Docket #2073 Date Filed: 09/05/2024

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 REDLINE TO REVISED PROPOSED ORDER ON 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

[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.

23906112409040000000000015

(RELATED TO DOCKET NOS. 962, 1133, 1207, 1980, 2029, & 2070)

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 August 23, 2024, the Debtors filed their 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. 2030] (the "***Resolicitation Motion***").

PLEASE TAKE FURTHER NOTICE that, attached to the Resolicitation Motion at Docket Number 2030-3 was a proposed form of order.

PLEASE TAKE FURTHER NOTICE that, attached hereto as **Exhibit A** is a redline comparing the previously filed proposed form of order on the Resolicitation Motion and the revised form of order on the Resolicitation Motion.

PLEASE TAKE FURTHER NOTICE that, copies of all documents filed in these Chapter 11 Cases are available free of charge by visiting the Debtors' restructuring website at https://veritaglobal.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.

[Remainder of page intentionally blank]

Dated: September 5, 2024

Respectfully submitted,

/s/ Charles A. Beckham, Jr.

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Martha Wyrick (TX Bar No. 24101606)
Re'Necia Sherald (TX Bar No. 24121543)
HAYNES AND BOONE, LLP
1221 McKinney Street, Suite 4000
Houston, TX 77010
Telephone: 1 (713) 547-2000
Email: Charles.Beckham@HaynesBoone.com
Patrick.Hughes@HaynesBoone.com
Martha.Wyrick@HaynesBoone.com
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

CERTIFICATE OF SERVICE

I certify that, on September 5, 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 A

PREVIOUSLY FILED PROPOSED ORDER TO RESOLICITATION MOTION AT DOCKET NO. 2030-3 AND REVISED PROPOSED ORDER TO RESOLICITATION MOTION

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 (MI) Chapter 11 (Jointly Administered)

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

[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.veritaglobal.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 Amended Disclosure Statement; (ii) the Re-Solicitation of Classes 4 and 6 and related Voting Procedures; (iii) the forms of Modified Ballots, Master Ballots, and notices in connection therewith; and (iv) certain deadlines with respect to voting and confirmation process, (v) notice and objection procedures, and (vi) shortening the notice and objection procedures in connection with the foregoing, 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 AMENDED DISCLOSURE STATEMENT

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

2. The Amended 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 Modified Second Amended 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 RE-SOLICITING VOTES ON AND CONFIRMING THE MODIFIED SECOND AMENDED PLAN.

A. Approval of Re-Solicitation and Voting Procedures.

3. The Debtors are authorized to re-solicit, receive, and tabulate votes to accept or reject the Modified Second Amended Plan in accordance with the Motion and the Re-Solicitation Package, which are approved in their entirety.

4. Except as set forth herein, the Solicitation and Voting Procedures previously approved by this Court in 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~~**Dkt.** No. 1228] remain in full force and effect.

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

5. The following dates and times are established:

Event	Date and Time
Filing of: • Modified Second Amended Plan; • Amended Disclosure Statement; • Re-Solicitation Motion; • Appellate Adjustment Mechanic	August 23, 2024
Voting Record Date	September 3, 2024
Proposed Deadline for Filing Objections to Re-Solicitation Motion and to Approval of the Amended Disclosure Statement	September 4, 2024 at 5:00 p.m. (CT)
Disclosure Statement Approval Hearing	September 5, 2024 at 9:00 a.m. (CT)
Deadline for Commencement of Solicitation	September 10, 2024
Deadline to File a Plan Supplement That Includes: • **New Takeback Notes Indenture;** • **New Exit Notes Indenture;** • **Appellate Adjustment Mechanism;** • **New LLC Agreement**	**September 17, 2024**

Event	Date and Time
Deadline to File: • Objections to Confirmation of the Modified Second Amended Plan;[3] • Post Updated Post-Trial Closing Briefs for Outstanding Issues in Connection with the 2024/2026 Noteholder Group's Amended Counterclaims	September ~~13~~**20**, 2024 at 5:00 p.m. (CT)
Voting Deadline[4]	September 27, 2024 at 5:00 p.m. (CT)
Voting Report	October 3, 2024
Deadline for Replies to Objections to the Modified Second Amended Plan[5]	October 3, 2024
Confirmation Hearing[6]	October 7, 2024 at 9:00 a.m. (CT)

C. Approval of the Form and Distribution of Re-Solicitation Packages to Parties Entitled to Vote on the Modified Second Amended Plan.

6. The Re-Solicitation Packages shall be transmitted on or before the Solicitation Deadline, or as soon as reasonably practicable thereafter, to Classes 4 and 6 as of the Voting Record Date. The Re-Solicitation Packages shall include the following, the form of each of which is approved:

a. the Modified Second Amended Plan, including a redline to the Plan;

b. a copy of the Solicitation and Voting Procedures;

c. the Amended Confirmation Hearing Notice;

d. the approved Amended Disclosure Statement (and its exhibits);

[3] Including objections to the release of all claims set forth in the 2024/2026 Noteholder Group's Standing Motion **to the extent not withdrawn or abated**.

[4] **Pursuant to Bankruptcy Rule 3014, the time for holders of 1L Notes Claims or 2026 Notes Claims to make an election of application of section 1111(b)(2) of the Bankruptcy Code is fixed as the Voting Deadline (as it may be extended from time to time consistent with this Order).**

[5] Including replies and objections to the 2024/2026 Noteholder Group's Standing Motion (including Avoidance Actions) **to the extent not withdrawn or abated (for the avoidance of doubt, the 2024/2026 Noteholder Group's Standing Motion does not include the Standing Motion filed by the Committee)**.

[6] For the avoidance of doubt, all pending standing motions **(other than the Standing Motion filed by the Committee, which is held in abeyance pursuant to the stipulation filed at Dkt. No. 1191)**, counterclaims of the 2024/2026 Noteholder Group, and all unresolved motions seeking adequate protection shall be heard at the Confirmation Hearing **(unless otherwise ordered)**.

e. the Disclosure Statement Order (excluding exhibits);

f. a Modified Ballot (or Master Ballot, as applicable), with detailed voting instructions on how to complete the Modified Ballot; and

g. such other materials as the Court may direct.

7. The Debtors shall distribute Re-Solicitation Packages to Classes 4 and 6 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 Modified Second Amended Plan, the Amended Disclosure Statement, a copy of the Solicitation and Voting Procedures, Modified Ballots, and the Amended Confirmation Hearing Notice, and this Order (without exhibits, except the Solicitation and Voting Procedures) to Classes 4 and 6 in electronic medium (e.g., flash drive). 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 Re-Solicitation Packages (excluding Modified 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 Re-Solicitation Packages and related materials; (b) receiving, tabulating, and reporting on the Modified Ballots cast to accept or reject the Modified Second Amended Plan; (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Amended Disclosure Statement, the Modified Second Amended Plan, the Modified Ballots, the Re-Solicitation Packages, and all other matters related thereto, including the procedures and requirements for voting to accept or reject the Modified Second Amended Plan and for objecting to the Modified Second Amended Plan; (d) soliciting votes on the Modified Second Amended Plan; and (e) if necessary, contacting creditors regarding the Modified Second Amended Plan.

10. The Solicitation Agent is authorized to accept ~~Master~~**Modified** Ballots from Nominees **or Record Holders** via email to IncoraBallots@veritaglobal.com.

11. The Re-Solicitation Packages (including the Modified 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.

12. Beneficial Holders of the Notes Claims in Classes 4 and 6 are deemed to have consented and authorized their Nominees to disclose their name and contact information to the Debtors. Upon request by the Debtors, all Nominees responsible for Master Ballots shall provide unredacted copies of the corresponding Beneficial Holder Ballots (in respect of both the original solicitation and the re-solicitation) to the Debtors and/or the names and contact information of the Beneficial Holders.

D. Approval of the Form and Distribution of the Amended Confirmation Hearing Notice to the Unaffected Classes and Contract and Lease Counterparties.

13. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Re-Solicitation Packages to holders of Claims or Interests in Non-Voting Classes. Instead, on or before the Solicitation Deadline, the Solicitation Agent shall mail (first-class postage pre-paid) the Amended Confirmation Hearing Notice in lieu of a Re-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, holders of General Unsecured Convenience Claims in Class 7b, and holders of 2024 Unsecured Notes Claims in Class 7c.

14. The Debtors are not required to mail Re-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).

15. The Debtors are authorized to mail the Amended Confirmation Hearing Notice to counterparties of assumed or rejected Executory Contracts or Unexpired Leases, as applicable.

E. Approval of the Amended Confirmation Hearing Notice.

16. The Amended Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 3**, which shall be filed and served upon parties in interest by ~~[•]~~**September 11**, 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 Modified Second Amended Plan, the manner in which a copy of the Modified Second Amended Plan and Amended Disclosure Statement can be obtained, and the time fixed for filing objections to the Modified Second Amended Plan, in satisfaction of the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. The Debtors shall also post the Amended 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 Modified Second Amended Plan.

17. Objections to the Modified Second Amended Plan will not be considered by the Court unless such objections comply with this Order. Specifically, all objections to confirmation of the Modified Second Amended Plan or requests for modifications to the Modified Second Amended 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 Modified Second Amended Plan (or related materials) that would resolve such objection; and (e) be filed with the Court by 5:00 p.m. (CT) on September 13, 2024.

G. Non-Substantive Modifications.

18. The Debtors are authorized to make non-substantive changes to the Amended Disclosure Statement, Modified Second Amended Plan, Amended Confirmation Hearing Notice, Re-Solicitation Packages, Modified Ballots, Solicitation and Voting Procedures, 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 Modified Second Amended Plan solicitation process.

III. MISCELLANEOUS

19. 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.

20. 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.

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

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

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

24. 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 1 TO THE PROPOSED 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 September [•], 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered the *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~~**Dkt.**. No. [•]] (the "***Amended Disclosure Statement Order***") (a) approving the adequacy of the ~~*Amended*~~ *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Docket~~**Dkt**. No. [•]] (including all of its exhibits and supplements, the "***Amended Disclosure Statement***") (b) approving these solicitation and voting procedures (the "***Solicitation and Voting Procedures***") with respect to confirmation of the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Docket~~**Dkt**. 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 September 27, 2024, at 5:00 p.m. (CST), as the deadline (the "***Voting Deadline***") to vote on the Plan. The Debtors, with the consent of the Required 1L Noteholders (not to be unreasonably withheld), may extend the Voting Deadline by oral or written notice to Kurtzman Carson Consultants LLC d/b/a Verita Global, in its capacity as solicitation agent for the Debtors (the "***Solicitation Agent***"). The Debtors 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.veritaglobal.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 via email to IncoraBallots@veritaglobal.com ~~or via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at: Incora Ballot Processing, c/o Verita Global, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245,~~ 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 or other means of electronic submission will not be valid.

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

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. these Solicitation and Voting Procedures;

b. the Amended Confirmation Hearing Notice;

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

d. the Amended Disclosure Statement Order (excluding exhibits);

e. a Ballot, instructions on how to complete the Ballot;[3] and

f. 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 Amended Disclosure Statement (including the Plan and other exhibits), the Amended 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. 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.veritaglobal.net/incora, and/or (c) writing to Incora Claims Processing Center, c/o Verita Global, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.

The Debtors shall deliver, or cause to be delivered, the Solicitation Package to all holders of Claims in the Re-Solicitation Classes on or before September 10, 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 Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class.

[3] Service of the Solicitation Package may be performed electronically, or otherwise in nominees' customary practice.

III. Occurrence of Termination Date

Upon the occurrence of a Termination Date (as 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 Re-Solicitation Classes will be entitled to vote on the Plan.

The Court has approved September 3, 2024 as the record date for purposes of determining which holders of claims in the Re-Solicitation 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.

The aggregate Allowed amounts for the Re-Solicitation Classes 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. 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 by ~~first class mail or~~ email in accordance with the Ballot's instructions.

D. 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.**

E. Opt-Out from Releases

The Plan contains the Third-Party Release provisions. ~~If a holder of Claims or Interests votes on the Plan, or does not vote on the Plan, that~~A 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. ~~Even if a creditor votes to accept the Plan, it may still opt out of the Third-Party Release by checking 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 at or before the Voting Deadline in compliance with the instructions in order to opt out of the Third-Party Release.

F. Section 1111(b) Election

If a holder of a 1L Notes Claim or 2026 Notes Claim prefers that the class of 1L Notes Claims or 2026 Notes Claims, as applicable, elect application of section 1111(b)(2) of the Bankruptcy Code, that holder may indicate its preference by checking the box labeled "Elect application of section 1111(b)(2)" that follows Item 4: Section 1111(b) Election on the applicable Ballot. Except as otherwise provided in section 1111(b) of the Bankruptcy Code, an 1111(b) Election can be made as to a Class if at least two-thirds in amount and more than half in number of Allowed Claims within such Class elect application of section 1111(b)(2) of the Bankruptcy Code.

A holder must return its Ballot at or before the Voting Deadline in compliance with the instructions in order to elect application of section 1111(b)(2).

G. ~~F.~~ 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).

H. ~~G.~~ 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.

I. ~~H.~~ 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.

V. Amendments to the Plan and Solicitation and Voting Procedures

The Debtors may make non-substantive or immaterial changes to the Amended Disclosure Statement, Disclosure Statement Hearing Notice, Plan, Amended Confirmation Hearing Notice, Solicitation Packages, Ballots, Solicitation and Voting Procedures, 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 Amended 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 2A TO THE PROPOSED 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 SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(NOTES CLAIMS)[2]

Please read and follow the enclosed instructions carefully before completing this Master 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://veritaglobal.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 Class 6 (2026 Notes Claims).

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. (CT) on September 27, 2024*.

The above-captioned debtors and debtors in possession (the "***Debtors***") are soliciting votes on the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* ("***Modified Second Amended Plan***")[3] described in the ~~*Amended*~~ *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Amended Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Amended Disclosure Statement as containing adequate information by an order dated [•], 2024 [~~Docket~~**Dkt**. No. [•]] (the "***Amended 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 "***Notes Claims***") as of September 3, 2024 (the "***Voting Record Date***"), which gives your Beneficial Holders the right to vote on the Modified Second Amended Plan. For further information, please contact the Debtors' Solicitation Agent at:

Solicitation Agent:
Kurtzman Carson Consultants LLC dba Verita Global
www.veritaglobal.net/incora/inquiry
(877) 499-4509 (toll-free)
+1 (917) 281-4800 (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 Modified Second Amended Plan ~~and~~**,** (b) their elections to opt-out of the Third-Party Releases contained in the Modified Second Amended Plan**, and (c) their preference that the class of 1L Notes Claims or 2026 Notes Claims, as applicable, elect application of section 1111(b)(2) of the Bankruptcy Code**. 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 Modified Second Amended 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. Upon the Debtors' request, you are authorized and required to disclose the name and contact information of the Beneficial Holders who submitted a vote on the Modified Second Amended Plan.

To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Modified Second Amended 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 September 27, 2024, at 5:00 p.m. (CT).

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

INSTRUCTIONS FOR COMPLETING MASTER BALLOT

If the Solicitation Agent does not *actually receive* your Master Ballot on or before September 27, 2024, at 5:00 p.m. (CT), 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 Amended Disclosure Statement that you have received. The Modified Second Amended Plan is attached to the Amended 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 **September 27, 2024, at 5:00 p.m. (CT)**, 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@veritaglobal.com. 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 Verita, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@veritaglobal.com 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 Modified Second Amended 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**, their section 1111(b) elections (if applicable)** 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 Modified Second Amended 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 Modified Second Amended Plan in the same proportion as the votes to accept and reject the Modified Second Amended 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://veritaglobal.net/incora/, or email the Solicitation Agent at IncoraBallots@veritaglobal.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 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 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 Modified Second Amended Plan on behalf of the Beneficial Holders of the Notes Claims set forth in Item 2.

ITEM 2: VOTES ON THE MODIFIED SECOND AMENDED PLAN ~~AND~~, OPT-OUT ELECTIONS, AND SECTION 1111(B) ELECTIONS

The following votes ~~and~~, opt-out elections, **and section 1111(b) elections (if applicable)** of the following Beneficial Holders of 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 Modified Second Amended Plan and may not split its vote. **Any Beneficial Holder Ballot that does not indicate an acceptance or rejection of the Modified Second Amended Plan or that indicates both an acceptance and a rejection of the Modified Second Amended 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. **Indicate whether each Beneficial Holder checked the section 1111(b) election box or left it blank by checking or leaving blank the "section 1111(b) election" box on each row.**

Your Customer Acct. Number	Customer Name	Principal Amount	Select only one		Third-Party Release Opt-Out	Section 1111(b) Election
			Accept the Modified Second Amended Plan	Reject the Modified Second Amended 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 Amended Disclosure Statement, (including the Modified Second Amended 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 Modified Second Amended 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 Modified Second Amended Plan; (iv) each such Beneficial Holder's election with respect to opting out from the Third-Party Releases; ~~and~~ (v) **each such Beneficial Holder's preference with respect to the section 1111(b) election; and (vi)** 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 Modified Second Amended 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	CUSIP/ISIN
☐	10.50% 1st Lien Secured Bonds (144A)	4	950814 AA 1 / US950814AA18
☐	10.50% 1st Lien Secured Bonds (AI)	4	950814 AB9 / US950814AB90
☐	10.50% 1st Lien Secured Bonds (REGS)	4	U96085 AA 0 / USU96085AA07
☐	10.50% 1st Lien Secured Bonds (144A)	4	950814 AE3
☐	10.50% 1st Lien Secured Bonds (REGS)	4	U96085 AC6
☐	9.00% Sr Secured Bonds (144A)	6	97789L AB 2 / US97789LAB27
☐	9.00% Sr Secured Bonds (REGS)	6	U9716L AB 2 / USU9716LAB28
☐	9.00% Sr Secured Bonds (AI)	6	97789L AE 6 / US97789LAE64

EXHIBIT 2B TO THE PROPOSED 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 SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(NOTES 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. (CT) on September 27, 2024*. Follow the instruc-

[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://veritaglobal.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 Class 6 (2026 Notes Claims).

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

You are receiving this ballot (the "***Beneficial Holder Ballot***") because you are the beneficial holder of notes identified on **Schedule 1** hereto (the "***Notes Claims***") as of September 3, 2024 (the "***Voting Record Date***"). As such, you have the right to vote to accept or reject the Modified Second Amended Plan and to opt out of the Third-Party Releases contained in the Modified Second Amended Plan. **Additionally, if you hold 2026 Notes, you may indicate whether you prefer that the class of 1L Notes Claims or 2026 Notes Claims, as applicable, elect application of section 1111(b)(2) of the Bankruptcy Code.** 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 dba Verita Global
www.veritaglobal.net/incora/inquiry
(888) 251-2937 (toll-free)
+1 (310) 751-2613 (international)

Your rights are described in the Amended Disclosure Statement, which is included in the package (the "***Re-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 Verita Global (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://veritaglobal.net/incora/; (b) writing to Incora Ballot Processing Center, c/o Verita, 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.veritaglobal.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 Modified Second Amended Plan, (b) opting out of the Third-Party Release contained in the Modified Second Amended Plan, ~~and~~ (c**) indicating your preference that the class of 1L Notes Claims or 2026 Notes Claims, as applicable, elect application of section 1111(b)(2), and (d**) making certain certifications with respect to your vote. If you believe you have received this Beneficial Holder Ballot in error, or if you believe

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

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 Amended Disclosure Statement and the Modified Second Amended Plan before you vote. You may wish to seek legal advice concerning the Modified Second Amended Plan and the Modified Second Amended 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 September 27, 2024, at 5:00 p.m. (CT) 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. **All section 1111(b) elections must also be received by the Solicitation Agent at or before the Voting Deadline; otherwise, such elections 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. (CT) on September 27, 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 Amended Disclosure Statement that you have received in your Re-Solicitation Package.

The Modified Second Amended Plan is attached to the Amended Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Modified Second Amended Plan and the Amended Disclosure Statement. **Please note that Article VIII of the Modified Second Amended 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 Modified Second Amended Plan setting forth the Third-Party Release are quoted in full on this Beneficial Holder Ballot. **If you do not check the opt-out box in Item 3 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 Modified Second Amended 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 3 of your Ballot. The treatment of your Claim under the Modified Second Amended Plan will not be affected in any way if you opt out of the Third-Party Release. ~~If you vote to accept the Modified Second Amended Plan, you will be deemed to have consented to the Third-Party Releases.~~

WHAT IS THE SECTION 1111(B) ELECTION?

Except as otherwise provided in section 1111(b) of the Bankruptcy Code, an 1111(b) Election can be made as to a Class if at least two-thirds in amount and more than half in number of Allowed Claims within such Class elect application of section 1111(b)(2) of the Bankruptcy Code.

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 **September 27, 2024, at 5:00 p.m. (CT)**, unless it is extended. You are not required to vote but you will be bound by the Modified Second Amended 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.

At the request of the Debtors, your Nominee will be required to provide a copy of your Beneficial Holder Ballot.

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) either (i) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at Incora Ballot Processing, c/o Verita, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245 or (ii) via electronic mail to the Solicitation Agent at IncoraBallots@veritaglobal.com. To coordinate hand delivery, email the Solicitation Agent at IncoraBallots@veritaglobal.com 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 Modified Second Amended Plan;
- any Beneficial Holder Ballot that purports to both accept and reject the Modified Second Amended Plan, or that neither accepts nor rejects the Modified Second Amended 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 Modified Second Amended 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 Modified Second Amended 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://veritaglobal.net/incora/.

The Solicitation Agent cannot answer legal questions regarding the Modified Second Amended Plan. For legal assistance (including regarding the Modified Second Amended 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 amount (insert the amount below, unless completed by your Nominee):

Principal Amount: $ _____

ITEM 2: VOTE ON MODIFIED SECOND AMENDED PLAN

You vote to (check only one):

☐ **Accept** (vote **for**) the Modified Second Amended Plan as to each Debtor

☐ **Reject** (vote **against**) the Modified Second Amended Plan as to each Debtor

The Debtors recommend that you vote to accept the Modified Second Amended Plan.

ITEM 3: OPT-OUT OF THIRD-PARTY RELEASE

The Modified Second Amended Plan contains the Third-Party Release set forth below. ~~**If you vote on the Modified Second Amended Plan or do not vote on the Modified Second Amended Plan, you**~~**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 Modified Second Amended 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, the 2026 Indenture, and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures and the 2026 Indenture; (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 does not elect to opt out of the Third-Party Release; (m) with respect to each of the Entities in the foregoing clauses (a) through (*l*), each such Entity's current and former Related Parties; *provided* 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. For the avoidance of doubt, in accordance with Dkt. No. 1727, no member of the 2024/2026 Noteholder Group (or any Related Party thereof) shall be a Releasing Party or a Released Party.

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: (a) 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; (b) 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; (c) 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; (d) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (e) 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; (f) 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; (g) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (h) 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 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, (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim, or (f) any Cause of Action under or relating to any cooperation agreement entered by holders of 2024 Unsecured Notes and/or 2026 Notes.

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 Modified Second Amended Plan:

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

ITEM 4: SECTION 1111(B) ELECTION

Check the following box only if you wish to indicate your preference that the class of 1L Notes Claims or 2026 Notes Claims, as applicable, elect application of section 1111(b)(2):

☐ **Elect application of section 1111(b)(2)**

ITEM 45: 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 Amended Disclosure Statement (including the Modified Second Amended 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;
- 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; and
- you understand that your Nominee is required to disclose to the Debtors your name (or, as applicable, the name of your principal), your (or your principal's) holdings of Notes Claims, and your contact information.

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	CUSIP/ISIN
☐	10.50% 1st Lien Secured Bonds (144A)	4	950814 AA 1 / US950814AA18
☐	10.50% 1st Lien Secured Bonds (AI)	4	950814 AB9 / US950814AB90
☐	10.50% 1st Lien Secured Bonds (REGS)	4	U96085 AA 0 / USU96085AA07
☐	10.50% 1st Lien Secured Bonds (144A)	4	950814 AE 3
☐	10.50% 1st Lien Secured Bonds (REGS)	4	U96085 AC 6
☐	9.00% Sr Secured Bonds (144A)	6	97789L AB 2 / US97789LAB27
☐	9.00% Sr Secured Bonds (REGS)	6	U9716L AB 2 / USU9716LAB28
☐	9.00% Sr Secured Bonds (AI)	6	97789L AE 6 / US97789LAE65

EXHIBIT 2C TO THE PROPOSED 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
SECOND AMENDED JOINT CHAPTER 11 PLAN
OF WESCO AIRCRAFT HOLDINGS, INC. ET AL.

(RECORD HOLDER BALLOT FOR 1L NOTES CLAIMS)

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. (CT) on September 27, 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.veritaglobal.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***") are soliciting votes on the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***")[2] described in the ~~*Amended*~~ *Disclosure Statement for the* ***Modified*** *Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Amended Disclosure Statement***"). The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has approved the Amended Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by an order dated [•], 2024 [~~Docket~~**Dkt**. No. [•]]. The Court's approval of the Amended Disclosure Statement does not indicate its approval of the Modified Second Amended Plan.

You are receiving this ballot (the "***Registered Holder Ballot***") because you are the registered holder of notes identified in **Item 1** (the "***Class 4–1L Notes Claims***") as of September 3, 2024 (the "***Voting Record Date***"). As such, you have the right to vote to accept or reject the Modified Second Amended Plan ~~and~~**,** to opt out of the Third-Party Releases contained in the Modified Second Amended Plan**, and to indicate your preference to elect application of section 1111(b)(2) of the Bankruptcy Code**. If you hold Claims in more than one Class, you should receive a Record 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 dba Verita Global
www.veritaglobal.net/incora/inquiry
(877) 499-4509 (toll-free)
+1 (917) 281-4800 (international)

Your rights are described in the Amended Disclosure Statement, which is included in the package (the "***Re-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 Verita Global (the "***Solicitation Agent***") at no charge by: (a) accessing the Debtors' restructuring website with the Solicitation Agent at https://veritaglobal.net/incora/; (b) writing to Incora Ballot Processing Center, c/o Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Solicitation Agent at (877) 499-4509 (U.S./Canada toll-free) or +1 (917) 281-4800 (international); or (d) submitting an inquiry at http://www.veritaglobal.net/incora/inquiry.

This Registered Holder Ballot may not be used for any purpose other than for (a) casting your vote to accept or reject the Modified Second Amended Plan, (b) opting out of the Third-Party Release contained in the Modified Second Amended Plan, ~~and~~ (c**) indicating your preference to elect application of section 1111(b)(2) of the Bankruptcy Code, and (d**) making certain certifications with respect to your vote. If you believe you have received this Record Holder Ballot in error, or if you believe that you have received the wrong Registered Holder Ballot, please contact the Solicitation Agent ***immediately*** at the address, telephone number, or email address set forth above.

[2] Capitalized terms used but not defined in this Record Holder Ballot have the meanings ascribed to them in the Modified Second Amended Plan.

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

You must submit a Registered Holder Ballot reflecting your vote in time for the Solicitation Agent to receive it at or before the Voting Deadline. If your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count. **All section 1111(b) elections must also be received by the Solicitation Agent at or before the Voting Deadline; otherwise, such elections will not count.**

INSTRUCTIONS FOR COMPLETING BALLOT

If the Solicitation Agent does not *actually receive* your Ballot on or before September 27, 2024, at 5:00 p.m. (CT), 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 Amended Disclosure Statement that you have received in your Re-Solicitation Package.

The Modified Second Amended Plan is attached to the Amended Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Modified Second Amended Plan and the Amended Disclosure Statement. **Please note that Article VIII of the Modified Second Amended 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 Modified Second Amended Plan setting forth the Third-Party Release are quoted in full on this Record Holder Ballot. **If you ~~vote on the Modified Second Amended Plan, or if you~~ do not check the opt-out box in Item 2 of your Record 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 Modified Second Amended 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 on the Modified Second Amended Plan or declining to vote on the Modified Second Amended Plan~~ **and** ~~(b)~~ checking the opt-out box in Item 2 of your Ballot. The treatment of your Claim under the Modified Second Amended Plan will not be affected in any way if you opt out of the Third-Party Release. If you vote to accept the Modified Second Amended Plan, you will be deemed to have consented to the Third-Party Releases.

WHAT IS THE SECTION 1111(B) ELECTION?

Except as otherwise provided in section 1111(b) of the Bankruptcy Code, an 1111(b) Election can be made as to a Class if at least two-thirds in amount and more than half in number of Allowed Claims within such Class elect application of section 1111(b)(2) of the Bankruptcy Code.

When is my Ballot due?

Your vote must be ***actually received*** by the Solicitation Agent at or before the Voting Deadline. The Voting Deadline is **September 27, 2024, at 5:00 p.m. (CT)**, unless it is extended. You are not required to vote but you will be bound by the Modified Second Amended Plan if it is confirmed, regardless of whether or not you cast a Record Holder Ballot.

How do I submit my Ballot?

You may submit your Ballot in paper form or electronically to the Solicitation Agent via electronic mail at IncoraBallots@veritaglobal.com, 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 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 Verita Global, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245. To coordinate hand delivery, email the Solicitation Agent at http://www.veritaglobal.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, please email your ballot to **IncoraBallots@veritaglobal.com**.

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 **(as defined in the Amended Disclosure Statement)** 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 electronically 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~~**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 (877) 499-4509 (toll-free in the U.S. and Canada) or +1 (917) 281-4800 (international), or visit the Debtors' restructuring website at: https://www.veritaglobal.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
1L Notes Claim	**$[•]**

ITEM 2: VOTE ON PLAN

You vote to (check only one):

☐ **Accept** (vote **for**) the Modified Second Amended Plan as to each Debtor

☐ **Reject** (vote **against**) the Modified Second Amended Plan as to each Debtor

The Debtors recommend that you vote to accept the Modified Second Amended Plan.

ITEM 3: OPT-OUT OF THIRD-PARTY RELEASE

The Modified Second Amended 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 Modified Second Amended 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, the 2026 Indenture, and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures and the 2026 Indenture; (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 does not elect to opt out of the Third-Party Release; (m) with respect to each of the Entities in the foregoing clauses (a) through (*l*), each such Entity's current and former Related Parties; *provided* 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. For the avoidance of doubt, in accordance with Dkt. No. 1727, no member of the 2024/2026 Noteholder Group (or any Related Party thereof) shall be a Releasing Party or a Released Party.

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: (a) 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; (b) 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; (c) 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; (d) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (e) 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; (f) 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; (g) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (h) 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 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, (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim, or (f) any Cause of Action under or relating to any cooperation agreement entered by holders of 2024 Unsecured Notes and/or 2026 Notes.

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 Modified Second Amended Plan:

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

ITEM 4: SECTION 1111(B) ELECTION

Check the following box only if you wish to indicate your preference that the class of 1L Notes Claims elect application of section 1111(b)(2):

☐ **Elect application of section 1111(b)(2)**

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 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 3 TO THE PROPOSED ORDER

AMENDED 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 MODIFIED SECOND AMENDED CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED DEADLINES

PLEASE TAKE NOTICE THAT on January 12, 2024, the Debtors filed the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Docket~~**Dkt.** No. 1223] (the "***Modified First Amended Plan***"). By order of the United States Bankruptcy Court for the Southern District of Texas (the "***Court***"), the Debtors solicited the votes of certain claimants on the Modified First Amended Plan from January 18, 2024 to May 3, 2024. The Debtors subsequently filed the *Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Docket~~**Dkt.** No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the ~~*Second*~~ *Modified* ***Second Amended*** *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.*~~,~~ (the "***Modified Second Amended Plan***") [~~Docket~~**Dkt. No. 2027]. (as further modified on September 5, 2024 at Dkt.** No. [•]~~]~~**)**. Among other things, the Modified Second Amended Plan alters the proposed distributions to certain classes of creditors, including the 1L Notes Claims (Class 4) and the 2026 Notes Claims (Class 6).

PLEASE TAKE NOTICE THAT on [•], 2024, the Court entered an order [~~Docket~~**Dkt**. No. [•]] (the "***Amended Disclosure Statement Order***") that, among other things: (a) approved

[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.veritaglobal.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [~~Docket~~Dkt. No. [•]] (the "***Amended 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 of the Modified Second Amended 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 **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, 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. Parties may appear at the Confirmation 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 the Modified Second Amended 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 Modified Second Amended Plan (including with regard to the treatment of Executory Contracts and Unexpired Leases thereunder) is **September ~~13~~20, 2024, at 5:00 p.m. (CT)** (the "***Confirmation Objection Deadline***"). Any objection to the Modified Second Amended 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 (e) be filed with the Court on or before the **Confirmation Objection Deadline**.

PLEASE TAKE FURTHER NOTICE THAT holders of Claims entitled to vote on the Modified Second Amended Plan will receive (i) copies of the Disclosure Statement Order and the Amended Disclosure Statement (including the Modified Second Amended 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 Modified Second Amended Plan and opting out of the Third-Party Releases contained in the Modified Second Amended Plan.

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

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 the date for determining which holders of Claims are entitled to vote on the Modified Second Amended Plan is September 3, 2024 (the "***Voting Record Date***").

PLEASE TAKE FURTHER NOTICE THAT the deadline for eligible creditors to vote on the Modified Second Amended Plan ~~or~~, opt out of the Third-Party Releases**, or indicate their preference to elect application of section 1111(b)(2) of the Bankruptcy Code (if applicable)** is **September 27, 2024, at 5:00 p.m. (CT)** (the "***Voting Deadline***"). To vote on the Modified Second Amended Plan or opt out of the Third-Party Releases, you must: (a) follow the instructions on your Ballot carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot 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 d/b/a Verita Global (the "***Solicitation Agent***") on or before the Voting Deadline. If you believe you are entitled to vote on the Modified Second Amended Plan, but have not received a Ballot, please contact the Solicitation Agent immediately.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Amended Disclosure Statement, including the Modified Second Amended 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 the Solicitation Agent at (877) 499-4509 (U.S./Canada) or +1 (917) 281-4800 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita, 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 Modified Second Amended Plan.

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Modified Second Amended 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 Modified Second Amended 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: (a) 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; (b) 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; (c) 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; (d) the assumption, rejection, or amendment of any Executory Contract and/or Unexpired Lease; (e) 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; (f) 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; (g) the 2022 Financing Transactions, the Financing Litigation or the settlement thereof, including pursuant to the Global Settlement; or (h) 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 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, (e) the right of any Releasing Party to receive any distribution under the Plan or payment of any Cure Claim, or (f) any Cause of Action under or relating to any cooperation agreement entered by holders of 2024 Unsecured Notes and/or 2026 Notes.

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, the 2026 Indenture, and the PIK Notes Indenture; (h) BOKF, in its capacity as current and/or former indenture trustee under the Unsecured Notes Indentures and the 2026 Indenture; (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 does not elect to opt out of the Third-Party Release; (m) with respect to each of the Entities in the foregoing clauses (a) through (*l*), each such Entity's current and former Related Parties; *provided* 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. For the avoidance of doubt, in accordance with Dkt. No. 1727, no member of the 2024/2026 Noteholder Group (or any Related Party thereof) shall be a Releasing Party or a Released Party.

Article VIII of the Modified Second Amended 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~~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~~any Appellate Litigation or any action to enforce the terms of this Plan, the Confirmation Order, any other Definitive Document, or other document, instrument, or agreement executed to implement this Plan, the Confirmation Order or any other Definitive Document. The injunctions set forth in this ~~Article VIII.G~~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: ~~August~~September [•], 2024

Sincerely,

/s/

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Martha Wyrick (TX Bar No. 24101606)
Re'Necia Sherald (TX Bar No. 24121543)
HAYNES AND BOONE, LLP

1221 McKinney Street, Suite 4000
Houston, TX 77010
Telephone: 1 (713) 547-2000
Email: Charles.Beckham@HaynesBoone.com
Patrick.Hughes@HaynesBoone.com

Martha.Wyrick@HaynesBoone.com
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 (877) 499-4509 (U.S./Canada) or +1 (917) 281-4800 (International), or visit www.veritaglobal.net/incora.

~~Exhibit 1 to the Motion~~

~~Blackline of Amended Disclosure Statement~~