ballot, you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by (a) voting to **reject** the Plan or declining to vote on the Plan **and** (b) checking the opt-out box in Item 2 of your Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Releases.

WHEN IS MY BALLOT DUE?

Your Ballot must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **5:00 p.m. (CST) on February 14, 2024,** unless it is extended. You are not required to vote but you will be bound by the Plan if it is confirmed, regardless of whether or not you cast a Ballot.

HOW DO I SUBMIT MY BALLOT?

You may submit your Ballot in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own risk and should allow sufficient time for timely delivery by the Voting Deadline. Ballots will **not** be accepted by fax, email, or other means.

To submit your Ballot in paper form, you must complete, sign, and date the Ballot and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Ballot.**

To submit your Ballot electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve your customized electronic E-Ballot.

ID number: _____

Passcode: _____

WHY AM I ENTITLED TO CAST A BALLOT?

You have received your Ballot because the Solicitation Agent has information that you may be a holder of a General Unsecured Claim against a Debtor.

WILL MY BALLOT COUNT?

Your Ballot will be counted only if it is ***actually received*** by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Ballots with respect to the same Claim, only the last Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Ballots with respect to the same Claim. However, if you submit valid and timely Ballots for the same Claim both in paper form and electronically, only the Ballot submitted through the E-Ballot Portal will be counted, even if the paper Ballot is received later.

Additionally, the following Ballots will **not** be counted:

- any Ballot that purports to partially accept or partially reject the Plan;
- any Ballot that purports to both accept and reject the Plan, or that neither accepts nor rejects the Plan;
- any Ballot that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Ballot that is illegible;
- any Ballot that contains insufficient information to permit the Solicitation Agent to identify the holder of the voted Claim;
- any Ballot cast by a person or entity that does not hold a Claim in the Class indicated on the front of the Ballot;
- any Ballot cast by a Holder that is not entitled to vote;
- any unsigned Ballot;

- any non-original Ballot (excluding electronic ballots submitted through the E-Ballot Portal).

MAY I SPLIT MY VOTE?

You must vote all of your Claims within a single Class either to accept or reject the Plan and may not split your vote. Further, if you have multiple Claims within a Class, the Debtors may, in their discretion, aggregate your Claims within that Class for the purpose of counting votes.

If you have Claims in **different** Classes, you will receive a separate Ballot for each such Class. In that case, each Ballot will apply only to your Claims in the Class indicated on that Ballot, so you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different Classes.

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received a Ballot because the Solicitation Agent has information suggesting that you may hold a Claim against a Debtor of the type shown on the front of the Ballot. However, your Ballot does **not** constitute a proof of claim or an assertion or admission that you hold a Claim against any Debtor.

WHAT IS THE DIFFERENCE BETWEEN A GENERAL UNSECURED CLAIM AND A GENERAL UNSECURED CONVENIENCE CLAIM? SHOULD I ELECT TO HAVE MY GENERAL UNSECURED CLAIM TREATED AS A GENERAL UNSECURED CONVENIENCE CLAIM?

Under the proposed Plan, every Claim other than an Administrative Expense, an Other Secured Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an ABL Facility Claim, a 1L Notes Claim, a 1.25L Notes Claim, a PIK Notes Claim, or an Intercompany Claim is either (a) a General Unsecured Claim or (b) a General Unsecured Convenience Claim. Every 2024 Unsecured Notes Claim, 2026 Unsecured Notes Claim and 2027 Unsecured Notes Claim is a General Unsecured Claim rather than a General Unsecured Convenience Claim. Every remaining Claim that is Allowed in an amount of up to $1,500,000 is a General Unsecured Convenience Claim rather than a General Unsecured Claim. Every remaining Claim that is Allowed in an amount greater than $1,500,000 is a General Unsecured Claim, unless the holder elects to waive any amount in excess of $1,500,000 and accept treatment as a General Unsecured Convenience Claim in the amount of $1,500,000.

The proposed Plan provides different treatment for General Unsecured Claims and General Unsecured Convenience Claims. Holders of Allowed General Unsecured Claims will share in the Settlement Equity Pool, which is defined to be 3.5% of the New Common Equity, subject to dilution by the Management Incentive Plan. Holders of Allowed General Unsecured Convenience Claims will share in the Settlement Cash Pool, which is defined to be $7,500,000, except that no holder will receive more than 10% of the Allowed amount of its General Unsecured Convenience Claim. While the Disclosure Statement provides estimates of recoveries for both Classes of Claims, the Debtors cannot give any assurances regarding the value of distributions provided to

holders of either Class, and cannot advise holders whether to elect treatment in the Class of General Unsecured Convenience Claims.

I HAVE FURTHER QUESTIONS ABOUT MY BALLOT.

If you have any questions about your Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

HOLDER OF GENERAL UNSECURED CLAIMS BALLOT

ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the Holder of General Unsecured Claim(s) or General Unsecured Convenience Claim(s) against the following Debtor(s) and in the following amount:

Debtor	Amount	Class
	$ _____	

ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **If you vote to reject the Plan or do not vote on the Plan, you may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Release regardless of whether you check the opt-out box**. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect

to opt out of the Third-Party Release; (n) with respect to each of the Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the

Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or

gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you vote to accept the Plan, or if you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 3: VOTE ON PLAN

You vote to (check only one):

☐ **Accept** (vote **for**) the Plan as to each Debtor
(You will be bound by the Third-Party Release regardless of whether you checked the box in Item 2.)

☐ **Reject** (vote **against**) the Plan as to each Debtor
(You will be bound by the Third-Party Release unless you checked the box in Item 2.)

The Debtors recommend that you vote to accept the Plan.

ITEM 4: TREATMENT AS GENERAL UNSECURED CONVENIENCE CLAIM

In accordance with the Plan, if you hold one or more Claims that are Allowed in an amount in excess of $1,500,000 and that otherwise meet the criteria for classification as General Unsecured Convenience Claims, you may opt to have the Claim(s) treated as a General

Unsecured Convenience Claim by making an election to waive any Allowed amounts that are in excess of $1,500,000.

Check the following box **only** if you wish to opt into treatment as a General Unsecured Convenience Claim. You are not required to check this box. **If you check this box, you will waive any right under the Plan to Allowance of a General Unsecured Claim in an amount over $1,500,000.**

☐ **Opt into** treatment as a General Unsecured Convenience Claim and **waive** any Allowed amount over $1,500,000.

ITEM 5: CERTIFICATIONS

By signing this Ballot, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the rest of the Solicitation Package;
- as of the Voting Record Date, you are either (a) the holder of the General Unsecured Claims or General Unsecured Convenience Claims, as applicable, listed in Item 1 or (b) an authorized signatory for such holder;
- you (or, in the case of an authorized signatory, your principal) have cast the same vote with respect to all of your (or your principal's) General Unsecured Claims or General Unsecured Convenience Claims, as applicable;
- no other Ballots with respect to the General Unsecured Claims or General Unsecured Convenience Claims, as applicable, identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such General Unsecured Claims or General Unsecured Convenience Claims, as applicable, any such Ballots are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT I

EXHIBIT 2C TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF BALLOT FOR GENERAL UNSECURED CLAIMS AND GENERAL UNSECURED CONVENIENCE CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

BALLOT FOR VOTING ON THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(CLASSES 7A AND 7B— CERTAIN GENERAL UNSECURED CLAIMS AND GENERAL UNSECURED CONVENIENCE CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing your Ballot.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Beneficial Holder Ballot is for Class 7a (General Unsecured Claims) (excluding Notes Claims) and Class 7b (General Unsecured Convenience Claims). ~~It will also be modified for Class 7c (General Unsecured Canada/Mexico Claims) if entitled to vote~~.

Your vote will be counted only if this Ballot is completed, executed, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024*.

The above-captioned debtors (the "***Debtors***") are soliciting votes on the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***")[3] described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this ballot (the "***Ballot***") because you may be the holder of a General Unsecured Claim or General Unsecured Convenience Claim against a Debtor as of January ~~2~~**9**, 2024 (the "***Voting Record Date***"). As such, you have the right to vote to accept or reject the Plan and to opt out of the Third-Party Release contained in the Plan. If you hold Claims in more than one Class, you should receive a Ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement, which is included in the package (the "***Solicitation Package***") that you are receiving with this Ballot. If you received the Solicitation Package in electronic format and desire paper copies of all or some of the materials, or if you need to obtain additional Solicitation Packages, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

This Ballot may not be used for any purpose other than for (a) casting your vote to accept or reject the Plan, (b) opting out of the Third-Party Release contained in the Plan, and (c) making certain certifications with respect to your vote. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[3] Capitalized terms used but not defined in this Ballot have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING BALLOT

If the Solicitation Agent does not *actually receive* your Ballot on or before February ~~[•]~~14, 2024, at 5:00 p.m. (CST), your vote will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO VOTE ON?

The Debtors are soliciting your vote on their proposed plan of reorganization, as described further in the Disclosure Statement that you have received in your Solicitation Package.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes releases, exculpations, and injunctions.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on this Ballot. **If you vote to accept the Plan, or if you do not check the opt-out box in Item 2 of your Ballot, you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by (a) voting to **reject** the Plan or declining to vote on the Plan **and** (b) checking the opt-out box in Item 2 of your Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Releases.

WHEN IS MY BALLOT DUE?

Your Ballot must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is ~~**February [•], 2024, at**~~ **5:00 p.m. (CST)** **on February 14, 2024,** unless it is extended. You are not required to vote but you will be bound by the Plan if it is confirmed, regardless of whether or not you cast a Ballot.

HOW DO I SUBMIT MY BALLOT?

You may submit your Ballot in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own

risk and should allow sufficient time for timely delivery by the Voting Deadline. Ballots will **not** be accepted by fax, email, or other means.

To submit your Ballot in paper form, you must complete, sign, and date the Ballot and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Ballot.**

To submit your Ballot electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve your customized electronic E-Ballot.

ID number: _____

Passcode: _____

WHY AM I ENTITLED TO CAST A BALLOT?

You have received your Ballot because the Solicitation Agent has information that you may be a holder of a General Unsecured Claim against a Debtor.

WILL MY BALLOT COUNT?

Your Ballot will be counted only if it is ***actually received*** by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Ballots with respect to the same Claim, only the last Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Ballots with respect to the same Claim. However, if you submit valid and timely Ballots for the same Claim both in paper form and electronically, only the Ballot submitted through the E-Ballot Portal will be counted, even if the paper Ballot is received later.

Additionally, the following Ballots will **not** be counted:

- any Ballot that purports to partially accept or partially reject the Plan;
- any Ballot that purports to both accept and reject the Plan, or that neither accepts nor rejects the Plan;
- any Ballot that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Ballot that is illegible;
- any Ballot that contains insufficient information to permit the Solicitation Agent to identify the holder of the voted Claim;

- any Ballot cast by a person or entity that does not hold a Claim in the Class indicated on the front of the Ballot;
- any Ballot cast by a Holder that is not entitled to vote;
- any unsigned Ballot;
- any non-original Ballot (excluding electronic ballots submitted through the E-Ballot Portal).

MAY I SPLIT MY VOTE?

You must vote all of your Claims within a single Class either to accept or reject the Plan and may not split your vote. Further, if you have multiple Claims within a Class, the Debtors may, in their discretion, aggregate your Claims within that Class for the purpose of counting votes.

If you have Claims in **different** Classes, you will receive a separate Ballot for each such Class. In that case, each Ballot will apply only to your Claims in the Class indicated on that Ballot, so you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different Classes.

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received a Ballot because the Solicitation Agent has information suggesting that you may hold a Claim against a Debtor of the type shown on the front of the Ballot. However, your Ballot does **not** constitute a proof of claim or an assertion or admission that you hold a Claim against any Debtor.

WHAT IS THE DIFFERENCE BETWEEN A GENERAL UNSECURED CLAIM AND A GENERAL UNSECURED CONVENIENCE CLAIM? SHOULD I ELECT TO HAVE MY GENERAL UNSECURED CLAIM TREATED AS A GENERAL UNSECURED CONVENIENCE CLAIM?

Under the proposed Plan, every Claim other than an Administrative Expense, an Other Secured Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an ABL Facility Claim, a 1L Notes Claim, a 1.25L Notes Claim, a PIK Notes Claim, or an Intercompany Claim is either (a) a General Unsecured Claim or (b) a General Unsecured Convenience Claim. Every 2024 Unsecured Notes Claim, 2026 Unsecured Notes Claim and 2027 Unsecured Notes Claim is a General Unsecured Claim rather than a General Unsecured Convenience Claim. Every remaining Claim that is Allowed in an amount of up to $1,500,000 is a General Unsecured Convenience Claim rather than a General Unsecured Claim. Every remaining Claim that is Allowed in an amount greater than $1,500,000 is a General Unsecured Claim, unless the holder elects to waive any amount in excess of $1,500,000 and accept treatment as a General Unsecured Convenience Claim in the amount of $1,500,000.

The proposed Plan provides different treatment for General Unsecured Claims and General Unsecured Convenience Claims. Holders of Allowed General Unsecured Claims

will share in the Settlement Equity Pool, which is defined to be 3.5% of the New Common Equity, subject to dilution by the Management Incentive Plan. Holders of Allowed General Unsecured Convenience Claims will share in the Settlement Cash Pool, which is defined to be $7,500,000, except that no holder will receive more than 10% of the Allowed amount of its General Unsecured Convenience Claim. While the Disclosure Statement provides estimates of recoveries for both Classes of Claims, the Debtors cannot give any assurances regarding the value of distributions provided to holders of either Class, and cannot advise holders whether to elect treatment in the Class of General Unsecured Convenience Claims.

I HAVE FURTHER QUESTIONS ABOUT MY BALLOT.

If you have any questions about your Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

HOLDER OF GENERAL UNSECURED CLAIMS BALLOT

ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the Holder of General Unsecured Claim(s) or General Unsecured Convenience Claim(s) against the following Debtor(s) and in the following amount:

Debtor	Amount	Class
	$ _____	

ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **If you vote to reject the Plan or do not vote on the Plan, you may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Release regardless of whether you check the opt-out box**. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) ~~[reserved]; (c~~**each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f)** the DIP Purchasers; (~~f~~**g**) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (~~g~~**h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i)** the ABL Agent **and the ABL Lenders**; (~~h~~**j**) the New Revolver Facility Agent and the New Revolver Facility Lenders; (~~i~~**k**) the New Notes Indenture Trustees; (~~j~~**l**) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject

the Plan and does not elect to opt out of the Third-Party Release; (~~k~~m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (~~l~~n) with respect to each of the Entities in the foregoing clauses (a) through (~~k~~m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities~~.~~**; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.**

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding

any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the ~~2022~~ Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted

against the Debtors, or the Reorganized Debtors or any ~~Related~~Released Party ~~of the Reorganized Debtors~~ to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, ~~or~~ (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you vote to accept the Plan, or if you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 3: VOTE ON PLAN

You vote to (check only one):

☐ **Accept** (vote **for**) the Plan as to each Debtor
(You will be bound by the Third-Party Release regardless of whether you checked the box in Item 2.)

☐ **Reject** (vote **against**) the Plan as to each Debtor
(You will be bound by the Third-Party Release unless you checked the box in Item 2.)

The Debtors recommend that you vote to accept the Plan.

ITEM 4: TREATMENT AS GENERAL UNSECURED CONVENIENCE CLAIM

In accordance with the Plan, if you hold one or more Claims that are Allowed in an amount in excess of $1,500,000 and that otherwise meet the criteria for classification as General Unsecured Convenience Claims, you may opt to have the Claim(s) treated as a General Unsecured Convenience Claim by making an election to waive any Allowed amounts that are in excess of $1,500,000.

Check the following box only if you wish to opt into treatment as a General Unsecured Convenience Claim. You are not required to check this box. If you check this box, you will waive any right under the Plan to Allowance of a General Unsecured Claim in an amount over $1,500,000.

☐ **Opt into treatment as a General Unsecured Convenience Claim and waive any Allowed amount over $1,500,000.**

ITEM 45: CERTIFICATIONS

By signing this Ballot, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the rest of the Solicitation Package;
- as of the Voting Record Date, you are either (a) the holder of the General Unsecured Claims or General Unsecured Convenience Claims, as applicable, listed in Item 1 or (b) an authorized signatory for such holder;
- you (or, in the case of an authorized signatory, your principal) have cast the same vote with respect to all of your (or your principal's) General Unsecured Claims or General Unsecured Convenience Claims, as applicable;

- no other Ballots with respect to the General Unsecured Claims or General Unsecured Convenience Claims, as applicable, identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such General Unsecured Claims or General Unsecured Convenience Claims, as applicable, any such Ballots are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT J

EXHIBIT 2D TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF RECORD HOLDER BALLOT FOR NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

BALLOT
FOR VOTING ON THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(RECORD HOLDER BALLOT FOR NOTES CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing your Ballot.

Your vote will be counted only if this Ballot is completed, executed, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Record Holder Ballot is for holders of record of Notes Claims.

The above-captioned debtors (the "***Debtors***") are soliciting votes on the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***")[3] described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this ballot (the "***Ballot***") because you may be the holder of a Notes Claim against a Debtor as of January 9, 2024 (the "***Voting Record Date***") who holds such Notes Claim as a record holder in your own name. As such, you have the right to vote to accept or reject the Plan and to opt out of the Third-Party Release contained in the Plan. If you hold Claims in more than one Class, you should receive a Ballot for each Class in which you are entitled to vote. For further information, please contact the Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement, which is included in the package (the "***Solicitation Package***") that you are receiving with this Ballot. If you received the Solicitation Package in electronic format and desire paper copies of all or some of the materials, or if you need to obtain additional Solicitation Packages, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

This Ballot may not be used for any purpose other than for (a) casting your vote to accept or reject the Plan, (b) opting out of the Third-Party Release contained in the Plan, and (c) making certain certifications with respect to your vote. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[3] Capitalized terms used but not defined in this Ballot have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING BALLOT

If the Solicitation Agent does not *actually receive* your Ballot on or before February 14, 2024, at 5:00 p.m. (CST), your vote will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO VOTE ON?

The Debtors are soliciting your vote on their proposed plan of reorganization, as described further in the Disclosure Statement that you have received in your Solicitation Package.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes releases, exculpations, and injunctions.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on this Ballot. **If you vote to accept the Plan, or if you do not check the opt-out box in Item 2 of your Ballot, you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by (a) voting to **reject** the Plan or declining to vote on the Plan **and** (b) checking the opt-out box in Item 2 of your Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Releases.

WHEN IS MY BALLOT DUE?

Your Ballot must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to vote but you will be bound by the Plan if it is confirmed, regardless of whether or not you cast a Ballot.

HOW DO I SUBMIT MY BALLOT?

You may submit your Ballot in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own risk and should allow sufficient time for timely delivery by the Voting Deadline. Ballots will **not** be accepted by fax, email, or other means.

To submit your Ballot in paper form, you must complete, sign, and date the Ballot and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Ballot.**

To submit your Ballot electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve your customized electronic E-Ballot.

ID number: _____

Passcode: _____

WHY AM I ENTITLED TO CAST A BALLOT?

You have received your Ballot because the Solicitation Agent has information that you may be a holder of Notes Claims that holds Claims as a record holder in its own name.

WILL MY BALLOT COUNT?

Your Ballot will be counted only if it is ***actually received*** by the Solicitation Agent on or before the Voting Deadline. If you submit multiple Ballots with respect to the same Claim, only the last Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Ballots with respect to the same Claim. However, if you submit valid and timely Ballots for the same Claim both in paper form and electronically, only the Ballot submitted through the E-Ballot Portal will be counted, even if the paper Ballot is received later.

Additionally, the following Ballots will **not** be counted:

- any Ballot that purports to partially accept or partially reject the Plan;
- any Ballot that purports to both accept and reject the Plan, or that neither accepts nor rejects the Plan;
- any Ballot that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Ballot that is illegible;
- any Ballot that contains insufficient information to permit the Solicitation Agent to identify the holder of the voted Claim;
- any Ballot cast by a person or entity that does not hold a Claim in the Class indicated on the front of the Ballot;
- any Ballot cast by a Holder that is not entitled to vote;
- any unsigned Ballot;

- any non-original Ballot (excluding electronic ballots submitted through the E-Ballot Portal).

MAY I SPLIT MY VOTE?

You must vote all of your Claims within a single Class either to accept or reject the Plan and may not split your vote. Further, if you have multiple Claims within a Class, the Debtors may, in their discretion, aggregate your Claims within that Class for the purpose of counting votes.

If you have Claims in **different** Classes, you will receive a separate Ballot for each such Class. In that case, each Ballot will apply only to your Claims in the Class indicated on that Ballot, so you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different Classes.

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received a Ballot because the Solicitation Agent has information suggesting that you may hold a Claim against a Debtor of the type shown on the front of the Ballot. However, your Ballot does **not** constitute a proof of claim or an assertion or admission that you hold a Claim against any Debtor.

I HAVE FURTHER QUESTIONS ABOUT MY BALLOT.

If you have any questions about your Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

BALLOT FOR RECORD HOLDERS OF NOTES CLAIMS

ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the record holder of Notes Claims of the following type and in the following principal amount:

Notes	Principal Amount
	$ _____

ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **If you vote to reject the Plan or do not vote on the Plan, you may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you vote to accept the Plan, you will be deemed to have consented to the Third-Party Release regardless of whether you check the opt-out box**. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (n) with respect to each of the

Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash

collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party,

(c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you vote to accept the Plan, or if you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 3: VOTE ON PLAN

You vote to (check only one):

☐ **Accept** (vote **for**) the Plan as to each Debtor
(You will be bound by the Third-Party Release regardless of whether you checked the box in Item 2.)

☐ **Reject** (vote **against**) the Plan as to each Debtor
(You will be bound by the Third-Party Release unless you checked the box in Item 2.)

The Debtors recommend that you vote to accept the Plan.

ITEM 4: CERTIFICATIONS

By signing this Ballot, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the rest of the Solicitation Package;

- as of the Voting Record Date, you are either (a) the record holder of the Notes Claim listed in Item 1 or (b) an authorized signatory for such record holder;
- you (or, in the case of an authorized signatory, your principal) have cast the same vote with respect to all of your (or your principal's) Notes Claims for which you are the record holder;
- no other Ballots with respect to the Notes Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Notes Claims, any such Ballots are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT K

REDLINE OMITTED – EXHIBIT K IS A NEW EXHIBIT TO THE DISCLOSURE STATEMENT

EXHIBIT L

EXHIBIT 3A TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NON-VOTING NOTICE FOR UNIMPAIRED CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF NON-VOTING STATUS FOR UNIMPAIRED CLAIMS PRESUMED TO ACCEPT THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. *ET AL.*

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only of this Notice of Non-Voting Status is completed, executed, returned, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

The above-captioned debtors (the "***Debtors***") have proposed a *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[2] as described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this notice (the "***Notice***") because you may be the Holder of a Claim or Interest that would be unimpaired by the Plan. As such, you are not entitled to vote on the Plan, and you are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Although you are not entitled to vote on the Plan, attached to this Notice is a form (the "***Election Form***"), through which you may opt out of the Third-Party Release contained in the Plan. If you also hold Claims in a Voting Class, you may receive a ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Notice. If you received this Notice in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

The Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Notice in error, or if you believe that you should have received a voting ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[2] Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February 14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please read and consider the Plan and the Disclosure Statement carefully. **Please note that the Plan includes releases, exculpations, and injunctions and set forth at Article VIII of the Plan.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on your Election Form. **If you decline to check the opt-out box in Item 1 of your Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 1 of your Election Form. The treatment of your Claim or Interest under the Plan will not be altered if you opt out of the Third-Party Release.

WHEN IS MY ELECTION FORM DUE?

Your Election Form must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to submit an Election Form, but will be bound by the Plan if it is confirmed, regardless of whether you submit an Election Form.

HOW DO I SUBMIT MY ELECTION FORM?

You may submit your Election Form in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own

risk and should allow sufficient time for timely delivery by the Voting Deadline. Election Forms will **not** be accepted by fax, email, or other means.

To submit your Election Form in paper form, you must complete, sign, and date the Election Form and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Election Form.**

To submit your Election Form electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve your customized electronic E-Ballot.

ID number: _____

Passcode: _____

WHO IS ENTITLED TO CAST AN ELECTION FORM?

Only Holders of Claims or Interests in certain Classes are entitled to submit the attached Election Form. You have received your Election Form because the Solicitation Agent has information that you are a Holder of a Claim or Interest, which is within such a Class.

WILL MY ELECTION FORM COUNT?

Your Election Form will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Election Form with respect to the same Claim or Interest, only the last Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Election Forms with respect to the same Claim or Interest. However, if you submit valid and timely Election Forms for the same Claim or Interest both in paper form and electronically, only the submission through the E-Ballot Portal will be counted, even if the paper Election Form is received later. Additionally, the following Election Forms will **not** be counted:

- any Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Election Form that is illegible;
- any Election Form that contains insufficient information to permit the Solicitation Agent to identify the Holder of the Claim or Interest;
- any Election Form submitted by a Holder that is not entitled to submit one pursuant to the Plan;
- any unsigned Election Form; and

- any non-original Election Form (excluding electronic Election Forms submitted through the E-Ballot Portal).

WHAT ARE MY CLAIMS AGAINST IN THE DEBTORS?

You have received this Notice because the Debtors' Solicitation Agent has information suggesting that you hold a Claim against the Debtors that is unimpaired under the Plan. However, this Notice does **not** constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against any Debtor.

I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.

If you have any questions about this Notice or the procedures for submitting an Election Form, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

ELECTION FORM

ITEM 1: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (n) with respect to each of the Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out

of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the

subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 1, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 2: CERTIFICATIONS

By signing this Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the applicable Election Form;
- as of the Voting Record Date, you are either (a) the Holder of Claims or (b) an authorized signatory for the Holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims and Interests;
- no other Election Forms with respect to the Holder's Claims and/or Interests have been cast or, if any other Election Forms have been cast with respect to such Claims and/or Interests, then any such Election Forms are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT M

EXHIBIT 3A TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NON-VOTING NOTICE FOR UNIMPAIRED CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE ~~OF~~ OF NON-VOTING STATUS FOR UNIMPAIRED CLAIMS ~~PRESUMED~~ PRESUMED TO ACCEPT THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. *ET AL.*

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only of this Notice of Non-Voting Status is completed, executed, returned, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

The above-captioned debtors (the "***Debtors***") have proposed a ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[2] as described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this notice (the "***Notice***") because you may be the Holder of a Claim or Interest that would be unimpaired by the Plan. As such, you are not entitled to vote on the Plan, and you are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Although you are not entitled to vote on the Plan, attached to this Notice is a form (the "***Election Form***"), through which you may opt out of the Third-Party Release contained in the Plan. If you also hold Claims in a Voting Class, you may receive a ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Notice. If you received this Notice in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

The Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Notice in error, or if you believe that you should have received a voting ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[2] Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February ~~[•]~~14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please read and consider the Plan and the Disclosure Statement carefully. **Please note that the Plan includes releases, exculpations, and injunctions and set forth at Article VIII of the Plan.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on your Election Form. **If you decline to check the opt-out box in Item 1 of your Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 1 of your Election Form. The treatment of your Claim or Interest under the Plan will not be altered if you opt out of the Third-Party Release.

WHEN IS MY ELECTION FORM DUE?

Your Election Form must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to submit an Election Form, but will be bound by the Plan if it is confirmed, regardless of whether you submit an Election Form.

How do I submit my Election Form?

You may submit your Election Form in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own risk and should allow sufficient time for timely delivery by the Voting Deadline. Election Forms will **not** be accepted by fax, email, or other means.

To submit your Election Form in paper form, you must complete, sign, and date the Election Form and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Election Form.**

To submit your Election Form electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve your customized electronic E-Ballot.

ID number: _____

Passcode: _____

Who is entitled to cast an Election Form?

Only Holders of Claims or Interests in certain Classes are entitled to submit the attached Election Form. You have received your Election Form because the Solicitation Agent has information that you are a Holder of a Claim or Interest, which is within such a Class.

Will my Election Form count?

Your Election Form will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Election Form with respect to the same Claim or Interest, only the last Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Election Forms with respect to the same Claim or Interest. However, if you submit valid and timely Election Forms for the same Claim or Interest both in paper form and electronically, only the submission through the E-Ballot Portal will be counted, even if the paper Election Form is received later. Additionally, the following Election Forms will **not** be counted:

- any Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Election Form that is illegible;
- any Election Form that contains insufficient information to permit the Solicitation Agent to identify the Holder of the Claim or Interest;

- any Election Form submitted by a Holder that is not entitled to submit one pursuant to the Plan;
- any unsigned Election Form; and
- any non-original Election Form (excluding electronic Election Forms submitted through the E-Ballot Portal).

WHAT ARE MY CLAIMS AGAINST IN THE DEBTORS?

You have received this Notice because the Debtors' Solicitation Agent has information suggesting that you hold a Claim against the Debtors that is unimpaired under the Plan. However, this Notice does **not** constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against any Debtor.

I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.

If you have any questions about this Notice or the procedures for submitting an Election Form, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

ELECTION FORM

ITEM 1: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) ~~[reserved]; (e~~**each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f)** the DIP Purchasers; (~~f~~**g**) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (~~g~~**h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i)** the ABL Agent **and the ABL Lenders**; (~~h~~**j**) the New Revolver Facility Agent and the New Revolver Facility Lenders; (~~i~~**k**) the New Notes Indenture Trustees; (~~j~~***l***) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (~~k~~**m**) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (~~l~~**n**) with respect to each of the Entities in the foregoing clauses (a) through (~~k~~**m**), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities~~.~~**; *provided, further*, that no**

Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party,

whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the ~~2022~~ Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any ~~Related~~Released Party ~~of the Reorganized Debtors~~ to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, ~~or~~ (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement),

or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 1, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 2: CERTIFICATIONS

By signing this Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the applicable Election Form;
- as of the Voting Record Date, you are either (a) the Holder of Claims or (b) an authorized signatory for the Holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims and Interests;
- no other Election Forms with respect to the Holder's Claims and/or Interests have been cast or, if any other Election Forms have been cast with respect to such Claims and/or Interests, then any such Election Forms are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____

(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT N

EXHIBIT 3B TO DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NON-VOTING NOTICE FOR CLAIMS AND INTERESTS DEEMED TO REJECT

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF NON-VOTING STATUS FOR IMPAIRED CLAIMS AND INTERESTS DEEMED TO REJECT THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. *ET AL.*

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only of this Notice of Non-Voting Status is completed, executed, returned, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

The above-captioned debtors (the "***Debtors***") have proposed a *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[2] as described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this notice (the "***Notice***") because you may be the Holder of a Claim or Interest that is conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although you are not entitled to vote on the Plan, attached to this Notice is a form (the "***Election Form***"), through which you may opt out of the Third-Party Release contained in the Plan. If you also hold Claims in a Voting Class, you may receive a ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Notice. If you received this Notice in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

The Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Notice in error, or if you believe that you should have received a voting ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or website set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[2] Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February 14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please read and consider the Plan and the Disclosure Statement carefully. **Please note that the Plan includes releases, exculpations, and injunctions and set forth at Article VIII of the Plan.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on your Election Form. **If you decline to check the opt-out box in Item 1 of your Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 1 of your Election Form. The treatment of your Claim or Interest under the Plan will not be altered if you opt out of the Third-Party Release.

WHEN IS MY ELECTION FORM DUE?

Your Election Form must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to submit an Election Form, but will be bound by the Plan if it is confirmed, regardless of whether you submit an Election Form.

HOW DO I SUBMIT MY ELECTION FORM?

You may submit your Election Form in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own

risk and should allow sufficient time for timely delivery by the Voting Deadline. Election Forms will **not** be accepted by fax, email, or other means.

To submit your Election Form in paper form, you must complete, sign, and date the Election Form and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, contact the Solicitation Agent through www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Election Form.**

To submit your Election Form electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve your customized electronic E-Ballot.

ID number: _____

Passcode: _____

WHO IS ENTITLED TO CAST AN ELECTION FORM?

Only Holders of Claims or Interests in certain Classes are entitled to submit the attached Election Form. You have received your Election Form because the Solicitation Agent has information that you are a Holder of a Claim or Interest, which is within such a Class.

WILL MY ELECTION FORM COUNT?

Your Election Form will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Election Form with respect to the same Claim or Interest, only the last Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Election Forms with respect to the same Claim or Interest. However, if you submit valid and timely Election Forms for the same Claim or Interest both in paper form and electronically, only the submission through the E-Ballot Portal will be counted, even if the paper Election Form is received later. Additionally, the following Election Forms will **not** be counted:

- any Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Election Form that is illegible;
- any Election Form that contains insufficient information to permit the Solicitation Agent to identify the Holder of the Claim or Interest;
- any Election Form submitted by a Holder that is not entitled to submit one pursuant to the Plan;
- any unsigned Election Form; and

- any non-original Election Form (excluding electronic Election Forms submitted through the E-Ballot Portal).

WHAT ARE MY CLAIMS AGAINST OR INTERESTS IN THE DEBTORS?

You have received this Notice because the Debtors' Solicitation Agent has information suggesting that you hold a Claim against or Interest in the Debtors that is deemed to reject the Plan. However, this Notice does **not** constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against or Interest in any Debtor.

I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.

If you have any questions about this Notice or the procedures for submitting an Election Form, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

ELECTION FORM

ITEM 1: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (n) with respect to each of the Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out

of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the

subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 1, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 2: CERTIFICATIONS

By signing this Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the applicable Election Form;
- as of the Voting Record Date, you are either (a) the Holder of Claims and/or Interests or (b) an authorized signatory for the Holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims and Interests; and
- no other Election Forms with respect to the Holder's Claims and/or Interests have been cast or, if any other Election Forms have been cast with respect to such Claims and/or Interests, then any such Election Forms are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT O

EXHIBIT 3B TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NON-VOTING NOTICE FOR
CLAIMS AND INTERESTS DEEMED TO REJECT

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE ~~OF~~ OF NON-VOTING STATUS FOR ~~FOR~~ IMPAIRED CLAIMS AND INTERESTS DEEMED TO REJECT THE MODIFIED ~~THE~~FIRST AMENDED JOINT CHAPTER 11 PLAN ~~OF~~ OF WESCO AIRCRAFT HOLDINGS, INC. *ET AL.*

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only of this Notice of Non-Voting Status is completed, executed, returned, and *actually received* by the Debtors' Solicitation Agent no

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024*.

The above-captioned debtors (the "***Debtors***") have proposed a ***Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.*** (the "***Plan***"),[2] as described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this notice (the "***Notice***") because you may be the Holder of a Claim or Interest that is conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although you are not entitled to vote on the Plan, attached to this Notice is a form (the "***Election Form***"), through which you may opt out of the Third-Party Release contained in the Plan. If you also hold Claims in a Voting Class, you may receive a ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Notice. If you received this Notice in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at (a) http://www.kccllc.net/incora/inquiry.

The Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Notice in error, or if you believe that you should have received a voting ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or website set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[2] Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February ~~[•]~~14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please read and consider the Plan and the Disclosure Statement carefully. **Please note that the Plan includes releases, exculpations, and injunctions and set forth at Article VIII of the Plan.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on your Election Form. **If you decline to check the opt-out box in Item 1 of your Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 1 of your Election Form. The treatment of your Claim or Interest under the Plan will not be altered if you opt out of the Third-Party Release.

WHEN IS MY ELECTION FORM DUE?

Your Election Form must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to submit an Election Form, but will be bound by the Plan if it is confirmed, regardless of whether you submit an Election Form.

How do I submit my Election Form?

You may submit your Election Form in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own risk and should allow sufficient time for timely delivery by the Voting Deadline. Election Forms will **not** be accepted by fax, email, or other means.

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ID number: _____

Passcode: _____

Who is entitled to cast an Election Form?

Only Holders of Claims or Interests in certain Classes are entitled to submit the attached Election Form. You have received your Election Form because the Solicitation Agent has information that you are a Holder of a Claim or Interest, which is within such a Class.

Will my Election Form count?

Your Election Form will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Election Form with respect to the same Claim or Interest, only the last Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Election Forms with respect to the same Claim or Interest. However, if you submit valid and timely Election Forms for the same Claim or Interest both in paper form and electronically, only the submission through the E-Ballot Portal will be counted, even if the paper Election Form is received later. Additionally, the following Election Forms will **not** be counted:

- any Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Election Form that is illegible;
- any Election Form that contains insufficient information to permit the Solicitation Agent to identify the Holder of the Claim or Interest;

- any Election Form submitted by a Holder that is not entitled to submit one pursuant to the Plan;
- any unsigned Election Form; and
- any non-original Election Form (excluding electronic Election Forms submitted through the E-Ballot Portal).

WHAT ARE MY CLAIMS AGAINST OR INTERESTS IN THE DEBTORS?

You have received this Notice because the Debtors' Solicitation Agent has information suggesting that you hold a Claim against or Interest in the Debtors that is deemed to reject the Plan. However, this Notice does **not** constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against or Interest in any Debtor.

I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.

If you have any questions about this Notice or the procedures for submitting an Election Form, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

ELECTION FORM

ITEM 1: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

Definition of "Released Parties":

Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.

Definition of "Releasing Parties":

Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) ~~[reserved]; (e~~**each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f)** the DIP Purchasers; (~~f~~**g**) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (~~g~~**h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i)** the ABL Agent **and the ABL Lenders**; (~~h~~**j**) the New Revolver Facility Agent and the New Revolver Facility Lenders; (~~i~~**k**) the New Notes Indenture Trustees; (~~j~~***l***) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (~~k~~**m**) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (~~l~~**n**) with respect to each of the Entities in the foregoing clauses (a) through (~~k~~**m**), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities~~.~~**; *provided*, *further*, that no**

Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party,

whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the ~~2022~~ Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any ~~Related~~Released Party ~~of the Reorganized Debtors~~ to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, ~~or~~ (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement),

or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 1, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 2: CERTIFICATIONS

By signing this Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the applicable Election Form;
- as of the Voting Record Date, you are either (a) the Holder of Claims and/or Interests or (b) an authorized signatory for the Holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims and Interests; and
- no other Election Forms with respect to the Holder's Claims and/or Interests have been cast or, if any other Election Forms have been cast with respect to such Claims and/or Interests, then any such Election Forms are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____

(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT P

EXHIBIT 3C TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF MASTER NOTICE OF
NON-VOTING STATUS FOR NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

MASTER NOTICE OF NON-VOTING STATUS FOR NOTES CLAIMS[2]

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

The elections of your Beneficial Holders will be counted only if this Notice of Non-Voting Status is *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Master Notice is for: Class 5 (1.25L Notes Claims) and Class 8 (PIK Notes Claims).

The above-captioned debtors (the "***Debtors***") have proposed a *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[3] as described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]].

You are receiving this master notice (the "***Master Notice***") because you are a broker, bank, or other nominee, or an agent of a broker, bank, or other nominee (a "***Nominee***") or a proxy holder of a Nominee of certain beneficial holders (the "***Beneficial Holders***") of notes identified on **Schedule 1** hereto (the "***Class [•]–[•] Notes Claims***") as of January 9, 2024 (the "***Voting Record Date***"). The Class [•]–[•] Notes Claims are conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although your Beneficial Holders are not entitled to vote on the Plan, they are entitled to opt out of the Third-Party Release contained in the Plan. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

The form attached to this Master Notice (the "***Master Election Form***") may not be used for any purpose other than for transmitting to the Solicitation Agent (a) the elections of your Beneficial Holders to opt out of the Third-Party Release contained in the Plan, and (b) making certain certifications with respect to such election. If you believe that you received this Master Election Form in error, received a damaged Master Election Form, or lost your Master Election Form, please contact the Solicitation Agent immediately.

You are authorized to collect opt-out elections from your Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Notice and through online voting, by phone, fax, or other electronic means.

To have the elections of your Beneficial Holders count, you must complete and return this Master Notice so that the Solicitation Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is February 14, 2024, at 5:00 p.m. (CST).

[3] Capitalized terms used but not defined in this Master Notice have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING MASTER ELECTION FORM

If the Solicitation Agent does not *actually receive* your Master Election Form on or before February 14, 2024, 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Master Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**.

WHEN IS MY MASTER ELECTION FORM DUE?

Your Master Election Form must be ***actually received*** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You should distribute Beneficial Holder Notices to your Beneficial Holders and require their return in sufficient time to assure your timely delivery of your Master Election Form to the Solicitation Agent.

HOW DO I SUBMIT MY MASTER ELECTION FORM?

You may submit your Master Election Form in paper form or electronically by email to IncoraBallots@kccllc.net. You may choose either method at your own risk and should allow sufficient time to guarantee delivery by the Voting Deadline. Master Election Forms will *not* be accepted by electronic means other than email.

To submit your Master Election Form in paper form, you must complete, sign, and date the Master Election Form and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to provide the anticipated date and time of delivery. **Be sure to sign and date your Master Election Form** if you submit it in paper form.

WHO SHOULD RECEIVE A BENEFICIAL HOLDER ELECTION FORM?

You should distribute Beneficial Holder Election Forms to each Beneficial Holder of notes identified on **Schedule 1** to this Master Election Form as of the Voting Record Date for which you are a Nominee or a proxy holder for a Nominee.

HOW SHOULD I DELIVER ELECTION FORMS TO BENEFICIAL HOLDERS AND COLLECT ELECTIONS FROM THEM?

You may distribute the Election Forms to Beneficial Holders in accordance with your customary practices. You may also collect elections from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Election Form, or through online voting, by phone, or by other electronic means. If you do not have a sufficient number of Beneficial Holder Election Forms, you should request additional copies from the Solicitation Agent.

If you are transmitting the elections of any Beneficial Holder other than yourself, you may select either of the following options:

- Within 5 Business Days after you receive the Solicitation Package, "Pre-validate" the individual Beneficial Holder Election Forms contained in the Solicitation Package and then forward the Solicitation Packages to your Beneficial Holders with the instruction that the Beneficial Holders must return their Beneficial Holder Election Forms directly to the Solicitation Agent in the return envelope to be provided in the Solicitation Package. You may "pre-validate" a Beneficial Holder Election Form by (i) signing the Beneficial Holder Election Form and including your DTC participant number; (ii) indicating the account number of the Beneficial Holder and the Class and principal amount of Claims held by you for such Beneficial Holder; and (iii) forwarding the pre-validated Beneficial Holder Election Form together with the rest of the Solicitation Package to the Beneficial Holder. The Beneficial Holder should then complete the remaining information requested on the Beneficial Holder Election Form and return the Beneficial Holder Election Form directly to the Solicitation Agent. You should maintain a list of the Beneficial Holders to whom you send "pre-validated" Beneficial Holder Election Forms for inspection for at least one year from the Effective Date.

or

- Within 5 Business Days after you receive the Solicitation Package, forward the Solicitation Packages to your Beneficial Holders along with a return envelope provided by and addressed to you. Each Beneficial Holder will then return its Beneficial Holder Election Form to you, and you will tabulate the opt-out elections of your Beneficial Holders on a Master Election Form and return the Master Election Form to the Solicitation Agent. You should advise the Beneficial Holders to return their Beneficial Holder Election Form (or otherwise transmit their elections) to you by a date calculated to allow you to prepare and return the Master Election Form to the Solicitation Agent so that the Master Election Form is actually received by the Solicitation Agent on or before the Voting Deadline.

HOW DO I TABULATE THE ELECTIONS OF BENEFICIAL HOLDERS?

You must (a) compile and validate the elections and other relevant information on each Beneficial Holder Election Form returned to you on a Master Election Form using the customer name or account number assigned by you to each applicable Beneficial Holder; (b) execute the

Master Election Form; (c) transmit such Master Election Form to the Solicitation Agent by the Voting Deadline; and (d) retain all Beneficial Holder Election Forms you received from your Beneficial Holders, whether in hard copy or by electronic means, in your files for a period of one year after the Effective Date. You may be ordered to produce these Beneficial Holder Election Forms (or evidence of the election otherwise transmitted to you) to the Debtors or the Court.

In completing the Master Election Form, you should indicate that you are signing the Master Election Form in your capacity as a Nominee and, if required or requested by the Solicitation Agent, the Debtors, or the Court, you must submit proper evidence of your authority to act on behalf of your Beneficial Holders.

If you are both the Nominee and the Beneficial Holder of any of the Claims reported on the Master Election Form and you wish to make an election with respect to your Claims, you may return a Beneficial Holder Election Form or Master Election Form for your Claims. In that case, you must make a single election with respect to your entire Claim in a particular Class.

HOW WILL THE ELECTIONS TRANSMITTED BY MY MASTER ELECTION FORM BE COUNTED?

The elections transmitted through your Master Election Form will be counted only if it is actually received by the Solicitation Agent on or before the Voting Deadline.

If you submit multiple Master Election Forms with respect to the same Claims, only the elections transmitted through the last Master Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Master Election Forms with respect to the same Claims. However, if you submit valid and timely Master Election Forms for the same Claims both in paper form and electronically, only the submission through email will be counted, even if the paper Master Election Form is received later.

Additionally, the following Master Election Forms will ***not*** be counted:

- any Master Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Master Election Form that is illegible;
- any Master Election Form that contains insufficient information to permit the Solicitation Agent to identify the principal amounts subject to an election within each Class;
- any unsigned Master Election Form;
- any Master Election Form that does not contain an original signature (except that signed Master Election Forms submitted by email will be deemed to contain an original signature); and

- any Master Election Form submit by a person that is not a Nominee or a proxy holder for a Nominee.

I HAVE FURTHER QUESTIONS ABOUT MY MASTER ELECTION FORM.

If you have any questions about your Master Election Form or the procedures for making an opt-out election, please call the Solicitation Agent's hotline at (877) 499-4509 (toll-free in the U.S. and Canada) or +1 (917) 281-4800 (international), visit the Debtors' restructuring website at: https://www.kccllc.net/incora, or email the Solicitation Agent at: IncoraBallots@kccllc.com.

MASTER ELECTION FORM

ITEM 1: CERTIFICATION OF AUTHORITY TO MAKE AN ELECTION

You certify that, as of the Voting Record Date, you (please check the applicable box):

☐ are a Nominee for each of the Beneficial Holders of the Class [•]–[•] Notes Claims listed in Item 2 below, and the DTC account holder of the Notes underlying such Claims, or

☐ are acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the DTC account holder of the aggregate principal amount of Notes underlying the Class [•]–[•] Notes Claims listed in Item 2 below, or

☐ have been granted a proxy (an original of which is attached) from a Nominee or a Beneficial Holder that is the DTC account holder of the aggregate principal amount of the Notes underlying the Claims listed in Item 2 below, and accordingly, have full power and authority to make an election to opt out of the Third-Party Releases on behalf of the Beneficial Holders of the Class [•]–[•] Notes Claims set forth in Item 2.

ITEM 2: OPT-OUT ELECTIONS

The following opt-out elections of the following Beneficial Holders of Class [•]–[•] Notes Claims, identified by their respective customer account numbers set forth below, are being transmitted through this Master Election Form. I certify that those Beneficial Holders are the Beneficial Holders of the listed Claims as of the Voting Record Date and have delivered to me, as their Nominee, such elections.

Indicate in the appropriate column below the aggregate principal amount (as of the Voting Record Date) related to each account or attach that information to this Master Election Form. Indicate whether each Beneficial Holder checked the opt-out box or left it blank by checking or leaving blank the "opt-out" box on each row.

Your Customer Acct. Number	**Principal Amount**	**Third-Party Release Opt-Out**
	$	
Total	$	

ITEM 3: CERTIFICATIONS

By signing this Master Election Form, you certify to the Court and the Debtors that:

1. you have received a copy of the Disclosure Statement (including the Plan and other exhibits) and have delivered copies of such documents, as well as the Beneficial Holder Election Forms, to each of the Beneficial Holders listed in Item 2 above;

2. you have received a properly completed and signed Beneficial Holder Election Form (or another election in accordance with your customary procedures) from each Beneficial Holder listed in Item 2 above;

3. you are the DTC account holder of the principal amount of Notes underlying the Claims listed in Item 2 above or you have been authorized by each Beneficial Holder of the Claims listed in Item 2 to opt out from the Third-Party Releases;

4. no other Master Election Forms with respect to the Claims identified in Item 2 have been transmitted or, if any other Master Election Forms have been transmitted with respect to such Claims, then such Master Election Forms are hereby revoked;

5. you have properly disclosed (i) the number of Beneficial Holders who completed the Beneficial Holder Election Forms or otherwise conveyed their elections to you; (ii) the respective principal amounts of the Notes held by each such Beneficial Holder; (iii) each such Beneficial Holder's election with respect to opting out from the Third-Party Releases; and (iv) the customer account or other identification number for each such Beneficial Holder; and

6. you will maintain the Beneficial Holder Election Forms or other evidence of the elections transmitted by your Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and will disclose such information to the Court or the Debtors if requested.

Name of Nominee:	_____ (print or type)
DTC Participant No.	_____
Name of Proxy Holder or Agent for Nominee (if applicable):	_____ (print or type)
Signature:	_____
Signatory Name:	_____ (print or type)
Signatory Title:	_____
Address:	_____ _____
Telephone:	_____
Email:	_____
Date Completed:	_____

SCHEDULE 1 TO MASTER ELECTION FORM

Please check one box below to indicate the CUSIP/ISIN to which this Master Election Form pertains (or clearly indicate directly on the Master Election Form):

	Description	Class	CUSIP/ISIN
☐	13.125% Secured Bonds (144A)	5	950814 AC 7 / US950814AC73
☐	13.125% Secured Bonds (AI)	5	950814 AD 5 / US950814AD56
☐	13.125% Secured Bonds (REGS)	5	U96085 AB 8 / USU96085AB89
☐	13.75% Sr Unsecured PIK Notes (144A)	8	97801L AA 8 / US97801LAA89

EXHIBIT Q

EXHIBIT 3C TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF MASTER NOTICE OF
NON-VOTING STATUS FOR ~~PIK~~ NOTES

CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

MASTER NOTICE OF NON-VOTING STATUS FOR ~~PIK~~ NOTES CLAIMS[2]

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

The elections of your Beneficial Holders will be counted only if this Notice of Non-Voting Status is *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Master Notice is for: Class 5 (1.25L Notes Claims) and Class 8 (PIK Notes Claims).

The above-captioned debtors (the "***Debtors***") have proposed a ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[~~1~~3] as described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]].

You are receiving this master notice (the "***Master Notice***") because you are a broker, bank, or other nominee, or an agent of a broker, bank, or other nominee (a "***Nominee***") or a proxy holder of a Nominee of certain beneficial holders (the "***Beneficial Holders***") of notes identified on **Schedule 1** hereto (the "***Class ~~8 PIK~~[•]–[•] Notes Claims***") as of January ~~2~~9, 2024 (the "***Voting Record Date***"). The Class ~~8 PIK~~[•]–[•] Notes Claims are conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although your Beneficial Holders are not entitled to vote on the Plan, they are entitled to opt out of the Third-Party Release contained in the Plan. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

The form attached to this Master Notice (the "***Master Election Form***") may not be used for any purpose other than for transmitting to the Solicitation Agent (a) the elections of your Beneficial Holders to opt out of the Third-Party Release contained in the Plan, and (b) making certain certifications with respect to such election. If you believe that you received this Master Election Form in error, received a damaged Master Election Form, or lost your Master Election Form, please contact the Solicitation Agent immediately.

You are authorized to collect opt-out elections from your Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Notice and through online voting, by phone, fax, or other electronic means.

To have the elections of your Beneficial Holders count, you must complete and return this Master Notice so that the Solicitation Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is February ~~[•]~~14, 2024, at 5:00 p.m. (CST).

[~~1~~3] Capitalized terms used but not defined in this Master Notice have the meanings ascribed to them in the Plan.

INSTRUCTIONS FOR COMPLETING MASTER ELECTION FORM

If the Solicitation Agent does not *actually receive* your Master Election Form on or before February ~~[•]~~14, 2024, 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Master Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**.

WHEN IS MY MASTER ELECTION FORM DUE?

Your Master Election Form must be ***actually received*** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You should distribute Beneficial Holder Notices to your Beneficial Holders and require their return in sufficient time to assure your timely delivery of your Master Election Form to the Solicitation Agent.

HOW DO I SUBMIT MY MASTER ELECTION FORM?

You may submit your Master Election Form in paper form or electronically by email to IncoraBallots@kccllc.net. You may choose either method at your own risk and should allow sufficient time to guarantee delivery by the Voting Deadline. Master Election Forms will *not* be accepted by electronic means other than email.

To submit your Master Election Form in paper form, you must complete, sign, and date the Master Election Form and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to provide the anticipated date and time of delivery. **Be sure to sign and date your Master Election Form** if you submit it in paper form.

WHO SHOULD RECEIVE A BENEFICIAL HOLDER ELECTION FORM?

You should distribute Beneficial Holder Election Forms to each Beneficial Holder of notes identified on **Schedule 1** to this Master Election Form as of the Voting Record Date for which you are a Nominee or a proxy holder for a Nominee.

HOW SHOULD I DELIVER ELECTION FORMS TO BENEFICIAL HOLDERS AND COLLECT ELECTIONS FROM THEM?

You may distribute the Election Forms to Beneficial Holders in accordance with your customary practices. You may also collect elections from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Election Form, or through online voting, by phone, or by other electronic means. If you do not have a sufficient number of Beneficial Holder Election Forms, you should request additional copies from the Solicitation Agent.

If you are transmitting the elections of any Beneficial Holder other than yourself, you may select either of the following options:

- Within 5 Business Days after you receive the Solicitation Package, "Pre-validate" the individual Beneficial Holder Election Forms contained in the Solicitation Package and then forward the Solicitation Packages to your Beneficial Holders with the instruction that the Beneficial Holders must return their Beneficial Holder Election Forms directly to the Solicitation Agent in the return envelope to be provided in the Solicitation Package. You may "pre-validate" a Beneficial Holder Election Form by (i) signing the Beneficial Holder Election Form and including your DTC participant number; (ii) indicating the account number of the Beneficial Holder and the Class and principal amount of Claims held by you for such Beneficial Holder; and (iii) forwarding the pre-validated Beneficial Holder Election Form together with the rest of the Solicitation Package to the Beneficial Holder. The Beneficial Holder should then complete the remaining information requested on the Beneficial Holder Election Form and return the Beneficial Holder Election Form directly to the Solicitation Agent. You should maintain a list of the Beneficial Holders to whom you send "pre-validated" Beneficial Holder Election Forms for inspection for at least one year from the Effective Date.

or

- Within 5 Business Days after you receive the Solicitation Package, forward the Solicitation Packages to your Beneficial Holders along with a return envelope provided by and addressed to you. Each Beneficial Holder will then return its Beneficial Holder Election Form to you, and you will tabulate the opt-out elections of your Beneficial Holders on a Master Election Form and return the Master Election Form to the Solicitation Agent. You should advise the Beneficial Holders to return their Beneficial Holder Election Form (or otherwise transmit their elections) to you by a date calculated to allow you to prepare and return the Master Election Form to the Solicitation Agent so that the Master Election Form is actually received by the Solicitation Agent on or before the Voting Deadline.

HOW DO I TABULATE THE ELECTIONS OF BENEFICIAL HOLDERS?

You must (a) compile and validate the elections and other relevant information on each Beneficial Holder Election Form returned to you on a Master Election Form using the customer

name or account number assigned by you to each applicable Beneficial Holder; (b) execute the Master Election Form; (c) transmit such Master Election Form to the Solicitation Agent by the Voting Deadline; and (d) retain all Beneficial Holder Election Forms you received from your Beneficial Holders, whether in hard copy or by electronic means, in your files for a period of one year after the Effective Date. You may be ordered to produce these Beneficial Holder Election Forms (or evidence of the election otherwise transmitted to you) to the Debtors or the Court.

In completing the Master Election Form, you should indicate that you are signing the Master Election Form in your capacity as a Nominee and, if required or requested by the Solicitation Agent, the Debtors, or the Court, you must submit proper evidence of your authority to act on behalf of your Beneficial Holders.

If you are both the Nominee and the Beneficial Holder of any of the Claims reported on the Master Election Form and you wish to make an election with respect to your Claims, you may return a Beneficial Holder Election Form or Master Election Form for your Claims. In that case, you must make a single election with respect to your entire Claim in a particular Class.

HOW WILL THE ELECTIONS TRANSMITTED BY MY MASTER ELECTION FORM BE COUNTED?

The elections transmitted through your Master Election Form will be counted only if it is actually received by the Solicitation Agent on or before the Voting Deadline.

If you submit multiple Master Election Forms with respect to the same Claims, only the elections transmitted through the last Master Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Master Election Forms with respect to the same Claims. However, if you submit valid and timely Master Election Forms for the same Claims both in paper form and electronically, only the submission through email will be counted, even if the paper Master Election Form is received later.

Additionally, the following Master Election Forms will ***not*** be counted:

- any Master Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Master Election Form that is illegible;
- any Master Election Form that contains insufficient information to permit the Solicitation Agent to identify the principal amounts subject to an election within each Class;
- any unsigned Master Election Form;

- any Master Election Form that does not contain an original signature (except that signed Master Election Forms submitted by email will be deemed to contain an original signature); and

- any Master Election Form submit by a person that is not a Nominee or a proxy holder for a Nominee.

I HAVE FURTHER QUESTIONS ABOUT MY MASTER ELECTION FORM.

If you have any questions about your Master Election Form or the procedures for making an opt-out election, please call the Solicitation Agent's hotline at (877) 499-4509 (toll-free in the U.S. and Canada) or +1 (917) 281-4800 (international), visit the Debtors' restructuring website at: https://www.kccllc.net/incora, or email the Solicitation Agent at: IncoraBallots@kccllc.com.

MASTER ELECTION FORM

ITEM 1: CERTIFICATION OF AUTHORITY TO MAKE AN ELECTION

You certify that, as of the Voting Record Date, you (please check the applicable box):

☐ are a Nominee for each of the Beneficial Holders of the Class ~~8 PIK~~[•]–[•] Notes Claims listed in Item 2 below, and the DTC account holder of the Notes underlying such Claims, or

☐ are acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the DTC account holder of the aggregate principal amount of Notes underlying the Class ~~8 PIK~~[•]–[•] Notes Claims listed in Item 2 below, or

☐ have been granted a proxy (an original of which is attached) from a Nominee or a Beneficial Holder that is the DTC account holder of the aggregate principal amount of the Notes underlying the Claims listed in Item 2 below, and accordingly, have full power and authority to make an election to opt out of the Third-Party Releases on behalf of the Beneficial Holders of the Class ~~8 PIK~~[•]–[•] Notes Claims set forth in Item 2.

ITEM 2: OPT-OUT ELECTIONS

The following opt-out elections of the following Beneficial Holders of Class ~~8 PIK~~[•]–[•] Notes Claims, identified by their respective customer account numbers set forth below, are being transmitted through this Master Election Form. I certify that those Beneficial Holders are the Beneficial Holders of the listed Claims as of the Voting Record Date and have delivered to me, as their Nominee, such elections.

Indicate in the appropriate column below the aggregate principal amount (as of the Voting Record Date) related to each account or attach that information to this Master Election Form. Indicate whether each Beneficial Holder checked the opt-out box or left it blank by checking or leaving blank the "opt-out" box on each row.

Your Customer Acct. Number	**Principal Amount**	**Third-Party Release Opt-Out**
	$	
Total	$	

ITEM 3: CERTIFICATIONS

By signing this Master Election Form, you certify to the Court and the Debtors that:

1. you have received a copy of the Disclosure Statement (including the Plan and other exhibits) and have delivered copies of such documents, as well as the Beneficial Holder Election Forms, to each of the Beneficial Holders listed in Item 2 above;
2. you have received a properly completed and signed Beneficial Holder Election Form (or another election in accordance with your customary procedures) from each Beneficial Holder listed in Item 2 above;
3. you are the DTC account holder of the principal amount of Notes underlying the Claims listed in Item 2 above or you have been authorized by each Beneficial Holder of the Claims listed in Item 2 to opt out from the Third-Party Releases;
4. no other Master Election Forms with respect to the Claims identified in Item 2 have been transmitted or, if any other Master Election Forms have been transmitted with respect to such Claims, then such Master Election Forms are hereby revoked;
5. you have properly disclosed (i) the number of Beneficial Holders who completed the Beneficial Holder Election Forms or otherwise conveyed their elections to you; (ii) the respective principal amounts of the Notes held by each such Beneficial Holder; (iii) each such Beneficial Holder's election with respect to opting out from the Third-Party Releases; and (iv) the customer account or other identification number for each such Beneficial Holder; and
6. you will maintain the Beneficial Holder Election Forms or other evidence of the elections transmitted by your Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and will disclose such information to the Court or the Debtors if requested.

Name of Nominee:	_____ (print or type)
DTC Participant No.	_____
Name of Proxy Holder or Agent for Nominee (if applicable):	_____ (print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

SCHEDULE 1 TO MASTER ELECTION FORM

Please check one box below to indicate the CUSIP/ISIN to which this Master Election Form pertains (or clearly indicate directly on the Master Election Form):

	Description	Class	CUSIP/ISIN
☐	**13.125% Secured Bonds (144A)**	**5**	**950814 AC 7 / US950814AC73**
☐	**13.125% Secured Bonds (AI)**	**5**	**950814 AD 5 / US950814AD56**
☐	**13.125% Secured Bonds (REGS)**	**5**	**U96085 AB 8 / USU96085AB89**
☐	13.75% Sr Unsecured PIK Notes (144A)	8	97801L AA 8 / US97801LAA89

EXHIBIT R

EXHIBIT 3D TO DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NOTICE OF NON-VOTING STATUS TO BENEFICIAL HOLDERS OF NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF NON-VOTING STATUS TO BENEFICIAL HOLDERS OF NOTES CLAIMS[2]

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only if it is *actually received* by the Debtors' Solicitation Agent from your broker, bank or other nominee no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*. Follow the instructions of your broker, bank or other nominee to ensure timely receipt of your vote.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] This form of Beneficial Holder Non-Voting Notice is for: Class 5 (1.25L Notes Claims) and Class 8 (PIK Notes Claims).

The above-captioned debtors (the "***Debtors***") have proposed the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[3] described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]]. You are receiving this election form (the "***Beneficial Holder Election Form***") because you are the beneficial holder of notes identified on **Schedule 1** hereto (the "***Class [•]–[•] Notes Claims***") as of January 9, 2024 (the "***Voting Record Date***"). As such, you have the right to elect to opt out of the Third-Party Releases contained in the Plan. If you hold Claims in more than one Class, you should receive a ballot or election form for each Class in which you are entitled to vote or to opt out from the Third-Party Releases. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Beneficial Holder Election Form. If you received this Beneficial Holder Election Form in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at http://www.kccllc.net/incora/inquiry.

This Beneficial Holder Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Beneficial Holder Election Form in error, or if you believe that you should have received a voting ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you determine whether to opt out of the Third-Party Releases. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

Depending on the instructions you receive from your Nominee, in order for your election to count, either (a) your pre-validated Beneficial Holder Election Form must be received by the Solicitation Agent at or before the Voting Deadline, which is February 14, 2024, at 5:00 p.m.

[3] Capitalized terms used but not defined in this Master Notice have the meanings ascribed to them in the Plan.

(CST) or (b) your Nominee must receive your Beneficial Holder Election Form in sufficient time for your Nominee to be able to submit a Master Election Form reflecting your election in time for the Solicitation Agent to receive it at or before the Voting Deadline. Please follow your Nominee's instructions to allow sufficient time for your election to be included on the Master Election Form that your Nominee will deliver to the Solicitation Agent. If either your pre-validated Beneficial Holder Election Form or a Master Election Form recording your election is not received by the Voting Deadline, and if the Voting Deadline is not extended, your election will not count.

INSTRUCTIONS FOR COMPLETING BENEFICIAL HOLDER ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February 14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Beneficial Holder Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes releases, exculpations, and injunctions.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The Third-Party Release is set forth in full on your Beneficial Holder Election Form. **If you do not check the opt-out box in Item 2 of your Beneficial Holder Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 2 of your Beneficial Holder Election Form. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third Party Release.

How Will my Claim be Treated Under the Plan?

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, each Holder of a Claim in Class 5 and 8 shall receive the following treatment:

- **Class 5 – 1.25L Notes Claims**
    - No property will be distributed to holders of 1.25L Notes Claims. Each 1.25L Notes Claim shall be released and cancelled on the Effective Date.
- **Class 8 – PIK Notes Claims**
    - No property will be distributed to holders of PIK Notes Claims. Each PIK Notes Claim shall be released and cancelled on the Effective Date.

You should consult the Disclosure Statement and Plan for more details.

When is my Election Form due?

Your Beneficial Holder Election Form must be ***actually received*** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline will be **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended.

How do I submit my Beneficial Holder Election Form?

Follow your Nominee's instructions carefully as your election will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline.

Your Nominee may have instructed you to return your Beneficial Holder Election Form to your Nominee. If so, you must follow your Nominee's instructions to ensure that your Nominee can transmit the information on your Beneficial Holder Election Form to the Solicitation Agent at or before the Voting Deadline.

Alternatively, your Nominee may have directed you to send a "pre-validated" Beneficial Holder Election Form directly to the Solicitation Agent. If so, you must deliver your pre-validated Beneficial Holder Election Form to the Solicitation Agent at or before the Voting Deadline.

If you have received a "pre-validated" Beneficial Holder Election Form from your Nominee, you must complete, sign, and date such Election Form and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to provide the anticipated date and time of delivery. **Be sure to sign and date your Beneficial Holder Election Form.**

WILL MY BENEFICIAL HOLDER ELECTION FORM COUNT?

The following Beneficial Holder Election Forms will **not** be counted:

- any Beneficial Holder Election Form that is delivered to anyone other than your Nominee (other than a pre-validated Beneficial Holder Election Form that is delivered directly to the Solicitation Agent);
- any Beneficial Holder Election Form that is illegible;
- any Beneficial Holder Election Form that contains insufficient information to permit the Solicitation Agent or the applicable Nominee to identify the Holder of the Claim;
- any Beneficial Holder Election Form transmitted by a person or entity that does not hold a Claim in the Class indicated on the front of the Beneficial Holder Election Form;
- any Beneficial Holder Election Form transmitted by a person that is not entitled to make an opt-out election pursuant to the Plan;
- any unsigned Beneficial Holder Election Form; and
- any non-original Beneficial Holder Election Form (excluding electronic election forms submitted in compliance with a Nominee's instructions).

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received a Beneficial Holder Election Form because your Nominee has determined that you are a beneficial holder of a Claim against the Debtors of the type shown on the front of this Beneficial Holder Election Form. However, your Beneficial Holder Election Form does **not** constitute a proof of claim or an assertion or admission that you hold a Claim against any Debtor.

I HAVE FURTHER QUESTIONS ABOUT MY BENEFICIAL HOLDER ELECTION FORM.

If you have any questions about your Beneficial Holder Election Form or the procedures for making an opt-out election, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

BENEFICIAL HOLDER ELECTION FORM

ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the Beneficial Holder of the Notes listed on **Schedule 1** to this Beneficial Holder Election Form, in the following unpaid principal amount (insert the amount below, unless completed by your Nominee):

$ _____

ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **Although you may not vote on the Plan, you may opt out of the Third-Party Release by checking the box that follows the Third-Party Release.** If you opt out of granting the Third-Party Release, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (n) with respect to each of the Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that

votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes,

the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any

Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 3: CERTIFICATIONS

By signing this Beneficial Holder Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits);
- as of the Voting Record Date, you are either (a) the beneficial holder of the Notes underlying the Claims listed in Item 1 or (b) an authorized signatory for such beneficial holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims in the Class that is the subject of this Beneficial Holder Election Form; and
- no other Beneficial Holder Election Forms with respect to the Notes identified in Item 1 have been transmitted or, if any other Election Forms have been transmitted with respect to such Notes, then any such Election Forms are hereby revoked.

Name of Beneficial Holder:	_____ (print or type)
Signature:	_____
Signatory Name:	_____ (print or type)
Signatory Title:	_____
Address:	_____
	_____
Telephone:	_____
Email:	_____
Date Completed:	_____

SCHEDULE 1 TO
BENEFICIAL HOLDER ELECTION FORM

Your Nominee may have checked a box below to indicate the Class and CUSIP/ISIN to which this Beneficial Holder Election Form pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Election Form.

	Description	Class	CUSIP/ISIN
☐	13.125% Secured Bonds (144A)	5	950814 AC 7 / US950814AC73
☐	13.125% Secured Bonds (AI)	5	950814 AD 5 / US950814AD56
☐	13.125% Secured Bonds (REGS)	5	U96085 AB 8 / USU96085AB89
☐	13.75% Sr Unsecured PIK Notes (144A)	8	97801L AA 8 / US97801LAA89

EXHIBIT S

EXHIBIT 3D TO DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NOTICE OF NON-VOTING STATUS TO BENEFICIAL HOLDERS OF ~~PIK~~ NOTES CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF NON-VOTING STATUS TO BENEFICIAL HOLDERS OF ~~PIK~~ NOTES CLAIMS[2]

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only if it is *actually received* by the Debtors' Solicitation Agent from your broker, bank or other nominee no later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024*. Follow the instructions of your broker, bank or other nominee to ensure timely receipt of your vote.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] **This form of Beneficial Holder Non-Voting Notice is for: Class 5 (1.25L Notes Claims) and Class 8 (PIK Notes Claims).**

The above-captioned debtors (the "***Debtors***") have proposed the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[~~1~~3] described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]]. You are receiving this election form (the "***Beneficial Holder Election Form***") because you are the beneficial holder of notes identified on **Schedule 1** hereto (the "***Class ~~8 PIK~~[•]–[•] Notes Claims***") as of January ~~2~~9, 2024 (the "***Voting Record Date***"). As such, you have the right to elect to opt out of the Third-Party Releases contained in the Plan. If you hold Claims in more than one Class, you should receive a ballot or election form for each Class in which you are entitled to vote or to opt out from the Third-Party Releases. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Beneficial Holder Election Form. If you received this Beneficial Holder Election Form in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at http://www.kccllc.net/incora/inquiry.

This Beneficial Holder Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Beneficial Holder Election Form in error, or if you believe that you should have received a voting ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you determine whether to opt out of the Third-Party Releases. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

[~~1~~3] Capitalized terms used but not defined in this Master Notice have the meanings ascribed to them in the Plan.

Depending on the instructions you receive from your Nominee, in order for your election to count, either (a) your pre-validated Beneficial Holder Election Form must be received by the Solicitation Agent at or before the Voting Deadline, which is February ~~[•]~~14, 2024, at 5:00 p.m. (CST) or (b) your Nominee must receive your Beneficial Holder Election Form in sufficient time for your Nominee to be able to submit a Master Election Form reflecting your election in time for the Solicitation Agent to receive it at or before the Voting Deadline. Please follow your Nominee's instructions to allow sufficient time for your election to be included on the Master Election Form that your Nominee will deliver to the Solicitation Agent. If either your pre-validated Beneficial Holder Election Form or a Master Election Form recording your election is not received by the Voting Deadline, and if the Voting Deadline is not extended, your election will not count.

INSTRUCTIONS FOR COMPLETING BENEFICIAL HOLDER ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February ~~[•]~~14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Beneficial Holder Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes releases, exculpations, and injunctions.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The Third-Party Release is set forth in full on your Beneficial Holder Election Form. **If you do not check the opt-out box in Item 2 of your Beneficial Holder Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 2 of your Beneficial Holder Election Form. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third Party Release.

How Will my Claim be Treated Under the Plan?

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, each Holder of a Claim in Class **5 and** 8 shall receive the following treatment:

- **Class 5 – 1.25L Notes Claims**
    - **No property will be distributed to holders of 1.25L Notes Claims. Each 1.25L Notes Claim shall be released and cancelled on the Effective Date.**
- **Class 8 – PIK Notes Claims**
    - No property will be distributed to holders of PIK Notes Claims. Each PIK Notes Claim shall be released and cancelled on the Effective Date.

You should consult the Disclosure Statement and Plan for more details.

When is my Election Form due?

Your Beneficial Holder Election Form must be ***actually received*** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline will be ~~[•]~~**February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended.

How do I submit my Beneficial Holder Election Form?

Follow your Nominee's instructions carefully as your election will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline.

Your Nominee may have instructed you to return your Beneficial Holder Election Form to your Nominee. If so, you must follow your Nominee's instructions to ensure that your Nominee can transmit the information on your Beneficial Holder Election Form to the Solicitation Agent at or before the Voting Deadline.

Alternatively, your Nominee may have directed you to send a "pre-validated" Beneficial Holder Election Form directly to the Solicitation Agent. If so, you must deliver your pre-validated Beneficial Holder Election Form to the Solicitation Agent at or before the Voting Deadline.

If you have received a "pre-validated" Beneficial Holder Election Form from your Nominee, you must complete, sign, and date such Election Form and return it (with your original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@kccllc.net to

provide the anticipated date and time of delivery. **Be sure to sign and date your Beneficial Holder Election Form.**

WILL MY BENEFICIAL HOLDER ELECTION FORM COUNT?

The following Beneficial Holder Election Forms will **not** be counted:

- any Beneficial Holder Election Form that is delivered to anyone other than your Nominee (other than a pre-validated Beneficial Holder Election Form that is delivered directly to the Solicitation Agent);
- any Beneficial Holder Election Form that is illegible;
- any Beneficial Holder Election Form that contains insufficient information to permit the Solicitation Agent or the applicable Nominee to identify the Holder of the Claim;
- any Beneficial Holder Election Form transmitted by a person or entity that does not hold a Claim in the Class indicated on the front of the Beneficial Holder Election Form;
- any Beneficial Holder Election Form transmitted by a person that is not entitled to make an opt-out election pursuant to the Plan;
- any unsigned Beneficial Holder Election Form; and
- any non-original Beneficial Holder Election Form (excluding electronic election forms submitted in compliance with a Nominee's instructions).

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received a Beneficial Holder Election Form because your Nominee has determined that you are a beneficial holder of a ~~Class 8 PIK Notes~~ Claim against the Debtors of the type shown on the front of this Beneficial Holder Election Form. However, your Beneficial Holder Election Form does **not** constitute a proof of claim or an assertion or admission that you hold a Claim against any Debtor.

I HAVE FURTHER QUESTIONS ABOUT MY BENEFICIAL HOLDER ELECTION FORM.

If you have any questions about your Beneficial Holder Election Form or the procedures for making an opt-out election, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

BENEFICIAL HOLDER ELECTION FORM

ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the Beneficial Holder of the Notes listed on **Schedule 1** to this Beneficial Holder Election Form, in the following unpaid principal amount (insert the amount below, unless completed by your Nominee):

$ _____

ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **Although you may not vote on the Plan, you may opt out of the Third-Party Release by checking the box that follows the Third-Party Release.** If you opt out of granting the Third-Party Release, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) ~~[reserved]; (c~~**each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f)** the DIP Purchasers; (~~f~~**g**) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (~~g~~**h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i)** the ABL Agent **and the ABL Lenders**; (~~h~~**j**) the New Revolver Facility Agent and the New Revolver Facility Lenders; (~~i~~**k**) the New Notes Indenture Trustees; (~~j~~***l***) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (~~k~~**m**) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the

Third-Party Release; (~~l~~n) with respect to each of the Entities in the foregoing clauses (a) through (~~k~~m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities~~.~~**; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.**

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu

of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the ~~2022~~ Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any ~~Related~~Released Party ~~of the Reorganized Debtors~~ to the extent such claims have been released or discharged pursuant

to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, ~~or~~ (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 3: CERTIFICATIONS

By signing this Beneficial Holder Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits);
- as of the Voting Record Date, you are either (a) the beneficial holder of the Notes underlying the Claims listed in Item 1 or (b) an authorized signatory for such beneficial holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims in the Class that is the subject of this Beneficial Holder Election Form; and
- no other Beneficial Holder Election Forms with respect to the Notes identified in Item 1 have been transmitted or, if any other Election Forms have been

transmitted with respect to such Notes, then any such Election Forms are hereby revoked.

Name of Beneficial Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

SCHEDULE 1 TO
BENEFICIAL HOLDER ELECTION FORM

Your Nominee may have checked a box below to indicate the Class and CUSIP/ISIN to which this Beneficial Holder Election Form pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Election Form.

	Description	Class	CUSIP/ISIN
☐	**13.125% Secured Bonds (144A)**	**5**	**950814 AC 7 / US950814AC73**
☐	**13.125% Secured Bonds (AI)**	**5**	**950814 AD 5 / US950814AD56**
☐	**13.125% Secured Bonds (REGS)**	**5**	**U96085 AB 8 / USU96085AB89**
☐	13.75% Sr Unsecured PIK Notes (144A)	8	97801L AA 8 / US97801LAA89

EXHIBIT T

EXHIBIT 3E TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NON-VOTING NOTICE FOR DISPUTED CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF NON-VOTING STATUS FOR DISPUTED CLAIMS UNDER THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only of this Notice of Non-Voting Status is completed, executed, returned, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February 14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

The above-captioned debtors (the "***Debtors***") have proposed a *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[2] as described in the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [Docket. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this notice (the "***Notice***") because you may be the Holder of a Claim in Class 7a or Class 7b that is disputed. You are not entitled to vote your Claim (or any disputed portion of your Claim) unless one or more of the following events has taken place at least three business days prior to the Voting Deadline (each, a "***Resolution Event***"):

1. an order of the Court is entered allowing your Claim (or the disputed portion thereof) for voting purposes only pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
2. an order of the Court is entered temporarily allowing your Claim (or the disputed portion thereof) for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
3. a stipulation or other agreement is executed between you and the Debtors temporarily allowing you to vote your Claim in an agreed amount; or
4. the pending dispute or objection to your Claim is voluntarily withdrawn by each objecting party.

Although you are not entitled to vote on the Plan, attached to this Notice is a form (the "***Election Form***"), through which you may opt out of the Third-Party Release contained in the Plan. If you also hold undisputed Claims in a Voting Class, you may receive a ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Notice. If you received this Notice in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling

[2] Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at http://www.kccllc.net/incora/inquiry.

The Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Notice in error, or if you believe that you should have received a voting ballot (including with respect to any portion of your Claim that you believe to be undisputed), please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

INSTRUCTIONS FOR COMPLETING ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February 14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please read and consider the Plan and the Disclosure Statement carefully. **Please note that the Plan includes releases, exculpations, and injunctions and set forth at Article VIII of the Plan.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on your Election Form. **If you decline to check the opt-out box in Item 1 of your Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 1 of your Election Form. The treatment of your Claim or Interest under the Plan will not be altered if you opt out of the Third-Party Release.

WHEN IS MY ELECTION FORM DUE?

Your Election Form must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February 14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to submit an Election Form, but will be bound by the Plan if it is confirmed, regardless of whether you submit an Election Form.

HOW DO I SUBMIT MY ELECTION FORM?

You may submit your Election Form in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own

risk and should allow sufficient time for timely delivery by the Voting Deadline. Election Forms will **not** be accepted by fax, email, or other means.

To submit your Election Form in paper form, you must complete, sign, and date the Election Form and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, contact the Solicitation Agent through www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Election Form.**

To submit your Election Form electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions.

ID number: _____

Passcode: _____

WHO IS ENTITLED TO CAST AN ELECTION FORM?

Only Holders of disputed Claims or Interests are entitled to submit the attached Election Form. You have received your Election Form because the Solicitation Agent has information that you are a Holder of a Claim or Interest that is currently subject to dispute.

WILL MY ELECTION FORM COUNT?

Your Election Form will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Election Form with respect to the same Claim or Interest, only the last Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Election Forms with respect to the same Claim or Interest. However, if you submit valid and timely Election Forms for the same Claim or Interest both in paper form and electronically, only the submission through the E-Ballot Portal will be counted, even if the paper Election Form is received later. Additionally, the following Election Forms will **not** be counted:

- any Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Election Form that is illegible;
- any Election Form that contains insufficient information to permit the Solicitation Agent to identify the Holder of the Claim or Interest;
- any Election Form submitted by a Holder that is not entitled to submit one pursuant to the Plan;
- any unsigned Election Form; and
- any non-original Election Form (excluding electronic Election Forms submitted through the E-Ballot Portal).

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received this Notice because the Debtors' Solicitation Agent has information suggesting that you hold a disputed Claim against the Debtors. However, this Notice does **not** constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against or Interest in any Debtor.

I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.

If you have any questions about this Notice or the procedures for submitting an Election Form, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

ELECTION FORM

ITEM 1: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. If you opt out of granting the Third-Party Release as a Releasing Party, you will not be a Released Party, even if you would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (n) with respect to each of the Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out

of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Third-Party Release (Article VIII of the Plan):

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the

subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 1, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 2: CERTIFICATIONS

By signing this Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the applicable Election Form;
- as of the Voting Record Date, you are either (a) the Holder of Claims and/or Interests or (b) an authorized signatory for the Holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims and Interests; and
- no other Election Forms with respect to the Holder's Claims and/or Interests have been cast or, if any other Election Forms have been cast with respect to such Claims and/or Interests, then any such Election Forms are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____
(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT U

EXHIBIT 3E TO
DISCLOSURE STATEMENT APPROVAL ORDER

FORM OF NON-VOTING NOTICE FOR DISPUTED CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF NON-VOTING STATUS FOR DISPUTED CLAIMS UNDER THE MODIFIED FIRST AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

Please read and follow the enclosed instructions carefully before completing the form attached to this Notice of Non-Voting Status. You must complete the attached form if you wish to opt out of the Third-Party Release described in this Notice of Non-Voting Status.

Your response will be counted only of this Notice of Non-Voting Status is completed, executed, returned, and *actually received* by the Debtors' Solicitation Agent no later than the Voting Deadline of *5:00 p.m. (CST) on February ~~[•]~~14, 2024*.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

The above-captioned debtors (the "***Debtors***") have proposed a ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***"),[2] as described in the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Dkt~~**Docket**. No. [•]]. The Court's approval of the Disclosure Statement does not indicate its approval of the Plan.

You are receiving this notice (the "***Notice***") because you may be the Holder of a Claim in Class 7a or Class 7b ~~[or Class 7c]~~ that is disputed. You are not entitled to vote your Claim (or any disputed portion of your Claim) unless one or more of the following events has taken place at least three business days prior to the Voting Deadline (each, a "***Resolution Event***"):

1. an order of the Court is entered allowing your Claim (or the disputed portion thereof) for voting purposes only pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
2. an order of the Court is entered temporarily allowing your Claim (or the disputed portion thereof) for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
3. a stipulation or other agreement is executed between you and the Debtors temporarily allowing you to vote your Claim in an agreed amount; or
4. the pending dispute or objection to your Claim is voluntarily withdrawn by each objecting party.

Although you are not entitled to vote on the Plan, attached to this Notice is a form (the "***Election Form***"), through which you may opt out of the Third-Party Release contained in the Plan. If you also hold undisputed Claims in a Voting Class, you may receive a ballot for each Class in which you are entitled to vote. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC
www.kccllc.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Disclosure Statement and the Plan, which are included with this Notice. If you received this Notice in electronic format and desire paper copies of all or some of the materials, you may obtain them at no charge from Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://www.kccllc.net/incora; (b) writing to Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245;

[2] Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

(c) calling the Solicitation Agent at (888) 251-2937 (U.S./Canada toll-free) or +1 (310) 751-2613 (international); or (d) submitting an inquiry at http://www.kccllc.net/incora/inquiry.

The Election Form may not be used for any purpose other than for (a) opting out of the Third-Party Release contained in the Plan and (b) making certain certifications with respect your election. If you believe you have received this Notice in error, or if you believe that you should have received a voting ballot (including with respect to any portion of your Claim that you believe to be undisputed), please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

INSTRUCTIONS FOR COMPLETING ELECTION FORM

If the Solicitation Agent does not *actually receive* your Election Form on or before February ~~[•]~~14, 2024, at 5:00 p.m. (CST), your election will be counted only at the discretion of the Debtors unless the Voting Deadline is extended.

WHAT IS HAPPENING? WHAT AM I BEING ASKED TO DO?

Through the enclosed Election Form, the Debtors are providing an opportunity to opt out of the Third-Party Release that is incorporated into a proposed plan of reorganization for Wesco Aircraft Holdings, Inc., and its affiliated debtors, in connection with their reorganization cases under chapter 11 of the Bankruptcy Code.

The Plan is attached to the Disclosure Statement as **Exhibit A**. Before completing the Election Form, please read and consider the Plan and the Disclosure Statement carefully. **Please note that the Plan includes releases, exculpations, and injunctions and set forth at Article VIII of the Plan.** These provisions affect your rights, **including your rights against persons other than the Debtors**.

WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full on your Election Form. **If you decline to check the opt-out box in Item 1 of your Election Form, then you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties (as defined in the Plan) from, among other things, any and all claims that relate to the Debtors**.

AM I REQUIRED TO ACCEPT THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are not required to accept the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 1 of your Election Form. The treatment of your Claim or Interest under the Plan will not be altered if you opt out of the Third-Party Release.

WHEN IS MY ELECTION FORM DUE?

Your Election Form must be **actually received** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)**, unless it is extended. You are not required to submit an Election Form, but will be bound by the Plan if it is confirmed, regardless of whether you submit an Election Form.

How do I submit my Election Form?

You may submit your Election Form in paper form or electronically through the Solicitation Agent's E-Ballot Portal, as further described below. You may choose either method at your own risk and should allow sufficient time for timely delivery by the Voting Deadline. Election Forms will **not** be accepted by fax, email, or other means.

To submit your Election Form in paper form, you must complete, sign, and date the Election Form and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o KCC, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, contact the Solicitation Agent through www.kccllc.net/incora/inquiry to provide the anticipated date and time of delivery. **Be sure to sign and date your Election Form.**

To submit your Election Form electronically, go to the Solicitation Agent's online portal, at https://www.kccllc.net/incora (the "***E-Ballot Portal***"). Then click on the website's "Submit E-Ballot" link and follow the instructions.

ID number: _____

Passcode: _____

Who is entitled to cast an Election Form?

Only Holders of disputed Claims or Interests are entitled to submit the attached Election Form. You have received your Election Form because the Solicitation Agent has information that you are a Holder of a Claim or Interest that is currently subject to dispute.

Will my Election Form count?

Your Election Form will be counted only if it is actually received by the Solicitation Agent at or before the Voting Deadline. If you submit multiple Election Form with respect to the same Claim or Interest, only the last Election Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Election Forms with respect to the same Claim or Interest. However, if you submit valid and timely Election Forms for the same Claim or Interest both in paper form and electronically, only the submission through the E-Ballot Portal will be counted, even if the paper Election Form is received later. Additionally, the following Election Forms will **not** be counted:

- any Election Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Election Form that is illegible;
- any Election Form that contains insufficient information to permit the Solicitation Agent to identify the Holder of the Claim or Interest;

- any Election Form submitted by a Holder that is not entitled to submit one pursuant to the Plan;
- any unsigned Election Form; and
- any non-original Election Form (excluding electronic Election Forms submitted through the E-Ballot Portal).

WHAT ARE MY CLAIMS AGAINST THE DEBTORS?

You have received this Notice because the Debtors' Solicitation Agent has information suggesting that you hold a disputed Claim against the Debtors. However, this Notice does **not** constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against or Interest in any Debtor.

I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.

If you have any questions about this Notice or the procedures for submitting an Election Form, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

ELECTION FORM

ITEM 1: OPT-OUT OF THIRD-PARTY ~~RELEASES~~RELEASE

The Plan contains the Third-Party Release ~~provisions~~ set forth below. You may opt out of the Third-Party Release by checking the box that follows the **text of the** Third-Party Release ~~provisions~~. If you opt out of granting the Third-Party Release as a Releasing Party, ~~then~~ you will not be a Released Party, even if **you** would otherwise be entitled to be a Released Party.

The Third-Party Release provisions of the Plan are as follows:

> *Definition of "Released Parties":*
>
> Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.
>
> *Definition of "Releasing Parties":*
>
> Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) ~~[reserved]; (e~~**each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f)** the DIP Purchasers; (~~f~~**g**) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (~~g~~**h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i)** the ABL Agent **and the ABL Lenders**; (~~h~~**j**) the New Revolver Facility Agent and the New Revolver Facility Lenders; (~~i~~**k**) the New Notes Indenture Trustees; (~~j~~***l***) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (~~k~~**m**) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (~~*l*~~**n**) with respect to each of the Entities in the foregoing clauses (a) through (~~k~~**m**), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities~~.~~**; *provided*, *further*, that no**

Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

*Third-Party ~~Releases~~**Release** (Article VIII of the Plan):*

As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party,

whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the ~~2022~~ Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any ~~Related~~Released Party ~~of the Reorganized Debtors~~ to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, ~~or~~ (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement),

or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

If you decline to check the opt-out box in this Item 1, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties ~~sfrom~~from, among other things, any and all claims that relate to the Debtors.

Check the following box **only** if you wish to opt out of the Third-Party Release provisions of the Plan:

☐ **Opt out** of the Third-Party Release

ITEM 2: CERTIFICATIONS

By signing this Election Form, you certify to the Court and the Debtors that:

- you (or, in the case of an authorized signatory, your principal) have received a copy of the Disclosure Statement (including the Plan and other exhibits) and the applicable Election Form;
- as of the Voting Record Date, you are either (a) the Holder of Claims and/or Interests or (b) an authorized signatory for the Holder;
- you (or, in the case of an authorized signatory, your principal) have made the same election with respect to all of your (or your principal's) Claims and Interests; and
- no other Election Forms with respect to the Holder's Claims and/or Interests have been cast or, if any other Election Forms have been cast with respect to such Claims and/or Interests, then any such Election Forms are hereby revoked.

Name of Holder: _____
(print or type)

Signature: _____

Signatory Name: _____

(print or type)

Signatory Title: _____

Address: _____

_____

Telephone: _____

Email: _____

Date Completed: _____

EXHIBIT V

EXHIBIT 4 TO
DISCLOSURE STATEMENT APPROVAL ORDER

COVER LETTER

Incora (Wesco Aircraft Holdings, Inc.)
2601 Meacham Blvd., Ste. 400,
Fort Worth, Texas 76137

[●], 2024

Re: *In re Wesco Aircraft Holdings, Inc. et al.*, Case No. 23-90611 (MI) (Bankr. S.D. Tex.)

To all holders of Claims that are entitled to vote on the Plan:

On June 1, 2023, Wesco Aircraft Holdings, Inc. and certain of its affiliates (collectively, the "***Debtors***")[1] each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***").

You have received this letter and the enclosed materials (the "***Solicitation Package***") because the Debtors' records indicate that you are entitled to vote on the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***").[2] On [•], 2024, the Court entered an order (the "***Disclosure Statement Order***") that, among other things, (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code and (b) authorized the Debtors to solicit acceptances of the Plan.

You should review those materials carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

In addition to this letter, you should have received:

a. the Disclosure Statement approved by the Court (and its exhibits, including the Plan);

b. a Ballot, together with detailed voting instructions and a return envelope;

c. a copy of the Solicitation and Voting Procedures;

d. the Disclosure Statement Order (excluding the exhibits thereto except the Solicitation and Voting Procedures);

e. the Confirmation Hearing Notice; and

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors, with each Debtor's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, Disclosure Statement, or the Disclosure Statement Order, as applicable.

f. such other materials as the Court may have directed.

The Debtors believe that the acceptance of the Plan is in the best interests of their estates, holders of Claims, and all other parties in interest. Moreover, the Debtors believe that any alternative to the Confirmation of the Plan could result in extensive delays, increased administrative expenses, and a greater number of unsecured creditors, which, in turn, likely would result in smaller distributions (or no distributions) on account of allowed Claims.

The Debtors urge you to timely submit your properly executed Ballot casting a vote to accept the Plan in accordance with the instructions in your Ballot. The Voting Deadline is February 14, 2024, at 5:00 p.m. (CST).

If you have any questions about your Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

Sincerely,

Wesco Aircraft Holdings, Inc. on its own behalf and for each of the other Debtors

EXHIBIT W

EXHIBIT 4 TO
DISCLOSURE STATEMENT APPROVAL ORDER

COVER LETTER

Incora (Wesco Aircraft Holdings, Inc.)
2601 Meacham Blvd., Ste. 400,
Fort Worth, Texas 76137

[●], 2024

Re: *In re Wesco Aircraft Holdings, Inc. et al.*, Case No. 23-90611 (MI) (Bankr. S.D. Tex.)

To all holders of Claims that are entitled to vote on the Plan:

On June 1, 2023, Wesco Aircraft Holdings, Inc. and certain of its affiliates (collectively, the "***Debtors***")[1] each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***").

You have received this letter and the enclosed materials (the "***Solicitation Package***") because the Debtors' records indicate that you are entitled to vote on the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Plan***").[2] On [•], 2024, the Court entered an order (the "***Disclosure Statement Order***") that, among other things, (a) approved the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code and (b) authorized the Debtors to solicit acceptances of the Plan.

You should review those materials carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

In addition to this letter, you should have received:

a. the Disclosure Statement approved by the Court (and its exhibits, including the Plan);

b. a Ballot, together with detailed voting instructions and a return envelope;

c. a copy of the Solicitation and Voting Procedures;

d. the Disclosure Statement Order (excluding the exhibits thereto except the Solicitation and Voting Procedures);

e. the Confirmation Hearing Notice; and

f. such other materials as the Court may have directed.

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors, with each Debtor's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Debtors believe that the acceptance of the Plan is in the best interests of their estates, holders of Claims, and all other parties in interest. Moreover, the Debtors believe that any alternative to the Confirmation of the Plan could result in extensive delays, increased administrative expenses, and a greater number of unsecured creditors, which, in turn, likely would result in smaller distributions (or no distributions) on account of allowed Claims.

The Debtors urge you to timely submit your properly executed Ballot casting a vote to accept the Plan in accordance with the instructions in your Ballot. The Voting Deadline is February ~~[•]~~14, 2024, at 5:00 p.m. (CST).

If you have any questions about your Ballot or the procedures for voting, please call the Solicitation Agent's hotline at (888) 251-2937 (toll-free in the U.S. and Canada) or +1 (310) 751-2613 (international), or visit the Debtors' restructuring website at: https://www.kccllc.net/incora.

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own legal counsel.

Sincerely,

Wesco Aircraft Holdings, Inc. on its own behalf and for each of the other Debtors

EXHIBIT X

EXHIBIT 5 TO
DISCLOSURE STATEMENT APPROVAL ORDER

CONFIRMATION HEARING NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED DEADLINES

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)** before the Honorable Marvin Isgur, in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk, Houston, TX 77002. The Confirmation

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

Hearing may be continued from time to time without further notice other than by an announcement in open Court or a notice filed on the Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT the Plan may be modified, if necessary, pursuant to section 1127 of the Bankruptcy Code, before, during or as a result of the Confirmation Hearing, without further notice to interested parties.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including with regard to the treatment of Executory Contracts and Unexpired Leases thereunder) is **February 14, 2024, at 5:00 p.m. (CST)** (the "***Confirmation Objection Deadline***"). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the **Confirmation Objection Deadline**:

a) counsel to the Debtors, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Dennis F. Dunne, Esq., Samuel A. Khalil, Esq., and Benjamin Schak, Esq. (DDunne@Milbank.com, SKhalil@Milbank.com, and BSchak@Milbank.com) and Haynes and Boone LLP, 1221 McKinney Street, Suite 400, Houston, Texas 77010, Attn: Charles A. Beckham, Jr., Esq., Patrick L. Hughes, Esq., Kelli S. Norfleet, Esq., Martha Wyrick, Esq., and Re'Necia Sherald, Esq. (Charles.Beckham@HaynesBoone.com, Patrick.Hughes@HaynesBoone.com, Kelli.Norfleet@HaynesBoone.com, Martha.Wyrick@HaynesBoone.com, and ReNecia.Sherald@HaynesBoone.com);

b) counsel to First Lien Noteholder Group, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Damian S. Schaible, Esq., Angela M. Libby, Esq., and Stephanie Massman, Esq. (Damian.Schaible@DavisPolk.com, Angela.Libby@DavisPolk.com, and Stephanie.Massman@DavisPolk.com) and Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, TX 77002, Attn: John Higgins, Esq., M. Shane Johnson, Esq., Megan Young-John, Esq., and Bryan L. Rochelle, Esq. (JHiggins@PorterHedges.com, SJohnson@PorterHedges.com, MYoung-John@PorterHedges.com, and BRochelle@PorterHedges.com);

c) the Office of the U.S. Trustee for the Southern District of Texas, Office of the United States Trustee 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jayson Ruff, Esq. (Jayson.B.Ruff@usdoj.gov);

d) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi, Esq., Theresa A. Foudy, Esq., and Benjamin Butterfield Esq. (LMarinuzzi@MoFo.com, TFoudy@MoFo.com, and BButterfield@MoFo.com) and McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Charles R. Gibbs, Esq., Kristin K. Going, Esq., and Jack G. Haake, Esq. (CRGibbs@MWE.com, KGoing@MWE.com, and JHaake@MWE.com); and

e) all other parties entitled to notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE THAT holders of Claims entitled to vote on the Plan will receive (i) copies of the Disclosure Statement Order and the Disclosure Statement (including the Plan and certain exhibits thereto), (ii) this notice, and (iii) a Ballot, together with a pre-addressed postage pre-paid envelope to be used by them in voting to accept or to reject the Plan and opting out of the Third-Party Releases contained in the Plan. Failure to follow the instructions set forth on a Ballot may disqualify that Ballot and any vote or election attempted to be cast through the Ballot.

PLEASE TAKE FURTHER NOTICE THAT certain other holders or purported holders of Claims or Interests, which are not entitled to vote on the Plan, will receive (i) copies of the Disclosure Statement Order and the Disclosure Statement (including the Plan and certain exhibits thereto), (ii) this notice, and (iii) a Notice of Non-Voting Status, together with pre-addressed postage pre-paid envelope to be used by them in opting out of the Third-Party Releases contained in the Plan. Failure to follow the instructions set forth on a Notice of Non-Voting Status may disqualify any election attempted to be cast through the form attached to the Notice of Non-Voting Status.

PLEASE TAKE FURTHER NOTICE THAT the date for determining which holders of Claims are entitled to vote on the Plan is January 9, 2024 (the "***Voting Record Date***").

PLEASE TAKE FURTHER NOTICE THAT the deadline for voting on the Plan or opting out of the Third-Party Releases is on **February 14, 2024, at 5:00 p.m. (CST)** (the "***Voting Deadline***"). To vote on the Plan or opt out of the Third-Party Releases, you must: (a) follow the instructions on your Ballot or Notice of Non-Voting Status carefully; (b) complete all of the required information on the Ballot or Notice of Non-Voting Status; and (c) execute and return your completed Ballot or Notice of Non-Voting Status according to and as set forth in detail in the voting instructions so that it is actually received by the Debtors' solicitation agent, Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") on or before the Voting Deadline. If you believe you are entitled to vote on the Plan, but have not received a Ballot, please contact the Solicitation Agent immediately.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from the Solicitation Agent at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains certain releases, exculpations and injunctions. These provisions affect your rights, including your rights against persons other than the Debtors. The Third-Party Release provisions are quoted below in full. If you are a holder of a Claim against or Interest in the Debtors, you may opt out from the Third-Party Release provisions by timely returning a Ballot or a form attached to a Notice of Non-Voting Status. If you wish to opt out of the Third-Party Release provisions and have not

received a Ballot or a Notice of Non-Voting Status, please contact the Solicitation Agent ***immediately*** through the website or phone number in the previous paragraph.

Article VIII of the Plan provides for the following release by Holders of Claims or Interests ("*Third-Party Release*"):

> **As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment**

of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any Released Party to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party, (c) any Cause of Action against any Excluded Party, (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Definition of "Released Parties":

Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.

Definition of "Releasing Parties":

Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f) the DIP Purchasers; (g) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i) the ABL Agent and the ABL Lenders; (j) the New Revolver Facility Agent and the New Revolver Facility Lenders; (k) the New Notes Indenture Trustees; (*l*) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (m) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (n) with respect to each of the Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the Third-Party Release in all capacities; *provided*, *further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Article VIII of the Plan provides for an injunction (the "*Injunction*"):

Upon entry of the Confirmation Order, all Persons and Entities shall be ENJOINED from taking any actions to interfere with the implementation or consummation of this Plan, or the vesting

of the Estates' assets in, and the enjoyment of such assets by, the Reorganized Debtors pursuant to this Plan.

Except as otherwise expressly provided in this Plan or in the Confirmation Order, all Persons and Entities are permanently ENJOINED, from and after the Effective Date, from commencing or continuing any action, the employment of process, or any other act, to pursue, collect, recover or offset any Claim, Interest, debt, obligation or Cause of Action that has been extinguished, discharged, released or made subject to exculpation under this Plan (the "*Covered Matters*"), whether against the Debtors, the Reorganized Debtors, (solely with respect to the Releasing Parties) the Released Parties, or the Exculpated Parties (the "*Covered Entities*"). The acts enjoined by the foregoing injunction include any act to:

1. **enforce, attach, collect, or recover by any manner or means any judgment, award, decree, or order against a Covered Entity or any of the property or interests in property of a Covered Entity on account of or in connection with or with respect to any Covered Matter;**
2. **create, renew, perfect, or enforce any lien or encumbrance of any kind against a Covered Entity or any of the property or interests in property of a Covered Entity on account of or in connection with or with respect to any Covered Matter; or**
3. **assert any right of setoff, subrogation, or recoupment of any kind against any obligation due from a Covered Entity or from any of the property or interests in property of a Covered Entity on account of or in connection with or with respect to any Covered Matter, unless the Person or Entity holding such setoff, subrogation or recoupment right has asserted such a right and has expressly stated its intent to preserve its right in a document filed with the Bankruptcy Court and served on the Debtors and the applicable Covered Entity no later than the earlier of (x) 28 days after entry of the Confirmation Order and (y) the Effective Date.**

Without limiting the generality of the foregoing, no Entity shall treat, or cause any other Entity to treat, any stock (within the meaning of Section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended) of any Debtor held by any 50-Percent Shareholder as "becoming worthless" (within the meaning of Section 382(g)(4)(D) of the Internal Revenue Code of 1986, as

amended), with respect to any taxable year ending prior to the Effective Date.

With respect to any Covered Entity, no Entity or Person may commence or continue any action, employ any process, or take any other act to pursue, collect, recover or offset any Claim, Interest, debt, obligation, or Cause of Action relating or reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Released Matter, Covered Matter, or Covered Exculpation Matter (including one that alleges the actual fraud, gross negligence, or willful misconduct of a Covered Entity), unless expressly authorized by the Bankruptcy Court after (1) it determines that, after notice and a hearing, such Claim, Interest, debt, obligation, or Cause of Action is colorable and (2) it specifically authorizes such Entity or Person to bring such Claim or Cause of Action. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether any such Claim, Interest, debt, obligation, or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI, shall have jurisdiction to adjudicate such underlying colorable Claim, Interest, debt, obligation, or Cause of Action. Notwithstanding the foregoing, this paragraph shall not apply to the Langur Maize Retained Causes of Action.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any Entity from bringing an action to enforce the terms of this Plan, the Confirmation Order, the Restructuring Support Agreement, any other Definitive Document, or other document, instrument, or agreement executed to implement this Plan, the Confirmation Order, the Restructuring Support Agreement or any other Definitive Document. The injunctions set forth in this Article VIII.G shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties and all of their respective property and interests in property.

[Remainder of page intentionally blank]

Dated: [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)
Re'Necia Sherald (TX Bar No. 24121543)
HAYNES AND BOONE, LLP
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ReNecia.Sherald@HaynesBoone.com

- and -

Dennis F. Dunne (admitted *pro hac vice*)
Samuel A. Khalil (admitted *pro hac vice*)
Benjamin M. Schak (admitted *pro hac vice*)
MILBANK LLP
55 Hudson Yards
New York, NY 10001
Telephone: 1 (212) 530-5000
Email: DDunne@Milbank.com
SKhalil@Milbank.com
BSchak@Milbank.com

Counsel to the Debtors and
Debtors in Possession

If you have any questions related to this notice, please call (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (International), or visit www.kccllc.net/incora.

CERTIFICATE OF SERVICE

I certify that, on [●], 2024, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

/s/ /draft/
Charles A. Beckham, Jr.

EXHIBIT Y

EXHIBIT 5 TO
DISCLOSURE STATEMENT APPROVAL ORDER

CONFIRMATION HEARING NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.,** *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED DEADLINES

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [~~Dkt~~Docket. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~Docket. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~Docket. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)** before the Honorable Marvin Isgur, in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk, Houston, TX 77002. The

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open Court or a notice filed on the Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT the Plan may be modified, if necessary, pursuant to section 1127 of the Bankruptcy Code, before, during or as a result of the Confirmation Hearing, without further notice to interested parties.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including with regard to the treatment of Executory Contracts and Unexpired Leases thereunder) is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)** (the "***Confirmation Objection Deadline***"). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the **Confirmation Objection Deadline**:

a) counsel to the Debtors, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Dennis F. Dunne, Esq., Samuel A. Khalil, Esq., and Benjamin Schak, Esq. (DDunne@Milbank.com, SKhalil@Milbank.com, and BSchak@Milbank.com) and Haynes and Boone LLP, 1221 McKinney Street, Suite 400, Houston, Texas 77010, Attn: Charles A. Beckham, Jr., Esq., Patrick L. Hughes, Esq., Kelli S. Norfleet, Esq., Martha Wyrick, Esq., and Re'Necia Sherald, Esq. (Charles.Beckham@HaynesBoone.com, Patrick.Hughes@HaynesBoone.com, Kelli.Norfleet@HaynesBoone.com, Martha.Wyrick@HaynesBoone.com, and ReNecia.Sherald@HaynesBoone.com);

b) counsel to First Lien Noteholder Group, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Damian S. Schaible, Esq., Angela M. Libby, Esq., and Stephanie Massman, Esq. (Damian.Schaible@DavisPolk.com, Angela.Libby@DavisPolk.com, and Stephanie.Massman@DavisPolk.com) and Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, TX 77002, Attn: John Higgins, Esq., M. Shane Johnson, Esq., Megan Young-John, Esq., and Bryan L. Rochelle, Esq. (JHiggins@PorterHedges.com, SJohnson@PorterHedges.com, MYoung-John@PorterHedges.com, and BRochelle@PorterHedges.com);

c) the Office of the U.S. Trustee for the Southern District of Texas, Office of the United States Trustee 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jayson Ruff, Esq. (Jayson.B.Ruff@usdoj.gov);

d) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi, Esq., Theresa A. Foudy, Esq., and Benjamin Butterfield Esq. (LMarinuzzi@MoFo.com, TFoudy@MoFo.com, and BButterfield@MoFo.com) and McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Charles R. Gibbs, Esq.,

Kristin K. Going, Esq., and Jack G. Haake, Esq. (CRGibbs@MWE.com, KGoing@MWE.com, and JHaake@MWE.com); and

e) all other parties entitled to notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE THAT holders of Claims entitled to vote on the Plan will receive (i) copies of the Disclosure Statement Order and the Disclosure Statement (including the Plan and certain exhibits thereto), (ii) this notice, and (iii) a Ballot, together with a pre-addressed postage pre-paid envelope to be used by them in voting to accept or to reject the Plan and opting out of the Third-Party Releases contained in the Plan. Failure to follow the instructions set forth on a Ballot may disqualify that Ballot and any vote or election attempted to be cast through the Ballot.

PLEASE TAKE FURTHER NOTICE THAT certain other holders or purported holders of Claims or Interests, which are not entitled to vote on the Plan, will receive (i) copies of the Disclosure Statement Order and the Disclosure Statement (including the Plan and certain exhibits thereto), (ii) this notice, and (iii) a Notice of Non-Voting Status, together with pre-addressed postage pre-paid envelope to be used by them in opting out of the Third-Party Releases contained in the Plan. Failure to follow the instructions set forth on a Notice of Non-Voting Status may disqualify any election attempted to be cast through the form attached to the Notice of Non-Voting Status.

PLEASE TAKE FURTHER NOTICE THAT the date for determining which holders of Claims are entitled to vote on the Plan is January ~~2~~9, 2024 (the "***Voting Record Date***").

PLEASE TAKE FURTHER NOTICE THAT the deadline for voting on the Plan or opting out of the Third-Party Releases is on **February ~~1~~14, 2024, at 5:00 p.m. (CST)** (the "***Voting Deadline***"). To vote on the Plan or opt out of the Third-Party Releases, you must: (a) follow the instructions on your Ballot or Notice of Non-Voting Status carefully; (b) complete all of the required information on the Ballot or Notice of Non-Voting Status; and (c) execute and return your completed Ballot or Notice of Non-Voting Status according to and as set forth in detail in the voting instructions so that it is actually received by the Debtors' solicitation agent, Kurtzman Carson Consultants LLC (the "***Solicitation Agent***") on or before the Voting Deadline. If you believe you are entitled to vote on the Plan, but have not received a Ballot, please contact the Solicitation Agent immediately.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from the Solicitation Agent at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains certain releases, exculpations and injunctions. These provisions affect your rights,

including your rights against persons other than the Debtors. The Third-Party Release provisions are quoted below in full. If you are a holder of a Claim against or Interest in the Debtors, you may opt out from the Third-Party Release provisions by timely returning a Ballot or a form attached to a Notice of Non-Voting Status. If you wish to opt out of the Third-Party Release provisions and have not received a Ballot or a Notice of Non-Voting Status, please contact the Solicitation Agent ***immediately*** through the website or phone number in the previous paragraph.

Article VIII of the Plan provides for the following release by Holders of Claims or Interests ("*Third-Party Release*"):

> **As of the Effective Date, each of the Releasing Parties (other than the Debtors) shall be deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Global Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New Exit Notes, the New Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the use of cash collateral authorized under the DIP Orders and the adequate protection granted in connection therewith, the New Exit Notes, the New**

Takeback Notes, the New Revolver Facility, the New Common Equity, the Disclosure Statement, or the Plan, including the Plan Supplement; (iii) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (iv) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected through the Restructuring (including pursuant to the Plan) or classified in the Plan; (vi) the filing or administration of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (vii) the 2022 Financing Transactions, the ~~2022~~ Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (viii) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including the 1L Indenture, 1.25L Indenture, 2024 Unsecured Indenture, 2026 Unsecured Notes Indenture, 2027 Unsecured Notes Indenture, the PIK Notes Indenture, or the ABL Credit Agreement and including any amendments to the foregoing and all matters relating thereto (collectively, the "*Covered Released Matters*").

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (a) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action (*provided* that, except as set forth in Article V.D.2, no such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, or similar claims may be asserted against the Debtors, or the Reorganized Debtors or any ~~Related~~Released Party ~~of the Reorganized Debtors~~ to the extent such claims have been released or discharged pursuant to the Plan), (b) any Cause of Action (other than any Cause of Action against the Debtors, the Reorganized Debtors, or any Related Party of the Reorganized Debtors) unknown to such Releasing Party as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than such Releasing Party,

(c) any Cause of Action against any Excluded Party, ~~or~~ (d) any post-Effective Date obligations of any Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument or agreement executed to implement the Plan, or (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim.

For the avoidance of doubt, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.

Definition of "Released Parties":

Means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.

Definition of "Releasing Parties":

Means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor affiliate; (d) ~~[reserved]; (e~~**each of the Consenting 1L Noteholders, the Consenting 1.25L Noteholders and the Consenting Equity Holders; (e) the Committee and its members; (f)** the DIP Purchasers; (~~f~~**g**) Wilmington Savings Fund Society, FSB, in its capacity as current and/or former indenture trustee, notes agent and collateral agent, as applicable, under the DIP Notes Purchase Agreement, the 1L Indenture, the 1.25L Indenture, the Unsecured Notes Indentures and the PIK Notes Indenture; (~~g~~**h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures; (i)** the ABL Agent **and the ABL Lenders**; (~~h~~**j**) the New Revolver Facility Agent and the New Revolver Facility Lenders; (~~i~~**k**) the New Notes Indenture Trustees; (~~j~~***l***) each holder of Claims or Interests that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan and does not elect to opt out of the Third-Party Release; (~~k~~**m**) each holder of Claims or Interests that is deemed to reject or presumed to accept the Plan but does not elect to opt out of the Third-Party Release; (~~*l*~~**n**) with respect to each of the Entities in the foregoing clauses (a) through (~~k~~**m**), each such Entity's current and former Related Parties; *provided* that no holder that votes to accept the Plan shall be entitled to opt out of the Third-Party Release; *provided*, *further*, that, if any holder of a Claim or Interest does not elect to opt out of the Third-Party Release in any of its capacities, such holder and each of its Related Parties that is also a holder of a Claim or Interest shall be deemed to have not opted out of the

Third-Party Release in all capacities~~.~~**; *provided, further*, that no Excluded Party shall be a Releasing Party. Notwithstanding any of the foregoing, Langur Maize shall be deemed to have opted out of the Third-Party Release and shall not be Releasing Parties or Released Parties.**

Article VIII of the Plan provides for an injunction (the "*Injunction*"):

Upon entry of the Confirmation Order, all Persons and Entities shall be ENJOINED from taking any actions to interfere with the implementation or consummation of this Plan, or the vesting of the Estates' assets in, and the enjoyment of such assets by, the Reorganized Debtors pursuant to this Plan.

Except as otherwise expressly provided in this Plan or in ~~the Confirmation Order, upon entry of~~ the Confirmation Order, all Persons and Entities are permanently ENJOINED, from and after the Effective Date, from commencing or continuing any action, the employment of process, or any other act, to pursue, collect, recover or offset any Claim, Interest, debt, obligation or Cause of Action ~~(including, for the avoidance of doubt, the 2022 Financing Litigation)~~ that has been extinguished, discharged, released or made subject to exculpation under this Plan (the "*Covered Matters*"), whether against the Debtors, the Reorganized Debtors, (solely with respect to the Releasing Parties) the Released Parties, or the Exculpated Parties (the "*Covered Entities*"). The acts enjoined by the foregoing injunction include any act to:

1. **enforce, attach, collect, or recover by any manner or means any judgment, award, decree, or order against a Covered Entity or any of the property or interests in property of a Covered Entity on account of or in connection with or with respect to any Covered Matter;**
2. **create, renew, perfect, or enforce any lien or encumbrance of any kind against a Covered Entity or any of the property or interests in property of a Covered Entity on account of or in connection with or with respect to any Covered Matter; or**
3. **assert any right of setoff, subrogation, or recoupment of any kind against any obligation due from a Covered Entity or from any of the property or interests in property of a Covered Entity on account of or in connection with or with respect to any Covered Matter, unless the Person or Entity holding**

such setoff, subrogation or recoupment right has asserted such a right and has expressly stated its intent to preserve its right in a document filed with the Bankruptcy Court and served on the Debtors and the applicable Covered Entity no later than the earlier of (x) 28 days after entry of the Confirmation Order and (y) the Effective Date.

Without limiting the generality of the foregoing, no Entity shall treat, or cause any other Entity to treat, any stock (within the meaning of Section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended) of any Debtor held by any 50-Percent Shareholder as "becoming worthless" (within the meaning of Section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended), with respect to any taxable year ending prior to the Effective Date.

With respect to any Covered Entity, no Entity or Person may commence or continue any action, employ any process, or take any other act to pursue, collect, recover or offset any Claim, Interest, debt, obligation, or Cause of Action relating or reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Released Matter, Covered Matter, or Covered Exculpation Matter (including one that alleges the actual fraud, gross negligence, or willful misconduct of a Covered Entity), unless expressly authorized by the Bankruptcy Court after (1) it determines that, after notice and a hearing, such Claim, Interest, debt, obligation, or Cause of Action is colorable and (2) it specifically authorizes such Entity or Person to bring such Claim or Cause of Action. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether any such Claim, Interest, debt, obligation, or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI, shall have jurisdiction to adjudicate such underlying colorable Claim, Interest, debt, obligation, or Cause of Action. Notwithstanding the foregoing, this paragraph shall not apply to the Langur Maize Retained Causes of Action.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any Entity from bringing an action to enforce the terms of this Plan, the Confirmation Order, the Restructuring Support Agreement, any other Definitive Document, or other document, instrument, or agreement executed to implement this Plan, the Confirmation Order, the Restructuring Support Agreement or any other Definitive Document. The injunctions set forth in this Article VIII.G shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties and all of their respective property and interests in property.

[Remainder of page intentionally blank]

Dated: [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)
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- and -

Dennis F. Dunne (admitted *pro hac vice*)
Samuel A. Khalil (admitted *pro hac vice*)
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SKhalil@Milbank.com
BSchak@Milbank.com

Counsel to the Debtors and
Debtors in Possession

If you have any questions related to this notice, please call (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (International), or visit www.kccllc.net/incora.

EXHIBIT Z

EXHIBIT 6 TO
DISCLOSURE STATEMENT APPROVAL ORDER

PLAN SUPPLEMENT NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors filed certain documents (or forms of documents), schedules, and exhibits [Docket. No. [•]] (the "***Plan Supplement***") with the Court on [•]. The Plan Supplement may include: (a) the New Organizational Documents; (b) the Description of Restructuring Transactions; (c) the New Exit Notes Indenture; (d) the New Takeback Notes Indenture; (e) the New Revolver Facility Credit Agreement; (f) a list of the members of the New Boards (to the extent known); (g) the Schedule of Rejected Executory Contracts and Unexpired

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

Leases; (h) the Schedule of Assumed Executory Contracts and Unexpired Leases; (i) the Schedule of Retained Causes of Action; (j) the schedule of Excluded Parties; and (k) certain other documents as are necessary or advisable to implement the Restructuring. For the avoidance of doubt, the Debtors (with the consent of the Required Consenting 1L Noteholders and, with respect to the Committee's Specified Creditor Consent Rights, the Committee, not to be unreasonably withheld) shall have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement.

PLEASE TAKE FURTHER NOTICE THAT the Debtors reserve the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code, and the Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)**, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or a notice filed on the Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including with regard to the treatment of Executory Contracts and Unexpired Leases thereunder) is **February 14, 2024, at 5:00 p.m. (CST)** (the "***Confirmation Objection Deadline***"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the required notice parties so as to be actually received on or before the Confirmation Objection Deadline. See the Disclosure Statement Order for further procedures with respect to any such objections.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from KCC LLC (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

[Remainder of page intentionally blank]

Dated: [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)
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- and -

Dennis F. Dunne (admitted *pro hac vice*)
Samuel A. Khalil (admitted *pro hac vice*)
Benjamin M. Schak (admitted *pro hac vice*)
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SKhalil@Milbank.com
BSchak@Milbank.com

Counsel to the Debtors and
Debtors in Possession

If you have any questions related to this notice, please call (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (International), or visit www.kccllc.net/incora.

CERTIFICATE OF SERVICE

I certify that, on [●], 2024, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

/s/ /draft/
Charles A. Beckham, Jr.

EXHIBIT AA

EXHIBIT 6 TO
DISCLOSURE STATEMENT APPROVAL ORDER

PLAN SUPPLEMENT NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [~~Dkt~~Docket. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~Docket. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~Docket. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors filed certain documents (or forms of documents), schedules, and exhibits [~~Dkt~~Docket. No. [•]] (the "***Plan Supplement***") with the Court on [•]. The Plan Supplement ~~is comprised of the following~~may include: (a) the New Organizational Documents; (b) the Description of Restructuring Transactions; (c) the New Exit Notes Indenture; (d) the New Takeback Notes Indenture~~;~~ (e) the New Revolver Facility Credit Agreement; (f) a list of the members of the New Boards (to the extent known); (g) the Schedule of Rejected

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

Executory Contracts and Unexpired Leases; (h) the Schedule of Assumed Executory Contracts and Unexpired Leases; (i) the Schedule of Retained Causes of Action; ~~and~~ (j) **the schedule of Excluded Parties; and (k)** certain other documents as are necessary or advisable to implement the Restructuring. For the avoidance of doubt, the Debtors **(with the consent of the Required Consenting 1L Noteholders and, with respect to the Committee's Specified Creditor Consent Rights, the Committee, not to be unreasonably withheld)** shall have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code, ~~and~~ the Bankruptcy Rules**, and the Restructuring Support Agreement**.

PLEASE TAKE FURTHER NOTICE THAT the Debtors reserve the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code, and the Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)**, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or a notice filed on the Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including with regard to the treatment of Executory Contracts and Unexpired Leases thereunder) is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)** (the "***Confirmation Objection Deadline***"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the required notice parties so as to be actually received on or before the Confirmation Objection Deadline. See the Disclosure Statement Order for further procedures with respect to any such objections.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from KCC LLC (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

[Remainder of page intentionally blank]

Dated: [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)
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- and -

Dennis F. Dunne (admitted *pro hac vice*)
Samuel A. Khalil (admitted *pro hac vice*)
Benjamin M. Schak (admitted *pro hac vice*)
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SKhalil@Milbank.com
BSchak@Milbank.com

Counsel to the Debtors and Debtors in Possession

If you have any questions related to this notice, please call (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (International), or visit www.kccllc.net/incora.

EXHIBIT BB

EXHIBIT 7 TO
DISCLOSURE STATEMENT APPROVAL ORDER

NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF (A) EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES TO BE ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN AND (B) CURE AMOUNTS, IF ANY

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings,*

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

Inc. et al. [Docket. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Schedule of Executory Contracts and/or Unexpired Leases to be Assumed* [Docket. No. [•]] (the "***Schedule of Assumed Executory Contracts and Unexpired Leases***") and the *Schedule of Executory Contracts and/or Unexpired Leases to be Rejected* [Docket. No. [•]] (the "***Schedule of Rejected Executory Contracts and Unexpired Leases***") with the Court as part of the Plan Supplement on [•], as contemplated under the Plan. The Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases were made as of [•], and are subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)**, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or notice filed on the Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because the Debtors' records reflect that you may be a party to an Executory Contract or Unexpired Lease that may be assumed pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice, the Assumption Schedule, the Rejection Schedule, and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors may assume the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, attached hereto, to which you are a party and any other Executory Contract and/or Unexpired Lease to which you are a party that is not identified on the Rejection Schedule or otherwise treated under the Plan.[3]

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, constitutes an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors or the Reorganized Debtors, as applicable, expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, at any time until the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease. The Debtors may assume or assume and assign an Executory Contract and/or Unexpired Lease prior to the resolution of an Assumption Dispute relating to the Executory Contract and/or Unexpired Lease. During the Assumption Dispute, the counterparty shall continue to perform under the applicable Executory Contract and/or Unexpired Lease. If the Assumption Dispute is resolved or determined unfavorably to the Debtors or Reorganized Debtors, the Debtors or Reorganized Debtor may either affirm the assumption or reject the applicable Executory Contract and/or Unexpired Lease after such determination, in which case the counterparty may file a Proof of Claim within 30 days after notice of rejection.

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, which amounts are listed therein. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount owing for such contract or lease, and the proposed Cure Claim for each Executory Contract and/or Lease is therefore $0.00.

PLEASE TAKE FURTHER NOTICE THAT any Allowed Cure Claims in respect of assumed Executory Contracts and/or Unexpired Leases shall be satisfied for the purposes of section 365(b)(1) of the Bankruptcy Code, by payment in Cash, on the Effective Date or as soon as reasonably practicable thereafter, of the cure amount set forth on the Schedule of Assumed Contracts for the applicable Executory Contract or Unexpired Lease, or on such other terms as the parties to such Executory Contracts or Unexpired Leases and the Debtors or Reorganized Debtors, as applicable, may otherwise agree. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon the payment of the Cure Claim. The Debtors and the Reorganized Debtors may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. The Debtors may adjourn consideration of a cure dispute beyond the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE THAT any objections to Plan in connection with the assumption of any Executory Contract(s) and Unexpired Lease(s) proposed in connection with the Plan, including to any Cure Claim, that remain unresolved as of the Confirmation Hearing may be heard at a hearing following the Confirmation Hearing, at a date and time to be set by the Court. The deadline for filing objections to the Plan (including with regard to any cure amount or assumption of an Executory Contract or Unexpired Lease thereunder) is February 14, 2024 at 5:00 p.m. (CST) (the "***Confirmation Objection Deadline***").

PLEASE TAKE FURTHER NOTICE THAT all objections to the assumption of any Executory Contract and/or Unexpired Lease pursuant to the Plan, including to any Cure Claim set forth in the Schedule of Assumed Executory Contracts or Unexpired Leases, must be filed with the Bankruptcy Court on or before the Confirmation Objection Deadline or such other deadline that may be set by the Bankruptcy Court; *provided* that (1) if the Debtors reduce any previously proposed Cure Claim or decide to assume any Executory Contract or Unexpired Lease that was previously proposed to be rejected pursuant to a new or amended Schedule of Assumed Executory Contracts and Unexpired Leases and/or Schedule of Rejected Executory Contracts and Unexpired Leases filed on or after the date that is 14 days prior to the Confirmation Objection Deadline, the counterparty to such affected Executory Contracts shall have 14 days after receipt of notice of such schedules to file an objection to any such reduced Cure Claim or the assumption of any such Executory Contract or Unexpired Lease that was previously proposed to be rejected (including the proposed Cure Claim with respect thereto) and (2) an objection seeking a Cure Claim for a default under an Executory Contract or Unexpired Lease that arises after the date of the otherwise applicable Cure Claim objection deadline (other than in respect of any asserted default arising as a result of Consummation of the Plan) may be filed at any time within 90 days after the Effective Date. Any such request that is not timely filed shall be Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized

Debtor, without the need for any objection by the Debtors or Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount.

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any such Executory Contract or Unexpired Lease at any time on or before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease. Subject to the resolution of any timely objections in accordance with Article V of the Plan, any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from KCC LLC (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

Dated: [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)
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Counsel to the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that, on [●], 2024, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

/s/ /draft/
Charles A. Beckham, Jr.

EXHIBIT A TO CONTRACT ASSUMPTION NOTICE

Debtor	Counterparty	Description of Contract or Lease	Cure Amount

EXHIBIT CC

EXHIBIT 7 TO DISCLOSURE STATEMENT APPROVAL ORDER

NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF (A) EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES TO BE ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN AND (B) CURE AMOUNTS, IF ANY

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [~~Dkt~~**Docket**. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~**Docket**. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the ***Modified First Amended*** *Joint Chapter 11 Plan of*

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

Wesco Aircraft Holdings, Inc. et al. [~~Dkt~~Docket. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Schedule of Executory Contracts and/or Unexpired Leases to be Assumed* [~~Dkt~~Docket. No. [•]] (the "***Schedule of Assumed Executory Contracts and Unexpired Leases***") and the *Schedule of Executory Contracts and/or Unexpired Leases to be Rejected* [~~Dkt~~Docket. No. [•]] (the "***Schedule of Rejected Executory Contracts and Unexpired Leases***") with the Court as part of the Plan Supplement on [•], as contemplated under the Plan. The Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases were made as of [•], and are subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)**, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or notice filed on the Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because the Debtors' records reflect that you may be a party to an Executory Contract or Unexpired Lease that may be assumed pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice, the Assumption Schedule, the Rejection Schedule, and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors may assume the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, attached hereto, to which you are a party and any other Executory Contract and/or Unexpired Lease to which you are a party that is not identified on the Rejection Schedule or otherwise treated under the Plan.[3]

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[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, constitutes an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors or the Reorganized Debtors, as applicable, expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, at any time ~~through and including (60) Business Days after~~until the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease. The Debtors may assume or assume and assign an Executory Contract and/or Unexpired Lease prior to the resolution of an Assumption Dispute relating to the Executory Contract and/or Unexpired Lease. During the Assumption Dispute, the counterparty shall continue to perform under the applicable Executory Contract and/or Unexpired Lease. If the Assumption Dispute is resolved or determined unfavorably to the Debtors or Reorganized Debtors, the Debtors or Reorganized Debtor may either affirm the assumption or reject the applicable Executory Contract and/or Unexpired Lease after such determination, in which case the counterparty may file a Proof of Claim within 30 days after notice of rejection.

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, which amounts are listed therein. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount owing for such contract or lease, and the proposed Cure Claim for each Executory Contract and/or Lease is therefore $0.00.

PLEASE TAKE FURTHER NOTICE THAT any Allowed Cure Claims in respect of assumed Executory Contracts and/or Unexpired Leases shall be satisfied for the purposes of section 365(b)(1) of the Bankruptcy Code, by payment in Cash, on the Effective Date or as soon as reasonably practicable thereafter, of the cure amount set forth on the Schedule of Assumed Contracts for the applicable Executory Contract or Unexpired Lease, or on such other terms as the parties to such Executory Contracts or Unexpired Leases and the Debtors or Reorganized Debtors, as applicable, may otherwise agree. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon the payment of the Cure Claim. The Debtors and the Reorganized Debtors may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. The Debtors may adjourn consideration of a cure dispute beyond the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE THAT any objections to Plan in connection with the assumption of any Executory Contract(s) and Unexpired Lease(s) proposed in connection with the Plan, including to any Cure Claim, that remain unresolved as of the Confirmation Hearing may be heard at a hearing following the Confirmation Hearing, at a date and time to be set by the Court. The deadline for filing objections to the Plan (including with regard to any cure amount or assumption of an Executory Contract or Unexpired Lease thereunder) is February ~~[•]~~14, 2024 at 5:00 p.m. (CST) (the "***Confirmation Objection Deadline***").

PLEASE TAKE FURTHER NOTICE THAT all objections to the assumption of any Executory Contract and/or Unexpired Lease pursuant to the Plan, including to any Cure Claim set forth in the Schedule of Assumed Executory Contracts or Unexpired Leases, must be filed with the Bankruptcy Court on or before the Confirmation Objection Deadline or such other deadline that may be set by the Bankruptcy Court; *provided* that (1) if the Debtors reduce any previously proposed Cure Claim or decide to assume any Executory Contract or Unexpired Lease that was previously proposed to be rejected pursuant to a new or amended Schedule of Assumed Executory Contracts and Unexpired Leases and/or Schedule of Rejected Executory Contracts and Unexpired Leases filed on or after the date that is 14 days prior to the Confirmation Objection Deadline, the counterparty to such affected Executory Contracts shall have 14 days after receipt of notice of such schedules to file an objection to any such reduced Cure Claim or the assumption of any such Executory Contract or Unexpired Lease that was previously proposed to be rejected (including the proposed Cure Claim with respect thereto) and (2) an objection seeking a Cure Claim for a default under an Executory Contract or Unexpired Lease that arises after the date of the otherwise applicable Cure Claim

objection deadline (other than in respect of any asserted default arising as a result of Consummation of the Plan) may be filed at any time within 90 days after the Effective Date. Any such request that is not timely filed shall be Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized Debtor, without the need for any objection by the Debtors or Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount.

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any such Executory Contract or Unexpired Lease at any time on or before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease. Subject to the resolution of any timely objections in accordance with Article V of the Plan, any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from KCC LLC (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

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Dated: [•]**, 2024**

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)

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Counsel to the Debtors and
Debtors in Possession

EXHIBIT A TO CONTRACT ASSUMPTION NOTICE

Debtor	Counterparty	Description of Contract or Lease	Cure Amount

EXHIBIT DD

EXHIBIT 8 TO
DISCLOSURE STATEMENT APPROVAL ORDER

NOTICE OF REJECTION OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES TO BE REJECTED BY THE DEBTORS PURSUANT TO THE PLAN

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Schedule of Executory Contracts and/or Unexpired Leases to be Rejected* [Docket. No. [•]] (the "***Schedule of Rejected Executory Contracts and Unexpired Leases***") and the *Schedule of Executory Contracts and/or Unexpired Leases to be Assumed* [Docket. No. [•]] (the "***Schedule of Assumed Executory Contracts and Unexpired Leases***") with the Court as part of the Plan Supplement on [•] as

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

contemplated under the Plan. The Schedule of Rejected Executory Contracts and Unexpired Leases and the Schedule of Assumed Executory Contracts and Unexpired Leases were made as of [•] and are subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)**, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because the Debtors' records reflect that you may be a party to an Executory Contract or Unexpired Lease that may be rejected pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice, the Rejection Schedule, the Assumption Schedule, and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors are proposing to reject the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, attached hereto, to which you are a party.[3]

PLEASE TAKE FURTHER NOTICE THAT the Plan provides that all Executory Contracts and Unexpired Leases that are not expressly rejected shall be deemed assumed as of the Effective Date. The Debtors may, but are not obligated to, file schedules of assumed contracts as part of the Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court no later than thirty (30) days from entry of an order approving such rejection (which will be the Confirmation Order, in the case of an Executory Contract or Unexpired Lease that is rejected pursuant to the Plan). Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within that period of time will be Disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, their Estates or the Reorganized Debtors, or the property thereof, without the need for any objection by the Debtors or Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, constitutes an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of rejection, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors or the Reorganized Debtors, as applicable, expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Rejection Schedule and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, at any time until the Effective Date and (b) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the rejection of the Executory Contract(s) and Unexpired Lease(s) and/or related rejection damages proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing may be heard at a hearing following the Confirmation Hearing, at a date and time to be set by the Court. The deadline for filing objections to the Plan (including with regard to any rejection of an Executory Contract or Unexpired Lease thereunder) is **February 14, 2024, at 5:00 p.m. (CST)** (the "***Confirmation Objection Deadline***").

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from KCC LLC (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

This notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

Dated: [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)
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- and -

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BSchak@Milbank.com

Counsel to the Debtors and
Debtors in Possession

CERTIFICATE OF SERVICE

I certify that, on [●], 2024, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

/s/ /draft/
Charles A. Beckham, Jr.

EXHIBIT A TO CONTRACT REJECTION NOTICE

Debtor	Counterparty	Description of Rejected Contract or Lease

EXHIBIT EE

EXHIBIT 8 TO
DISCLOSURE STATEMENT APPROVAL ORDER

NOTICE OF REJECTION OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

NOTICE OF EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES TO BE REJECTED BY THE DEBTORS PURSUANT TO THE PLAN

PLEASE TAKE NOTICE THAT on [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [~~Dkt~~**Docket**. No. [•]] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the* ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~**Docket**. No. [•]] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the ***Modified First Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Dkt~~**Docket**. No. [•]] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Schedule of Executory Contracts and/or Unexpired Leases to be Rejected* [~~Dkt~~**Docket**. No. [•]] (the "***Schedule of Rejected Executory Contracts and Unexpired Leases***") and the *Schedule of Executory Contracts and/or Unexpired Leases to be Assumed* [~~Dkt~~**Docket**. No. [•]] (the

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://www.kccllc.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

"***Schedule of Assumed Executory Contracts and Unexpired Leases***") with the Court as part of the Plan Supplement on [•] as contemplated under the Plan. The Schedule of Rejected Executory Contracts and Unexpired Leases and the Schedule of Assumed Executory Contracts and Unexpired Leases were made as of [•] and are subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "***Confirmation Hearing***") will commence on **February [•], 2024, at [•] (CST)**, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because the Debtors' records reflect that you may be a party to an Executory Contract or Unexpired Lease that may be rejected pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice, the Rejection Schedule, the Assumption Schedule, and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors are proposing to reject the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, attached hereto, to which you are a party.[3]

PLEASE TAKE FURTHER NOTICE THAT the Plan provides that all Executory Contracts and Unexpired Leases that are not expressly rejected shall be deemed assumed as of the Effective Date. The Debtors may, but are not obligated to, file schedules of assumed contracts as part of the Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court no later than thirty (30) days from entry of an order approving such rejection (which will be the Confirmation Order, in the case of an Executory Contract or Unexpired Lease that is rejected pursuant to the Plan). Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within that period of time ~~shall~~**will** be Disallowed, forever barred from assertion, and shall not be enforceable against the Debtors**, their Estates** or the Reorganized Debtors, or **the** property thereof, without the need for any objection by the Debtors or ~~the~~ Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, constitutes an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of rejection, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors or the Reorganized Debtors, as applicable, expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Rejection Schedule and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, at any time ~~through and including (60) Business Days after~~**until** the Effective Date and (b) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the rejection of the Executory Contract(s) and Unexpired Lease(s) and/or related rejection damages proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing may be heard at a hearing following the Confirmation Hearing, at a date and time to be set by the Court. The deadline for filing objections to the Plan (including with regard to any rejection of an Executory Contract or Unexpired Lease thereunder) is **February ~~[•]~~14, 2024, at 5:00 p.m. (CST)** (the "***Confirmation Objection Deadline***").

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.kccllc.net/incora) or from KCC LLC (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

This notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

Dated: [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Kelli S. Norfleet (TX Bar No. 24070678)
Martha Wyrick (TX Bar No. 24101606)
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Counsel to the Debtors and
Debtors in Possession

EXHIBIT A TO CONTRACT REJECTION NOTICE

Debtor	Counterparty	Description of Rejected Contract or Lease

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1] Debtors.	Case No. 23-90611 (MI) Chapter 11 (Jointly Administered)

ORDER (I) APPROVING THE DISCLOSURE STATEMENT, (II) APPROVING SOLICITATION AND VOTING PROCEDURES, (III) APPROVING FORMS OF BALLOTS,(IV) SCHEDULING A CONFIRMATION HEARING, AND (V) ESTABLISHING NOTICE AND OBJECTION PROCEDURES

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://www.kccllc.net/incora. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

Upon the motion (the "***Motion***"),[2] of the above-captioned Debtors for entry of an order approving: (i) the adequacy of information in the Disclosure Statement; (ii) the Solicitation and Voting Procedures; (iii) the forms of Ballots, Master Ballots, and notices in connection therewith; and (iv) certain deadlines with respect to voting and confirmation process, all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and to enter this Order pursuant to 28 U.S.C. § 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, including through the Disclosure Statement Hearing Notice, such notice being adequate and appropriate under the circumstances; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Order; and it appearing that entry of this Order is in the best interests of the Debtors' estates; it is hereby **ORDERED** that:

I. APPROVAL OF THE DISCLOSURE STATEMENT

1. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. The Disclosure Statement (including its exhibits) provides holders of Claims, holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Motion.

II. Approval of the Procedures, Materials, and Timeline for Soliciting Votes on and Confirming the Plan.

A. Approval of Solicitation and Voting Procedures.

3. The Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with the Solicitation and Voting Procedures attached as **Exhibit 1** to this Order, which are approved in their entirety.

B. Approval of Certain Dates and Deadlines with Respect to the Plan and Disclosure Statement.

4. The following dates and times are established:

Event	Date and Time
Deadline for Filing of Objection to Disclosure Statement	January 4, 2024
Voting Record Date	January 9, 2024
Disclosure Statement Hearing	January 11, 2024 1:30 p.m. (CST)
Deadline for Solicitation[3]	January 17, 2024
Deadline for Publication of Notice of Confirmation Hearing	Within 10 business days after entry of the Disclosure Statement Order, or as soon as reasonably practicable thereafter
Filing of Initial Plan Supplement[4]	7 days prior to Voting Deadline
Voting Deadline	February 14, 2024 at 5:00 p.m. (CST)
Confirmation Objection Deadline	February 14, 2024 at 5:00 p.m. (CST)
Deadline to File Voting Report	Within 2 business days after Voting Deadline
Confirmation Hearing	To be determined

[3] The Solicitation Agent will use all practicable means to complete Solicitation within the noted timeframe.

[4] The initial Plan Supplement, to be filed no later than 7 days prior to the Voting Deadline, will include a summary of the material terms of the New Exit Notes and the New Takeback Notes.

C. Approval of the Form and Distribution of Solicitation Packages to Parties Entitled to Vote on the Plan.

5. The Confirmation Hearing shall be adjourned in the event any notice of a breach or a 1L Noteholder Termination Event (to be defined in the Restructuring Support Agreement) has been delivered by the Required Consenting 1L Noteholders under the Restructuring Support Agreement until (a) such alleged breach is cured (if capable of cure), (b) such notice has been rescinded by the Required Consenting 1L Noteholders, or (c) the Court determines that there is no breach or 1L Noteholder Termination Event under the Restructuring Support Agreement.

6. The Solicitation Packages shall be transmitted on or before the Solicitation Deadline, or as soon as reasonably practicable thereafter, to those holders of Claims entitled to vote on the Plan as of the Voting Record Date. The Solicitation Packages shall include the following, the form of each of which is approved:

a. the Cover Letter;

b. a copy of the Solicitation and Voting Procedures;

c. a Ballot (or Master Ballot, as applicable), together with detailed voting instructions and a pre-addressed, postage pre-paid return envelope;

d. the Disclosure Statement (and its exhibits, including the Plan);

e. the Disclosure Statement Order (without exhibits);

f. the Confirmation Hearing Notice; and

g. such other materials as the Court may direct.

7. The Debtors shall distribute Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Deadline. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

8. The Debtors are authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order (without exhibits, except the Solicitation and Voting Procedures) to holders of Claims entitled to vote on the Plan in electronic medium (e.g., flash drive). The Cover Letter, the Ballots, and the Confirmation Hearing Notice shall be distributed on paper. The Debtors shall provide, at the Debtors' expense, paper copies of any electronically distributed documents upon request to the Solicitation Agent. On or before the Solicitation

Deadline, the Debtors shall provide complete Solicitation Packages (excluding Ballots) to the U.S. Trustee and to all parties on the 2002 List as of the Voting Record Date.

9. The Solicitation Agent is authorized to assist the Debtors in: (a) distributing the Solicitation Packages and related materials; (b) receiving, tabulating, and reporting on the Ballots and Master Ballots cast to accept or reject the Plan; (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors regarding the Plan.

10. The Solicitation Agent is authorized to accept Ballots (except for Beneficial Holder Ballots and Master Ballots) via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by any such electronic submission shall become part of the record of any Ballot submitted in this manner, and the creditor's electronic signature will be deemed to be a legally valid and effective original signature. The Solicitation Agent is authorized to accept Master Ballots from Nominees via email to IncoraBallots@kccllc.com.

11. The Solicitation Packages (including the Ballots) and their service in accordance with this Order comply with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances.

D. Approval of the Form of Notices to Non-Voting Classes.

12. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to holders of Claims or Interests in the Non-Voting Classes. Instead, on or before the Solicitation Deadline, the Solicitation Agent shall mail (first-class postage pre-paid) a Non-Voting Status Notice in lieu of a Solicitation Package, the form of each of which is hereby approved, to the holders of Claims and Interests in the following Classes: Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 3 (ABL Facility Claims), Class 5 (1.25L Notes Claims), Class 8 (PIK Notes Claims), and Class 10 (Existing Equity Interests), as

well as holders of General Unsecured Claims in Class 7a or holders of General Unsecured Convenience Claims in Class 7b that are subject to a pending objection.

13. The Debtors are not required to mail Solicitation Packages or other solicitation materials to: (a) holders of Claims that have already been paid in full during the Chapter 11 Cases or that the Debtors are authorized to pay in full in the ordinary course of business pursuant to an order previously entered by this Court; or (b) any party to whom the Disclosure Statement Hearing Notice was sent but was returned as undeliverable; or (c) holders of Claims in Class 9 (Intercompany Claims) and Class 11 (Intercompany Interests).

14. Except as described herein, the Debtors and the Solicitation Agent are authorized to use substantially similar procedures as the procedures for distributing Solicitation Packages to distribute Non-Voting Status Notices and to collect opt-out elections made by recipients of the Non-Voting Status Notices.

15. The Non-Voting Status Notices (including the election forms contained in them) and their service in accordance with this Order comply with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances.

E. Approval of the Confirmation Hearing Notice.

16. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 5**, which shall be filed and served upon parties in interest by January 18, 2024 (or as soon as reasonably practicable thereafter) and published in the national edition of the *New York Times* (national edition), the *Financial Times* (global edition), and any local publications that the Debtors deem appropriate (which shall be disclosed in the Claims Agent's affidavit of service), within ten business days after entry of this Order, or as soon as reasonably practicable thereafter, constitutes adequate and sufficient notice of the hearing to consider approval of the Plan, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections to the Plan, in satisfaction of the applicable provisions of the Bankruptcy Code, Bankruptcy

Rules, and Local Rules. The Debtors shall also post the Confirmation Hearing Notice on the Debtors' case information website and file it on the Court's docket.

F. Approval of the Procedures for Filing Objections to the Plan.

17. Objections to the Plan will not be considered by the Court unless such objections comply with this Order. Specifically, all objections to confirmation of the Plan or requests for modifications to the Plan, if any, must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court by 5:00 p.m. (CST) on the date that is 28 days after commencement of solicitation.

G. Approval of Notice of Filing of the Plan Supplement.

18. The Plan Supplement Notice, substantially in the form annexed hereto as **Exhibit 6** is approved as reasonable and appropriate.

H. Approval of Notices to Contract and Lease Counterparties.

19. The Debtors are authorized to mail notices of assumption or rejection of Executory Contracts or Unexpired Leases, as applicable, in the forms attached hereto as **Exhibit 7** and **Exhibit 8** respectively, to the applicable counterparties within the time periods specified in the Plan.

I. Non-Substantive Modifications.

20. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Packages, Non-Voting Status Notices, Ballots, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption and Rejection Notices, and related documents without further orders of the Court, including changes to correct typographical and grammatical errors, if any, where, in the Debtors' reasonable discretion, doing so would better facilitate the Plan solicitation process. The Debtors may also modify those documents to fill in (a) the date of the Voting Deadline and the Confirmation

Objection Deadline with the date that is 28 days after actual commencement of solicitation and (b) the date of the Confirmation Hearing with the date established by this Order.

III. MISCELLANEOUS

21. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest to object to a proof of claim at any time, including after the Voting Record Date.

22. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (c) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (d) an agreement or obligation to pay any claims, (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (f) an admission as to the validity of any liens satisfied pursuant to this Motion, or (g) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

23. All time periods set forth in this Order or in the Solicitation and Voting Procedures shall be calculated in accordance with Bankruptcy Rule 9006(a).

24. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

25. The Debtors and their agents (including the Solicitation Agent) are authorized to take all steps necessary or appropriate to carry out this Order.

26. The Court shall retain jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____
Houston, Texas

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE