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

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

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE MODIFIED SECOND AMENDED CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED DEADLINES IN THE NEW YORK TIMES, THE FINANCIAL TIMES AND THE DALLAS MORNING NEWS

This Affidavit of Publication includes the sworn statements verifying that the Notice of Hearing to Consider Confirmation of the Modified Second Amended Chapter 11 Plan Filed by the Debtors and Related Deadlines was published and incorporated by reference herein as follows:

1. In *The New York Times* on September 13, 2024, attached hereto as **Exhibit A**.

2. In *The Financial Times* on September 13, 2024, attached hereto as **Exhibit B**.

3. In *The Dallas Morning News* on September 13, 2024, attached hereto as **Exhibit C**.

[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.

Exhibit A

The New York Times Company

620 8th Avenue
New York, NY 10018
nytimes.com

PROOF OF PUBLICATION

September 13, 2024

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

9/13/2024, NY/NATL, pg B3

Larnyce Tabron

JOHN MCGILL
Electronic Notary Public
Commonwealth of Virginia
Registration No. 8038092
My Commission Expires Dec 31, 2027

Digitally signed by John McGill
Date: 2024.09.13 15:41:34 -04'00'



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

In re: **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*, 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.* [Dkt. No. 1221] (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.* [Dkt. No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***") [Dkt. No. 2027], (as further modified on September 5, 2024 at Dkt. No. 2082). 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 September 5, 2024, the Court entered an order [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***"), that, among other things: (a) approved the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (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.

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 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. 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, 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/cincinnati) or from the Solicitation Agent at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Wesco 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, ever 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 any 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 Core 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 recoup, or cause any other Entity to treat, any stock (within the meaning of Section 382(k)(6)(D) of the Internal Revenue Code of 1986, as amended) of any Debtor held by any 5%-Percent Shareholder as "becoming worthless" (within the meaning of Section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended), with respect to any taxable year ending prior to the Effective Date.

With respect to any Covered Entity, no Entity or Person may commence or continue any action, employ any process, or take any other act to pursue, collect, recover or offset any Claim, Interest, debt, obligation, or Cause of Action relating or reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Released Matter, Covered Matter, or Covered Exculpation Matter (including one that alleges the actual fraud, gross negligence, or willful misconduct of a Covered Entity), unless expressly authorized by the Bankruptcy Court after (1) it determines that, after notice and a hearing, such Claim, Interest, debt, obligation, or Cause of Action is colorable and (2) it specifically authorizes such Entity or Person to bring such Claim or Cause of Action. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether any such Claim, Interest, debt, obligation, or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI, shall have jurisdiction to adjudicate such underlying colorable Claim, Interest, debt, obligation, or Cause of Action. Notwithstanding the foregoing, this paragraph shall not apply to the Langur Maize Retained Causes of Action.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any Entity from bringing 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 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.

Dated: September 5, 2024. Sincerely, */s/ Charles A. Beckham, Jr.* Charles A. Beckham, Jr. (TX Bar No. 24026923), Patrick J. Hughes (TX Bar No. 24027300), Martha Wyrick (TX Bar No. 24101606), Re'Becca Sherald (TX Bar No. 24121643), 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, Rebecca.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: DDunne1@Milbank.com, SKhalil@Milbank.com, BSchak@Milbank.com, Counsel to the Debtors and Debtors in Possession

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

The Debtors operate under the trade name Wesco and have previously used the trade names Wesco, Patterman, 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/wesco/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

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.

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

In re: **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*, Debtors.	Case No. 25-90611 (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.* [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.* [Dkt. No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***") [Dkt. No. 2027]. (as further modified on September 5, 2024 at Dkt. No. 2082). 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 September 5, 2024, the Court entered an order [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (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 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. 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, 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.

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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 of 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 any of its Related Parties that are also holders of Claims or Interests 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, 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 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 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.

Dated: September 5, 2024, Sincerely, */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*

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

[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.

[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.

ECONOMY

Japan Braces as Era of 'Free' Home Loans Comes to End

FROM FIRST BUSINESS PAGE

could be a drag on Japan's economy, which has already faltered over the past year because of weak household spending.

The prospect of rising interest rates is troubling homeowners, Mr. Shiozawa said. "It has been almost 20 years since we have experienced a rate hike, so it is causing a commotion," he said.

She found a bigger apartment and a lower mortgage.

When Kaori Yonemoto, an accountant at a semiconductor-related company in Tokyo, turned 32, she calculated how much she had spent on rent throughout her life. She decided she needed to buy her own home.

Ms. Yonemoto's first apartment, a two-bedroom unit in central Tokyo near a rail station designed by the Japanese architect Kengo Kuma, was not cheap. It cost over $500,000, more than eight times her annual salary at the time.

Nonetheless, she figured it was worth it — money was essentially free.

She contacted an online bank and secured a rate of 0.527 percent for a floating-rate loan with no down payment. Her monthly payment was around $1,500.

That was five years ago. Ms. Yonemoto is now married with a 2-year-old son. She is selling her apartment and moving into a larger one in the same building. To buy her new apartment, she went to a different bank and secured a floating-rate loan currently at 0.325 percent.

Along the way, Ms. Yonemoto started sharing her experience as a borrower on Instagram, offering advice and hoping to demystify home buying for people like her. These days she is closely following news about the Bank of Japan.

If rates go to around 1 percent, "I don't think it would be too much of a strain on our lives," she said. "But if it goes up to 2 percent, I am going to start thinking, 'Wait. . . . '"

The Bank of Japan's decision to increase rates this year for the first time in 17 years was based partly on the belief that consumers could handle the hit to things like their mortgages, given that many of Japan's large companies had recently provided big salary bumps.

Some experts are not so sure. Japan's economy grew 0.8 percent in the April-to-June quarter, driven by a rebound in consumption, but this followed a long period of weak spending when wage growth lagged behind inflation.

Older homeowners may have savings to draw on to cushion against higher interest rates. "Those who will suffer are younger families with mortgages," said Stefan Angrick, a senior economist at Moody's Analytics in Tokyo.

"People say it's just a small increase, but Japan has had very little growth — very little inflation — for decades," he said. "It's an entire economy that operates on a scale of small numbers."

Indeed, some homeowners say that super-low rates were the primary reason they chose to purchase property in Japan.

Larry Kelly, an American working as an English teacher in Tokyo, said the 1.25 percent rate he had secured on a 34-year fixed-rate loan from a Japanese bank led him to stop renting and buy a home seven years ago, when he was 38.

Today, he pays about $450 a month for his three-bedroom home in western Tokyo.

When Mr. Kelly told relatives in the United States about his home purchase, he noted, they jokingly suggested that he had secretly become very wealthy after moving to Japan. "No, you don't have to be rich to buy a home here," Mr. Kelly recalls telling them.

Everyone wants to know: What will the central bank do?

While there have not been signs that rising rates have prompted a big decline in new home purchases, Japanese homeowners are beginning to become unsettled.

In 2022, when the central bank announced that it would adjust its policies to allow long-term rates to rise, the mortgage comparison website Moge Check crashed because of a surge in traffic.

Mr. Shiozawa, whose company runs Moge Check, said engineers had since increased the capacity of the site's computer servers.

Traffic to Moge Check's site doubled on July 31, when the Bank of Japan raised interest rates. Mr. Shiozawa said he had received an influx of inquiries from mortgage holders concerned about how the bank's decision would affect their rates.

Generally, Japanese people have a strong dislike of loans, he said. Some of that aversion has been passed down to younger home buyers by older generations who remember when rates were a lot higher.

In the late 1980s, real estate and stock market prices in Japan shot up and homeowners at some points faced mortgage rates above 8 percent. When that asset-price bubble burst in the early 1990s, Japan's economy slowed to a crawl, and anxious households began to save more.



PHOTOGRAPHS BY NORIKO HAYASHI FOR THE NEW YORK TIMES



Some economists worry that higher mortgage rates in Japan could eat into household spending and slow the economy. Kaori Yonemoto, at left, with her family in an apartment she bought in Tokyo. Her floating mortgage rate is at 0.325 percent.

> ***'It's an entire economy that operates on a scale of small numbers.'***
>
> Stefan Angrick, a senior economist at Moody's Analytics in Tokyo.

Mr. Shiozawa said he was concerned that higher mortgage rates could affect the confidence of homeowners, who already have a tendency to scrimp on other purchases to pay back mortgages as quickly as possible.

"If you are using your money on paying back loans early, you are not spending it elsewhere," Mr. Shiozawa said. He added that it was one of a number of not-so-visible ways that higher interest rates could put the brakes on the economy: The consumption mind-set of homeowners "freezes."

Slide Persists As Rates Drop To 6.2 Percent On Mortgages

By DANIELLE KAYE

Mortgage rates fell this week to the lowest point in over a year and a half, as markets reacted to economic data showing a slowing economy.

The average rate on 30-year mortgages, the most popular home loan in the United States, dropped to 6.2 percent this week, Freddie Mac reported on Thursday. The decline, from 6.35 percent a week earlier, left rates more than half a percentage point lower than six weeks ago.

Here's what else to know about the decline in mortgage rates:

A continuing trend

This week's dip extends a downward trend that started in April and intensified in early August, when mortgage rates saw their biggest weekly drop of the year. But mortgage costs are still twice as high as they were three years ago, when the average 30-year rate stood at around 3 percent.

Many potential sellers remain reluctant to put their homes on the market, unwilling to part with lower rates on their existing mortgages.

A plethora of reasons

Mortgage rates are influenced by a range of factors, including moves by the Federal Reserve and the market-based yields on government bonds.

U.S. Treasury yields have drifted lower in recent months, responding to economic data showing a slowing economy, with inflation cooling and the job market shifting to a lower gear. Next week, the Fed is expected to start cutting interest rates for the first time since early 2020.

Hints of movement

There are signs that lower borrowing costs have started to spur more activity among home buyers and sellers. But significant movement in the market is likely to take more time.

"Despite the improving mortgage rate environment, prospective buyers remain on the sidelines, as they negotiate a combination of high house prices and persistent supply shortages," Sam Khater, Freddie Mac's chief economist, said in a statement.

European Central Bank Reduces Rates to 3.5%

By ESHE NELSON

FRANKFURT — The European Central Bank cut interest rates on Thursday for the second time in three months, as it continued the slow unwinding of the aggressive stance the bank took to stamp out high inflation in the eurozone.

Central bank officials, who set rates for the 20 countries that use the euro currency, lowered the deposit rate a quarter percentage point, to 3.5 percent from 3.75 percent. Inflation has slowed and the central bank has faced pressure to help the region's ailing economy: Growth has been weak for more than a year, in part because of anemic household spending and high interest rates holding back investment.

Still, policymakers have been cautious, lowering rates slowly from their record high because of concerns about stubborn inflation in the services sector, which includes hospitality businesses and insurance. The move on Thursday comes after the central bank cut rates in June, the first decrease since 2019.

"It was perfectly appropriate" to cut interest rates, Christine Lagarde, the president of the bank, said in a news conference in Frankfurt, given the eurozone's "gradual disinflationary process."

But she offered few hints about the timing of future rate cuts, saying the bank was "not pre-committing to a particular rate path."

Even as inflation has dropped from double-digit highs in the eurozone, policymakers there, like those in Britain and the United States, have only tentatively begun the process of easing monetary policy. After leaving rates at high levels for an extended period, central bank officials have become more confident that their actions have stopped high inflation from becoming embedded. But wary of declaring victory over inflation early, officials are expected to keep rates high enough to keep economies from overheating.

Next week, the U.S. Federal Reserve is widely expected to cut rates for the first time in more than four years after inflation slowed to 2.5 percent in August. The Bank of England cut rates last month for the first time since early 2020. But interest rates are still far away from what economists call the neutral rate, a level that neither boosts nor restricts the economy.

> ***The second cut in three month comes as inflation has slowed.***

In the eurozone, inflation averaged 2.2 percent in the year through August, down from 2.6 percent the previous month, according to the region's statistics agency. But even as the headline rate of inflation was pulled down by lower energy prices and slower price growth for industrial goods, services inflation accelerated, an uncomfortable trend for central bank officials. Ms. Lagarde said special attention needed to be paid to wage growth, corporate profits and productivity growth, which heavily influence prices in the sector.

However, policymakers have said that in general inflation is evolving as they expect. After ticking up later this year as energy prices slow less than they did last year, inflation is forecast to slow to the bank's 2 percent target by the end of 2025.

Economic data "comforts us in our confidence that we are heading toward our target in a timely manner," Ms. Lagarde said.

On Thursday, the bank's staff slightly downgraded their forecasts for the region's economic growth, noting that investment and consumer spending were weighed down by high interest rates. The bank projects growth of 0.8 percent this year and 1.3 percent in 2025.

Investors are betting that the central bank will cut rates again in December, though some increased bets for a rate cut at the bank's next meeting in October.

"A weakening eurozone growth outlook should be the trigger to eventually go for more aggressive rate cuts," Carsten Brzeski, an economist at ING Bank, wrote in an analyst note. This would probably happen next year, he added.

But where interest rates finally land is still an open question.

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.* [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.* [Dkt. No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***") [Dkt.No.2027]. (as further modified on September 5, 2024 at Dkt.No. 2082). 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 September 5, 2024, the Court entered an order [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (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 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. 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, 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 (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita, 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, 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 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 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.

Dated: September 5, 2024, Sincerely, */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*

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

[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.

[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.

Exhibit B

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF: *{ Verita }*

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

I, Jonathan Florez, being duly sworn, hereby certify that (a) I am the Account Planner, US Advertising of FT Publications, Inc. Publisher of the FINANCIAL TIMES, a daily newspaper published worldwide, and of general circulation in the city and county of New York, and (b) that the Notice of which the annexed is a copy was published in THE FINANCIAL TIMES ON THE:

13th Day of September 2024.

Jonathan Florez, ACCOUNT PLANNER, **ADVERTISING:**

Signature:

JESSICA WONG
Notary Public - State of New York
NO. 01WO6203455
Qualified in Kings County
My Commission Expires 4/16/2025

Date: 09/13/2024

Case 23-90611 Document 1611 Filed in TXSB on 09/25/24 Page 8 of 8

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

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

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.* [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.* [Dkt. No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***") [Dkt. No. 2027]. (as further modified on September 5, 2024 at Dkt. No. 2082). 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 September 5, 2024, the Court entered an order [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (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 "Judgelsgur". 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 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. 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, 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 (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita, 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 have opted out from the Third-Party Release provisions by timely submitting a Ballot or a form 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 but is also a holder of a Claim or Interest in any other 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, 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 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 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.

Dated: September 5, 2024, Sincerely, */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*

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

[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.

[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.

COMPANIES & MARKETS

Orcel springs a surprise on the German elite

UniCredit plots Commerzbank tie-up but there is potential for resistance from Berlin, the unions and shareholders

OWEN WALKER — LONDON
SILVIA SCIORILLI BORRELLI — MILAN
OLAF STORBECK — FRANKFURT



UniCredit boss Andrea Orcel, left, and Jens Weidmann, the former central bank governor who chairs the supervisory board at Commerzbank
FT montage/Bloomberg

UniCredit's announcement on Wednesday morning that it had built a 9 per cent stake in Commerzbank caught the German establishment by surprise. But the move was at least seven years in the making.

Shares in Commerzbank rose 17 per cent as investors bet that the purchase would lead to a full-blown bid by UniCredit, which has been the subject of takeover rumours since chief executive Andrea Orcel took charge more than three years ago.

The move paves the way for a deeper tie-up between the second-biggest listed lenders in Italy and Germany, potentially leading to one of the most significant cross-border mergers in European banking and kick-starting a much-anticipated consolidation wave across the continent's fragmented banking sector.

"Orcel is making clear that UniCredit will be the largest consolidated bank in Europe, and that is what Europe needs," said Cole Smead, chief executive of UniCredit shareholder Smead Capital Management.

Since the former Merrill Lynch and UBS dealmaker took over at UniCredit, he has done little to quash speculation he would embark on a big takeover. In May, Orcel said that "theoretically, most of the rumours are true inasmuch as, in every single market, we look at every possible target."

The bank's estimated €6bn of excess capital has only added to the talk.

A tie-up between UniCredit and Commerzbank has been discussed between the two sides on several occasions over the past few years, the FT has reported. And the Milan-based lender had discussed its interest in its German rival with German officials on many occasions before this week, according to people with knowledge of the talks.

The deal is viewed as the most likely in Europe by M&A bankers given potential synergies between Commerzbank and UniCredit's HypoVereinsbank German subsidiary.

UniCredit has requested permission from the ECB to boost its Commerzbank stake to above 9.9 per cent, and executives at the German lender were on Wednesday considering the approach, according to people briefed on internal discussions.

Yesterday morning, Orcel confirmed that UniCredit was considering increasing its stake and potentially merging with Commerzbank.

"We think there is space, given fragmentation of the market, to add further value by consolidating," he said in an interview with Bloomberg TV. "If there is the basis to do that constructively and strengthen what we can provide to the German economy and Europe, then that is a great move for UniCredit."

While Orcel is the first chief executive at UniCredit to make a public move on the German lender, UniCredit executives first approached German officials about a potential deal as early as 2017. At that time, they decided not to pursue talks due to political opposition to cross-border deals in Germany and the Milan-based lender's own restructuring plans.

Two years later, UniCredit under chief executive Jean-Pierre Mustier prepared a bid to take control of Commerzbank, which received a €23bn state bailout during the financial crisis.

The plan offered an alternative to the merger that the German lender was then discussing with domestic rival Deutsche Bank.

The idea was to combine Commerzbank with HypoVereinsbank, a more complementary fit than the Deutsche proposal that could mean fewer job cuts and branch closures. HypoVereinsbank, which is predominantly based in Bavaria and the Hamburg area, had less overlap with Commerzbank's nationwide business. Mustier was also prepared to consider listing the merged bank in Germany, a suggestion that proved politically toxic in Italy and hastened the Frenchman's exit in 2021.

Talks over both deals fell through, however, and the German state was left with a roughly 16 per cent stake in the bank.

UniCredit revived its interest in Commerzbank soon after Orcel, who succeeded Mustier, aborted a deal to buy Italian lender Monte dei Paschi di Siena in late 2021.

Informal talks were planned between Orcel and Manfred Knof, his opposite number at Commerzbank, in early 2022. But they were abandoned after Russia's full-scale invasion of Ukraine forced UniCredit to prioritise dealing with its Russian subsidiary.

Under the original plans, a merger between Commerzbank and HypoVereinsbank would have created a powerhouse in Germany with €785bn in assets, 1,000 branches and 48,000 employees — second only to Deutsche Bank.

> 'This is not only a financial deal, it is a political deal'
> Banker

> 'We will fight such a transaction tooth and nail'
> Union official

UniCredit was then prepared to amass a sizeable stake in Commerzbank and merge the German lender with HypoVereinsbank.

The combined entity would have been based in Germany, while UniCredit would have maintained its headquarters and listing in Milan. Commerzbank would have retained a free float of shares listed on the Frankfurt stock exchange.

There is uncertainty about how UniCredit would seek to structure any deal this time around.

However, the Commerzbank deal follows a similar model UniCredit used when it bought a 9 per cent stake in Alpha Bank from the Greek state last year. Investors thought the Alpha Bank purchase was a way of UniCredit testing the water in advance of building a bigger position over time — something that has yet to happen.

While there is expectation among some UniCredit investors and bank insiders that it could take the same tack with Commerzbank, there are potential roadblocks to a full takeover.

The German government — which is still the biggest shareholder in Commerzbank with a 12 per cent holding — could demand that the lender retain a listing in the country as well as its own domestic supervisory board, which is chaired by Jens Weidmann, the former German central bank governor.

"Germany needs to have domestic banks to finance its economy, the Mittelstand; and Commerzbank is key here," said a banker who has experience negotiating with the German government.

"This is not only a financial deal, it is a political deal, and UniCredit will need to be careful how they deal with the German government."

UniCredit also faces resistance from Germany's unions over potential job cuts and a shift in power from Frankfurt to Milan.

"We will fight such a transaction tooth and nail," said Stefan Wittmann, an official at Germany's services sector union and a Commerzbank supervisory board member. "If necessary, we will also organise public protests."

There is a scenario where Deutsche Bank would renew interest in its domestic competitor and launch a rival bid, having failed to strike a deal five years ago. However, people close to Deutsche said the bank's recovery in recent years made it much less interested in pursuing a deal.

Another potential hurdle for UniCredit is if its investors — who have enjoyed a 230 per cent share price gain over the past three years — push back against the deal because of concerns it might affect the bank's promise of returns to shareholders. The bank has committed to returning €8.6bn, its entire 2023 profit pool, to investors in the form of buybacks and dividends, and has built an expectation of further returns.

Orcel has been clear with investors that he would only pursue a transaction if it met certain conditions, including a 15 per cent return on investment.

However, his empire-building met a muted response on Wednesday. Shares in UniCredit closed flat, giving the bank a market value of €59bn — three times that of Commerzbank.

One top 10 shareholder said that they did not expect the return policy to be affected even if UniCredit were to increase its stake in Commerzbank.

"It's not an either-or," the shareholder told the FT. "On paper, it's the best match [for UniCredit]. It's a good deal if they can clear it, but whether they can, we will see."

Banks

Share buyback programme under scrutiny

OLAF STORBECK — FRANKFURT
GUY CHAZAN — BERLIN
OWEN WALKER — LONDON

Commerzbank has discussed the future of its share buyback programme after Italian lender UniCredit built a 9 per cent stake in the German bank in what could be the opening move of a full takeover bid.

The boards of Germany's second-largest listed lender have agreed to "put everything under review" while they try to assess the intentions of UniCredit chief executive Andrea Orcel towards the bank, according to people familiar with internal discussions.

Orcel confirmed yesterday that UniCredit was considering whether to increase its stake in its German rival, as well as the potential for a merger.

One of the items under scrutiny by Commerzbank's boards is the bank's current commitment to buy back additional shares, some of the people said.

Board members of the lender, which is still 12 per cent owned by the German government, are concerned that UniCredit's stake would automatically rise if the bank continues to buy back shares, assuming the Italian rival does not sell any of the stock it holds.

Commerzbank announced last month it was seeking regulatory approval to buy back another €600mn in shares, close to 3.5 per cent of its current market capitalisation.

According to Financial Times calculations, UniCredit's stake would rise to 9.33 per cent without the Italian bank buying any further shares.

Commerzbank told the FT in a statement: "While many things are under review in such a situation, there are no considerations to suspend the share buyback programme. Our plans remain unchanged. We are waiting for the approval [from regulators] and will then start."

Commerzbank has increased returns to shareholders over the past two years as its performance has strengthened following a turnaround programme under outgoing chief executive Manfred Knof.

The bank last year launched the first share buyback in its 154-year history and has since acquired €720mn of its own stock. In 2022 it resumed dividend payments for the first time since 2018, and last year increased the payouts by 75 per cent to €0.35 a share. Analysts expect another 46 per cent rise in dividends to €0.51 a share for 2024.



Commerzbank has increased returns to shareholders in the past two years

Commerzbank's management, which was taken by surprise by UniCredit's move on the bank, had its first conversations with Orcel ahead of the emergency board meetings.

People familiar with the matter described it as a courtesy call that did not include detailed discussions about Orcel's future plans.

Decision-makers at Commerzbank will need a much more detailed understanding of UniCredit's intentions before they can assess the case for any tie-up and its alternatives.

Employee representatives, who under German law hold half the seats on the supervisory board, have already said they would seek to scupper any deal and pressed management to safeguard the bank's independence. However, executives stressed that they were legally required to assess the options.

One person familiar with the discussions pointed out that it could be difficult, if not impossible, to come up with a standalone case for Commerzbank that is economically superior to a takeover.

European Central Bank president Christine Lagarde told journalists yesterday that "clearly cross-border mergers have been hoped for by many authorities and it will be very interesting to see that process unfold in the weeks to come".

Legal Notices

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.* [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.* [Dkt. No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***") [Dkt. No. 2027]. (as further modified on September 5, 2024 at Dkt. No. 2082). 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 September 5, 2024, the Court entered an order [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (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 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. 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, 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 (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita, 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, 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 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 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.

Dated: September 5, 2024, Sincerely, */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*

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

[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.

[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.

Exhibit C

The Dallas Morning News

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared David Ferster, Advertising Representative for *THE DALLAS MORNING NEWS* being duly sworn by oath, states the attached advertisement of: **Ad# 979**

MILLER ADVERTISING

Appeared in *The Dallas Morning News* on ***9/13/2024***

David Ferster
Dallas Morning News Sales Operations

Sworn to and subscribed before me this Date: 09/19/2024

DANIEL NAVARRO
Notary Public, State of Texas
Comm. Expires 03-22-2028
Notary ID 134822067

Daniel Navarro
Notary Public, State of Texas

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.* [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.* [Dkt. No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***") [Dkt. No. 2027]. (as further modified on September 5, 2024 at Dkt. No. 2082). 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 September 5, 2024, the Court entered an order [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (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 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. 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, 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 (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita, 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, 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 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 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.

Dated: September 5, 2024, Sincerely, */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*

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

[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.

[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.

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INVITATION FOR BIDS

BID NUMBER 69-24-05 **DATE: SEPTEMBER 4, 2024**

Formal bids will be received through the Bonfire website located at https://www.thecolonytx.gov/366/Bidder-Registration until 2:00 p.m., local time, Wednesday, October 2, 2024. **There is no fee for registering or bidding on this project through Bonfire.** If hand-delivered, bids are to be turned in to the City of The Colony receptionist, 6800 Main Street, The Colony, Texas 75056-1133 in a sealed envelope marked with the project name/bid number and will be received until 2:00 p.m. local time, Wednesday, October 2, 2024.

TRAFFIC SIGNALS AT
MAIN STREET AND NASH DRIVE
BID # 69-24-05 TRAFFIC SIGNALS AT MAIN STREET AND NASH DRIVE

PRE-BID AT 10:00 A.M., WEDNESDAY, SEPTEMBER 25, 2024 AT 6800 MAIN STREET, THE COLONY, TEXAS.
ALTHOUGH NOT MANDATORY, BIDDERS ARE STRONGLY URGED TO ATTEND THIS CONFERENCE.
ANY MISUNDERSTANDINGS DUE TO NON-ATTENDANCE WILL NOT BE REASON FOR LETTING A BIDDER OUT OF THE BID.

Results will be read at 2:10 p.m., Wednesday, October 2, 2024.

The scope of work consists of the construction of a traffic signal at the intersection of Main St (FM 422) and Nash Drive, and any other work deemed necessary by the City of The Colony. The work includes, but is not limited to, mobilization, preparation of right-of-way, traffic control, 4 drill shaft foundations (24'', 30'', 36'', and 48''), 4 mast arm traffic signal poles assemblies (24', 44', 55', and 60'), 5 ped pole assemblies, open cut approximately 380 LF of conduit (2'', 3'', and 4''), bore approximately 581 LF of conduit (3'' and 4''), and any other work deemed necessary by the City. The opinion of probable construction cost for the overall project is $687,753. All of the above shall be done in accordance with TxDOT and NCTCOG specifications with the City's Addenda and as per instructions of the City Engineer. All construction sequencing and barricading will be done according to the city standards.

The successful bidder will be required to furnish Payment and Performance Bonds for 100% of amount bid and a two (2) year Maintenance Bonds in the amount of fifty thousand dollars ($50,000.00) or ten (10%) percent of the amount of the contract, whichever is greater, but not to exceed one hundred (100) percent of the contract amount, from a Surety licensed to do business in the State of Texas, within fifteen (15) days of the bid award. **The bidder must submit, prior to the bid opening time, proof of insurance and a Bid Bond (no cashier checks accepted) in the amount of five (5%) percent of the bid amount to Purchasing Manager (cdelossantos@thecolonytx.gov). Originals must be submitted in the bid packet OR received by the Purchasing Manager before the bid opening.** The winning bidder, upon City acceptance, will be required to provide the City with a minimum two (2) year maintenance bond. The maintenance bond shall be in the amount of fifty thousand dollars ($50,000.00) or ten (10%) percent of the amount of the contract, whichever is greater, but not to exceed one hundred (100) percent of the contract amount.

Specifications, bid proposal forms, addendums and instructions to bidders may be downloaded from the Bonfire website, also available from the offices of Huitt-Zollars, Inc at 5430 LBJ Freeway, Suite 1500, Dallas, TX 75240, phone (214) 871-331, attention John Ho, PE, for $50.00 per set.

Any questions regarding the bid process, procedures, plans, or specifications shall be submitted through Bonfire. All responses will be posted to Bonfire. Any addenda for this project will be posted on the Bonfire website where prospective bidders may download them. City of The Colony reserves the right to reject any or all bids, in whole or in part, to waive any informality in any bid, and to accept the bid which, in its discretion, is in the best interest of the City of The Colony.

Sincerely,
Cherise De Los Santos
Purchasing Manager, City of The Colony, 972-624-3145.

Bids & Proposals | Bids & Proposals | Legal Notices | Legal Notices

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

RFB 05860-PGB-01-CN-PD
PGBT Frontage Road Drainage Improvement at Custer Road

Project Description: Installation of pipe underdrain system adjacent to frontage road to capture runoff seeping from MSE retaining walls.

The North Texas Tollway Authority (NTTA) is accepting bids for the above mentioned solicitation until 10/17/2024 at 11:00 a.m. CT. Bidders are encouraged to upload their bids to NTTA's Marketplace (https://www.nttamarketplace.org). Bids will be read at a virtual bid opening meeting on 10/17/2024 at 3:00 p.m. CT. See RFB documents for meeting details.

A virtual pre-bid conference will be held on 10/3/2024 at 9:30 a.m. CT. See RFB documents for meeting details.

Email bidpurchasing@ntta.org for questions on registration or use of website.

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

RFB 05811-DNT-01-CN-TM
Dallas North Tollway Queue Warning System Construction Project

Project Description: NTTA is soliciting sealed bids for a two (2) year contract to procure and install the Queue Warning Detection System which includes Dynamic Message Signs (DMS), thermal cameras, and related ITS infrastructure as shown on the plans. The proposed Queue Warning System will be installed on the southbound direction of Dallas North Tollway (DNT) between Lemmon Ave and the exit to IH 35E.

NTTA is accepting bids until 10/10/2024 at 11:00 a.m. CT.

Vendors can register, download full project details and documents, submit questions and upload bids to NTTA's Marketplace (https://www.nttamarketplace.org).

Email bidpurchasing@ntta.org for questions on registration or use of website.

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

RFB 06127-NTT-00-GS-MA
2025 Supplemental Snow & Ice Removal Services

Project Description: Contractor to provide mechanical snow and ice removal services to supplement in-house forces during the 2024-2025 season.

NTTA is accepting bids until 10/2/2024 at 11:00 a.m. CT.

Vendors can register, download full project details and documents, submit questions and upload bids to NTTA's Marketplace (https://www.nttamarketplace.org).

Email bidpurchasing@ntta.org for questions on registration or use of website.

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

RFP 06161-NTT-00-GS-TM
Insurance Broker Services

Project Description: North Texas Tollway Authority (NTTA) is seeking insurance broker services for cyber, directors and officers, crime, pollution insurance, public officials' bonds and other insurance coverage as required. Services will also include consultation on coverage, placement and claim preparation.

NTTA is accepting responses until 10/11/2024 at 11:00 a.m. CT.

Vendors can register, download full project details and documents, submit questions and upload bids to NTTA's Marketplace (https://www.nttamarketplace.org).

Email bidpurchasing@ntta.org for questions on registration or use of website.

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

RFB 06099-NTT-00-CN-PD
2024 Systemwide Pavement Profiling

Project Description: Raising of concrete pavement slabs through soil densification and filling voids using a high-density polyurethane material at various locations on the NTTA roadway system. This project includes all related traffic control devices and services.

The North Texas Tollway Authority (NTTA) is accepting bids for the above mentioned solicitation until 10/17/2024 at 11:00 a.m. CT. Bidders are encouraged to upload their bids to NTTA's Marketplace (https://www.nttamarketplace.org). Bids will be read at a virtual bid opening meeting on 10/17/2024 at 3:00 p.m. CT. See RFB documents for meeting details.

A virtual pre-bid conference will be held on 10/3/2024 at 9:00 a.m. CT. See RFB documents for meeting details.

Email bidpurchasing@ntta.org for questions on registration or use of website.

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The Dallas Morning News

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Malt Beverage Retailer's On-Premise Permit by Osa Izakaya LLC dba Osa Izakaya, to be located at 9711 Plano Rd, Ste C, Dallas, Dallas County, Texas, 75238. Owner of said corporation is Yu Bai.

CITY OF FARMERS BRANCH NOTICE OF PUBLIC HEARING
ZONING CASE NO. 24-ZA-13

The City of Farmers Branch has received a Zoning Amendment request from Andrew Jones, Jones Commercial Interiors, for a private school (primary and secondary) on approximately 2.79-acres located at 4000 McEwen Road. The site is located within Planned Development District No. 90 (PD-90).
The City Council will hold a public hearing to consider this request on Tuesday, October 8, 2024 at 6:00 p.m. The hearing will take place in the City Council Chambers of City Hall, located at 13000 William Dodson Parkway, Farmers Branch, Texas.
If you have any questions concerning this request, please call Lily Sutton, at 972.919.2546.

LEGAL NOTICE
Application has been made with the Texas Alcoholic Beverage Commission for a WINE AND MALT BEVERAGE RETAILER'S OFF-PREMISE PERMIT (BQ) by BRAVE JOINT VENTURE LLC dba BRAVE FOOD MART, to be located at 6700 CROWLEY RD, FORT WORTH, TX 76134. The Officers of said corporation are SUGYAN SUBEDI (MANAGING MEMBER/OWNER).

City of Richardson
Public Hearing Notice

The Richardson City Council will conduct a public hearing at 6:00 p.m. on September 16, 2024,
in the Council Chambers, Richardson City Hall, 2360 Campbell Creek Blvd, Suite 525, Richardson, Texas 75082 to consider the adoption of a resolution approving
proposed updated Drainage Utility System Schedule of Charges and establish the drainage charges for the City drainage utility services.
The following charges shall apply
to all benefitted property as defined by the Municipal Drainage Utility Systems Act, as amended,
(the "Act") according to property type within the City,
unless exempt from such charges pursuant to the Act
or as set forth herein.

Single-Family Residential Property - All single-family residential properties: $5.25 per month.
All other non-exempt property - $0.147 per 100 square feet of impervious area per month with a minimum charge of $5.25 per month.

Persons or entities and property exempt under the Act:
a. State of Texas;
b. Collin and Dallas Counties;
c. City of Richardson;
d. School Districts; and
e. Property owned by a religious organization that is exempt from taxation pursuant to Section 11.20, Texas Tax Code.

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.* [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.* [Dkt. No. 1980] (as may be amended, supplemented, or otherwise modified from time to time). On August 23, 2024, the Debtors filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* (the "***Modified Second Amended Plan***") [Dkt. No. 2027]. (as further modified on September 5, 2024 at Dkt. No. 2082). 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 September 5, 2024, the Court entered an order [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (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 "Judgelsgur". 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 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. 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, 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 (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita, 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, 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 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 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.

Dated: September 5, 2024, Sincerely, */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*

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

[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.

[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.

Metrocare Services- Request for Proposal
Hillside Clinical Services Building Structured Cabling
Opening Date: September 6, 2024
Closing Date: September 16, 2024
Bid Details provided upon request:
For more information contact: Katisha Clark
Email: Katisha.Clark@metrocareservices.org
https://www.metrocareservices.org/aboutus/purchasing-rfps
Woman/Minority-Owned/HUB certified businesses are encouraged to participate.

IN THE CIRCUIT COURT OF POCAHONTAS COUNTY, WEST VIRGINIA
THAT BEING THE JUVENILE COURT OF SAID COUNTY

IN THE MATTER OF: S.Z. Case Nos.: 24-JA-17

(The object of this action is to notify Adult Respondents Destiny Vela, AKA Destiny Beverage, and Matthew Zitt of an Adjudicatory/Disposition/Termination of Parental Rights Hearing scheduled herein so that said Adult Respondent Mark Massey may appear to protect his interests.)

ORDER OF PUBLICATION
AND
NOTICE OF HEARING(S)

TO: MATTHEW RYAN ZITT, FATHER, and DESTINY JUNE VELA, MOTHER, of a MALE
CHILD born on April 22, 2015 in Tarrant County, Texas.

You are hereby notified that an abuse and/or neglect and/or abandonment Petition has been filed with the Circuit Court of Pocahontas County, West Virginia, on the 13th day of May, 2024, and assigned Case Number: 24-JA-17, wherein the father of the child S.Z. is Matthew Ryan Zitt and mother is Destiny June Vela. An Adjudicatory/Disposition/Termination of Parental Rights Hearing will be held in this matter on the 10th day of October, 2024 at 1:00 p.m. in person at Pocahontas County Courthouse, 900 Tenth Street, Marlinton, WV 24954. You are hereby notified that you have the right to have Counsel present at all stages of these proceedings and ALL SUCH PROCEEDINGS CAN RESULT IN THE PERMANENT TERMINATION OF CUSTODIAL AND PARENTAL RIGHTS TO SAID INFANT CHILD.

Accordingly, you who may have an interest in these proceedings must attend and may make such defense as you shall deem advisable on or before the date and time aforesaid, or termination of your custodial and parental rights may be Ordered by the Court.

A copy of said Petition can be obtained from the Office of the Circuit Clerk of Pocahontas County, West Virginia, at the Pocahontas County Courthouse, Marlinton, West Virginia, (304) 799-4604.

STATE OF WEST VIRGINIA and WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, CHILD PROTECTIVE SERVICES DIVISION
By Counsel
_____
SSISTANT PROSECUTING ATTORNEY
JONI O. NICHOLS
WV State Bar No. 12898
900 Tenth Avenue
Marlinton, WV 24954
(304) 799-6424

Entered by the Clerk of said Court:
_____.

_____
CLERK OF COURT

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