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 SECOND AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on January 12, 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket. No. 1228] (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. 1224] (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. 1223].

PLEASE TAKE FURTHER NOTICE THAT on February 1, 2024, the Debtors filed their *Notice of Filing of Plan Supplement* [Docket No. 1357].

PLEASE TAKE FURTHER NOTICE THAT on March 20, 2024, the Debtors filed their *Notice of Filing of Amended Plan Supplement* [Docket No. 1564].

[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.

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PLEASE TAKE FURTHER NOTICE THAT on August 12, 2024, the Debtors filed their *Second Amended Joint Chapter 11 Plan* [Docket No. 1980].

PLEASE TAKE FURTHER NOTICE THAT on August 23, 2024, the Debtors filed the (i) *Modified Second Amended Joint Chapter 11 Plan* [Docket No. 2027] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***")[2]; (ii) *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 2029] (the "***Amended Disclosure Statement***"); and (iii) *Debtors' Emergency Motion for Entry of an Order (i) Approving the Amended Disclosure Statement, (ii) Approving Re-Solicitation of Classes 4 and 6 and Related Voting Procedures, (iii) Approving Forms of Modified Ballots, (iv) Scheduling a Confirmation Hearing, (v) Establishing Notice and Objection Procedures, and (vi) Shortening the Notice and Objection Periods in Connection With the Foregoing* [Docket No. [•]] (the "***Amended Disclosure Statement Motion***").

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Amended Disclosure Statement Motion, the Debtors have filed the following documents (or forms of documents), schedules, and exhibits (the "***Second Amended Plan Supplement***") with the Court on August 23, 2024.

Exhibit	Document
Exhibit F	Appellate Adjustment Mechanism Outline

PLEASE TAKE FURTHER NOTICE THAT the further filings of 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 Leases; (h) the Schedule of Retained Causes of Action; (i) the schedule of Excluded Parties; and (j) certain other documents as are necessary or advisable to implement the Restructuring.

PLEASE TAKE FURTHER NOTICE THAT the documents, or portions thereof, contained in the Plan Supplement are not final and remain subject to ongoing review by the Debtors and interested parties, including as provided for in the Plan and the Restructuring Support Agreement. 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 the Plan, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement. If any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Amended Disclosure Statement, or the Amended Disclosure Statement Motion, as applicable.

date of the Confirmation Hearing, the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider confirmation of the Plan (the "***Confirmation Hearing***") will commence on **October 7, 2024, at 9:00 a.m. (CT)**, 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 is **September 13, 2024, at 5:00 p.m. (CT)** (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 copies of the Amended 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.veritaglobal.net/incora) or from Kurtzman Carson Consultants, LLC d/b/a Verita Global (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 Verita Global, 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.

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Dated: August 23, 2024

Sincerely,

/s/ Charles A. Beckham, Jr.

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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.veritaglobal.net/incora**.**

CERTIFICATE OF SERVICE

I certify that, on August 23, 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' noticing agent.

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

EXHIBIT F

APPELLATE ADJUSTMENT MECHANISM OUTLINE

Appellate Adjustment Mechanism Outline

- 4 Classes of New Common Equity Units: (1) Class A Units, (2) Class B Units, (3) Class C Units and (4) Common Units (collectively, "New Common Equity Units").
- New Takeback Notes:
  - 2 Tranches of New Takeback Notes: (1) Tranche A New Takeback Notes and (2) Tranche B New Takeback Notes (collectively, the "New Takeback Notes").
  - Maturity:
    - The maturity date of the New Takeback Notes will be the eighth anniversary of the Effective Date.
    - If the New Takeback Notes are converted prior to the Appellate Resolution (as defined below), whether upon maturity or earlier conversion, then the units received upon conversion of the New Takeback Notes will be subject to the same adjustment mechanism as applicable to the New Takeback Notes as described below under "Adjusted Allocation".
- Voting and Rights: New Common Equity Units are generally treated as identical (including with respect to voting (i.e., on an aggregate basis, except for matters relevant to the class) and the determination of Undiluted Ownership Percentage, Preemptive Percentage Interest and Tag-Along Percentage Interest).
- Day 1 Allocation:
  - Holders of 1L Notes Claims will be issued New Common Equity in the form of Class A Units (the "Day 1 Class A Units") and New Takeback Notes in the form of Tranche A New Takeback Notes, in each case as set forth in the Plan. The percentage represented by the aggregate principal amount of Tranche A New Takeback Notes issued on Day 1, *divided by* the aggregate principal amount of New Takeback Notes is referred to as the "Initial Tranche A New Takeback Notes Percentage".
  - Holders of 2026 Notes Claims will be issued New Common Equity in the form of Class B Units (the "Day 1 Class B Units") and New Takeback Notes in the form of Tranche B New Takeback Notes, in each case as set forth in the Plan. The percentage represented by the aggregate principal amount of Tranche B New Takeback Notes issued on Day 1, *divided by* the aggregate principal amount of New Takeback Notes is referred to as the "Initial Tranche B New Takeback Notes Percentage".
  - Holders of 2024 Unsecured Notes Claims will be issued New Common Equity in the form of Class C Units (the "Day 1 Class C Units") and 2024 Note Distribution Rights, in each case as set forth in the Plan.
  - Holders of Allowed General Unsecured Claims will be issued New Common Equity in the form of Common Units (the "GUC Units", and collectively with the Day 1 Class A Units, the Day 1 Class B Units and the Day 1 Class C Units, the "Day 1 Units") as set forth in the Plan. The percentage represented by the aggregate GUC Units, *divided by* the aggregate Day 1 Units is referred to as the "GUC Units Percentage".
- Adjusted Allocation:
  - Following the issuance of a Final Order in the Appellate Litigation as to the secured or unsecured status of the New Money Notes, the 2026 Notes and the 2024

Unsecured Notes (or settlement of such proceedings) (the "Appellate Resolution"), the Class A Units, Class B Units, Class C Units and New Takeback Notes will automatically convert and/or be adjusted, pursuant to their respective terms and as further provided for under the New LLC Agreement with respect to the New Common Equity and the New Takeback Notes Indenture with respect to the New Takeback Notes, based on the final resolution or settlement with respect to (x) the extent to which the New Money Notes are deemed to be secured notes, (y) the extent to which the 2026 Notes are deemed to be secured notes and (z) the extent to which the 2024 Unsecured Notes are deemed to be secured notes, such that immediately following the Appellate Resolution:

- To the extent the New Money Notes, the 2026 Notes or the 2024 Unsecured Notes are determined, pursuant to the Appellate Resolution, to be unsecured (the Claims in respect of such unsecured notes, the "Later Unsecured Claims"), the Class A Units, the Class B Units (together with the Tranche B New Takeback Notes) and the Class C Units (together with the 2024 Notes Distribution Rights) issued on account of such Later Unsecured Claims will automatically convert into a number of Common Units to reflect an equity ownership percentage of [0.0000000053834%] per dollar of Allowed Later Unsecured Claims (the aggregate ownership percentage issued in respect of Later Unsecured Claims, the "Later Unsecured Claims Equity Distribution Percentage"). [For the avoidance of doubt, unless the Appellate Resolution determines the 2026 Notes and the 2024 Unsecured Notes, respectively, to be secured, the 2026 Notes Claims and 2024 Unsecured Notes Claims, respectively, will be deemed Later Unsecured Claims.]
- To the extent the 1L Notes, 2026 Notes or 2024 Unsecured Notes are determined, pursuant to the Appellate Resolution, to be secured (the Claims in respect of such secured notes, the "Later Secured Claims"), the Class A Units, Class B Units and Class C Units issued on account of such Later Secured Claims will automatically convert into a pro rata share of a percentage of Common Units equal to (1) 100%, *minus* (2) the GUC Units Percentage, *minus* (3) the aggregate Later Unsecured Claims Equity Distribution Percentage. For the avoidance of doubt, all 1L Notes Claims that are not on account of New Money Notes will be deemed Later Secured Claims[, and, unless the Appellate Resolution determines the New Money Notes to be unsecured, the 1L Notes Claims on account of the New Money Notes will be deemed Later Secured Claims].
- Each dollar of principal amount of Tranche A New Takeback Notes (at the accreted principal amount) will be adjusted into a principal amount equal to the product of (x) $1.00 and (y) (1) the Final Tranche A New Takeback Notes Percentage, *divided by* (2) the Initial Tranche A New Takeback Notes Percentage. The "Final Tranche A New Takeback Notes Percentage" shall equal (i) the aggregate amount of 1L Notes Claims representing Later Secured Claims, *divided by* (ii) the aggregate amount of Later Secured Claims.

- To the extent the 2026 Notes Claims are determined pursuant to the Appellate Resolution to be Later Secured Claims, each dollar of principal amount of Tranche B New Takeback Notes (at the accreted principal amount) will be adjusted into a principal amount equal to the product of (x)$1.00 and (y) (1) the Final Tranche B New Takeback Notes Percentage, *divided by* (2) the Initial Tranche B New Takeback Notes Percentage. The "Final Tranche B New Takeback Notes Percentage" shall equal (i) the aggregate amount of 2026 Notes Claims representing Later Secured Claims, *divided by* (ii) the aggregate amount of Later Secured Claims. To the extent the 2026 Notes Claims are determined pursuant to the Appellate Resolution to be Later Unsecured Claims, the Tranche B New Takeback Notes will automatically convert together with the Class B Units into the Later Unsecured Claims Equity Distribution Percentage of the Allowed 2026 Notes Claims.
- To the extent the 2024 Unsecured Notes Claims are determined pursuant to the Appellate Resolution to be Later Secured Claims, the 2024 Note Distribution Rights will convert into New Takeback Notes with a principal amount equal to (1) the aggregate principal amount of all New Takeback Notes (at the accreted principal amount) immediately prior to the implementation of adjustments following the Appellate Resolution, *multiplied by* (2) the 2024 Note Distribution Rights Percentage. The "2024 Note Distribution Rights Percentage" shall equal (i) 100%, *minus* (ii) the Final Tranche A New Takeback Notes Percentage, *minus* (iii) the Final Tranche B New Takeback Notes Percentage. To the extent the 2024 Notes Claims are determined pursuant to the Appellate Resolution to be Later Unsecured Claims, the 2024 Distribution Rights will automatically convert together with the Class C Units into the Later Unsecured Claims Equity Distribution Percentage of the Allowed 2024 Unsecured Notes Claims.