Docket #2475 Date Filed: 12/15/2024

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

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

PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) CONFIRMING FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. *ET AL.* AND (II) GRANTING RELATED RELIEF

WHEREAS, on September 5, 2024, Wesco Aircraft Holdings, Inc. and its debtor affiliates in the above-captioned cases under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***"), as debtors and debtors in possession (collectively, the "***Debtors***"), filed the *Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2082] (the "***Modified Second Amended Plan***"), on December 5, 2024, the Debtors filed the *Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2408] (as supplemented (including the Plan Supplement) and as otherwise amended in accordance with the terms thereof and this Confirmation Order, the "***Plan***") and on December 15, 2024, the Debtors filed the Further Modified Second Amended Joint Chapter 11 Plan of Wesco

[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.

Aircraft Holdings, Inc. et al. [Dkt. No. 2473].[2] The Plan to be confirmed by the Court is included as **Exhibit A**. On September 5, 2024, the Debtors filed the *Disclosure Statement for Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2083] (the "***Amended Disclosure Statement***");

WHEREAS, on January 12, 2024, after notice and hearing, this Court entered the *Order (I) Approving the Disclosure Statement, (II) Approving Solicitation and Voting Procedures, (III) Approving Forms of Ballots, (IV) Scheduling a Confirmation Hearing, and (V) Establishing Notice and Objection Procedures* [Dkt. No. 1228] (the "***Disclosure Statement Order***"), which, among other things, approved the solicitation and voting procedures (the "***Solicitation Procedures***") related to the *Disclosure Statement for Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 1224] (the "***Original Disclosure Statement***") for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 1223] (the "***Modified First Amended Plan***");

WHEREAS, on April 15, 2024, after notice and hearing, this Court entered the *Order (I) Approving Debtors' Form of Notice of Disclosure Statement Supplement for Distribution to Voting Classes and (II) Granting Related Relief* [Dkt. No. 1662] (the "***Disclosure Statement Supplement Order***");

WHEREAS, on September 5, 2024, after notice and hearing, this Court entered the *Order (I) Approving the Amended Disclosure Statement, (II) Approving Re-Solicitation of Classes 4 and 6 and Related Voting Procedures, (III) Approving Forms of Modified Ballots, (IV) Scheduling a Confirmation Hearing, (V) Establishing Notice and Objection Procedures, and (VI)*

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

Shortening the Notice and Objection Periods in Connection with the Foregoing [Dkt. No. 2086] (the "***Amended Disclosure Statement Order***"), which, among other things: (i) approved the re-solicitation and voting procedures related to the Amended Disclosure Statement (the "***Re-Solicitation Procedures***") and (ii) scheduled a hearing (the "***Confirmation Hearing***") to consider confirmation of the Plan;

WHEREAS, on December 5, 2024, the Court entered the *Order Setting Confirmation Schedule* [Dkt. No. 2412] and the Debtors filed the *Notice of Hearing to Consider Confirmation of the Further Modified Second Amended Chapter 11 Plan* [Dkt. No. 2415] which, among other things, established December 16, 2024 as the date of the Confirmation Hearing;

WHEREAS, the Debtors, through their solicitation and balloting agent, Kurtzman Carson Consultants LLC (now doing business as Verita Global) ("***Verita***"), duly caused the transmittal of the Plan, the Original Disclosure Statement, the Amended Disclosure Statement, the Modified First Amended Plan, and the Modified Second Amended Plan and applicable solicitation materials, including, among other materials, forms of ballots and modified ballots (the "***Ballots***"), notices of non-voting status, and notice of the Confirmation Hearing (collectively, the "***Solicitation Materials***"), to holders of Claims and Interests in accordance with the Disclosure Statement Order and the Amended Disclosure Statement Order, and the oral orders of the Court on December 5, 2024, as described in the certificates of service filed at Docket Nos. 1344, 1364, 1422, 1423, 1462, 1546, 1791, 2106, and 2468 (the "***Solicitation Affidavits***");

WHEREAS, on September 13, 2024, the Debtors, through Verita, caused to be published in the national edition the *New York Times*, the worldwide edition of the *Financial Times*, and in the *Dallas Morning News* notice of the Confirmation Hearing as set forth in the *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 (the "***Publication Affidavit***") [Dkt. No. 2161];

WHEREAS, due and proper notice of the Confirmation Hearing was given to holders of Claims and Interests and all other parties in interest in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "***Local Rules***"), the Disclosure Statement Order, and the Amended Disclosure Statement Order, as established by the affidavits of service, mailing, and publication filed with this Court, including the Solicitation Affidavits and the Publication Affidavit, and such notice being sufficient under the circumstances and no further notice being required;

WHEREAS, (i) on February 1, 2024, the Debtors filed the *Notice of Filing of Plan Supplement* [Dkt. No. 1357], (ii) on March 20, 2024, the Debtors filed the *Notice of Filing of Amended Plan Supplement* [Dkt. No. 1593], (iii) on August 23, 2024, the Debtors filed the *Notice of Filing of Second Amended Plan Supplement* [Dkt. No. 2031], and (iv) on [December [•], 2024, the Debtors filed the *Notice of Filing of Third Amended Plan Supplement* [Dkt. No. [•]]], which superseded the foregoing in accordance with the Plan (collectively, and as may be further amended or supplemented, the "***Plan Supplement***");

WHEREAS, on January 14, 2024, the Court published its *Memorandum Opinion* on summary judgment [Adv. Pro. Dkt. No. 508] and its *Order on Motions for Summary Judgment* [Adv. Pro. Dkt. No. 509], on January 23, 2024 its *Supplement to Memorandum Opinion* [Adv. Pro. Dkt. No. 553] and *Amended Order on Motions for Summary Judgment* [Adv. Pro. Dkt. No. 554], and on March 13, 2024 its *Order Clarifying Orders on Summary Judgment* [Adv. Pro. Dkt. No. 998].

WHEREAS (i) between January 25, 2024 and June 6, 2024, the Court heard testimony in the 2022 Financing Adversary Proceeding (the "***Trial***"); and (ii) on July 10, 2024 the Court issued an oral ruling in the 2022 Financing Adversary Proceeding (as subsequently clarified on the record on August 13, 2024, the "***Court's Ruling***");

WHEREAS, (i) on May 7, 2024, the Debtors filed the *Declaration of Kevin Martin with Respect to the Tabulation of Votes on the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc., et al.* [Dkt. No. 1740] (the "***First Voting Declaration***") and (ii) on December 15, 2024, the Debtors filed the *Declaration of Kevin Martin with Respect to the Tabulation of Votes on the Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc., et al.* [Dkt. No. 2472] (the "***Second Voting Declaration***" and, together with the First Voting Declaration, the "***Voting Declarations***");

WHEREAS, on [•], 2024, the Debtors filed the (i) [*Debtors' Memorandum of Law (I) in Support of Confirmation of the Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al. and (II) in Response to Objections* [Dkt. No. [•]]]; (ii) [*Declaration of Brian E. Cejka in Support of Confirmation of the Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. [•]] (the "***Cejka Declaration***"),] and (iii) [*Declaration of Patrick Bartels in Support of Confirmation of the Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc., et al.* [Dkt. No. [•]]];

WHEREAS, on [[December 16], 2024 at 8:00 a.m. (Prevailing Central Time)], this Court held the Confirmation Hearing;

WHEREAS, this Court has fully considered the entire record of the Confirmation Hearing;

WHEREAS, this Court has heard the arguments of counsel and considered the evidence presented, proffered, and adduced at the Confirmation Hearing;

WHEREAS, any objections to confirmation of the Plan and assumption of Executory Contracts and Unexpired Leases have been settled, withdrawn, resolved, or overruled on the merits by this Court; and

THEREFORE, based on the foregoing; and after due deliberation thereon and sufficient cause appearing therefor, this Court hereby FINDS, DETERMINES, and CONCLUDES as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding, Eligibility for Relief. This Court has jurisdiction over these Chapter 11 Cases (as defined below) and confirmation of the Plan pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court has jurisdiction to enter a final order with respect thereto. The Debtors consent to the entry of a final order by this Court in accordance with the terms set forth herein to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors are eligible debtors under section 109

of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

C. Chapter 11 Petitions. On June 1, 2023, each Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court (the "***Chapter 11 Cases***"). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases pursuant to section 1104 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On June 16, 2023, the U.S. Trustee appointed an official committee of unsecured creditors (the "***Committee***") in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code [Dkt. No. 216].

D. Judicial Notice. This Court takes judicial notice of the docket of the Chapter 11 Cases and all associated adversary proceedings maintained by the Clerk of the Court, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before this Court during the pendency of the Chapter 11 Cases.

E. Burden of Proof. Based on the record of the Chapter 11 Cases, each of the Debtors has met the burden of proving each applicable element of sections 1129(a) and (b) of the Bankruptcy Code, including all other sections of the Bankruptcy Code referenced therein or implicated thereby, by a preponderance of the evidence.

F. Solicitation. As described in and evidenced by the Solicitation Affidavits and the Voting Declarations, transmittal and service of the Solicitation Materials (collectively, the "***Solicitation***") were timely, adequate, appropriate, and sufficient under the circumstances. The

Solicitation (i) was conducted in good faith, (ii) complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, the Amended Disclosure Statement Order, and all other applicable non-bankruptcy rules, laws, and regulations applicable to the Solicitation, and (iii) was appropriate and satisfactory based on the circumstances of these Chapter 11 Cases. The period during which the Debtors solicited votes on the Plan was a reasonable and adequate period of time and the manner of such solicitation was an appropriate process for creditors to have made an informed decision to vote to accept or reject the Plan and for any party in interest to object to the Plan. The Released Parties and the Exculpated Parties acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including with respect to (1) the solicitation of acceptance or rejection of the Plan and (2) the participation in the offer, issuance, sale, or purchase of securities offered or sold under the Plan, and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan and this Confirmation Order.

G. Notice. As evidenced by the Solicitation Affidavits, the Publication Affidavit, and the Voting Declarations, all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) and the Solicitation have been given due, proper, adequate, timely, and sufficient notice of the Confirmation Hearing and the Solicitation in accordance with the Disclosure Statement Order and the Amended Disclosure Statement Order, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable non-bankruptcy rules, laws, and regulations, and all parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required with respect thereto.

H. Plan Compliance with Bankruptcy Code. As further detailed below, the Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

a. *Proper Classification*. Article III of the Plan designates all Claims and Interests, other than the Claims of the type described in sections 507(a)(2), 507(a)(3), or 507(a)(8) of the Bankruptcy Code, into 11 Classes. The Claims or Interests in each designated Class have the same or substantially similar rights as the other Claims or Interests in such Class and such classification is appropriate under the circumstances of these Chapter 11 Cases. Valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Interests under the Plan and the classifications were not implemented for improper purposes. The Plan, therefore, satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

b. *Specified Unimpaired Claims*. The Plan specifies that Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 3 (ABL Facility Claims), and Class 11 (Intercompany Interests) are Unimpaired Classes and Class 9 (Intercompany Claims) is a potentially Unimpaired Class under the Plan, each within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

c. *Specified Treatment of Impaired Claims*. The Plan specifies that Class 4a (Secured 1L Notes Claims), Class 4b (1L Notes Deficiency Claims), Class 4c (New Money Claims), Class 5 (1.25L Notes Claims), Class 6a (Secured 2026 Notes Claims), Class 6b (2026 Notes Deficiency Claims), Class 7a (General Unsecured Claims), Class 7b (General Unsecured Convenience Claims), Class 7c (2024 Unsecured Notes Claims), Class 8

(PIK Notes Claims), and Class 10 (Existing Equity Interests) are Impaired Classes under the Plan and Class 9 (Intercompany Claims) is a potentially Impaired Class under the Plan, each within the meaning of section 1124 of the Bankruptcy Code, and specifies the treatment of each such Class, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

d. *No Disparate Treatment*. The Plan provides for the same treatment for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to less favorable treatment on account of such Claim or Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

e. *Implementation of the Plan*. Article IV of the Plan and the other provisions of the Plan, the various documents included in the Plan Supplement, and the terms of this Order provide adequate and proper means for the implementation of the Plan, including, but not limited to, authorization for the Debtors to consummate the Restructuring Transactions and to take all actions consistent with the Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

f. *Voting Power of Equity Securities*. Article IV.F.1 of the Plan provides that the New Organizational Documents will prohibit the issuance of non-voting securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

g. *Designation of Directors, Officers, and Trustees*. The Plan and the Plan Supplement outline the manner of selecting the officers, directors, and/or managers of the Reorganized Debtors and of Reorganized Incora, and these provisions are consistent with the interests of holders of Claims and with public policy. Thus, section 1123(a)(7) of the Bankruptcy Code is satisfied.

h. *Inapplicable Provisions*. None of the Debtors is an individual, as such term is used in the Bankruptcy Code. Accordingly, section 1123(a)(8) of the Bankruptcy Code is inapplicable.

i. *Additional Plan Provisions*. As set forth below, the discretionary provisions of the Plan comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, section 1123(b) of the Bankruptcy Code is satisfied.

i. Impairment/Unimpairment of Classes. In accordance with section 1123(b)(1) of the Bankruptcy Code, (A) Classes 1, 2, 3, and 11 are Unimpaired, (B) Classes 4a, 4b, 4c, 5, 6a, 6b, 7a, 7b, 7c, 8 and 10 are Impaired, and (C) Class 9 is Unimpaired or Impaired under the Plan.

ii. Assumption and Rejection of Executory Contracts and Unexpired Leases. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article V of the Plan provides for the assumption of all Executory Contracts and Unexpired Leases other than those that are expressly rejected. The Debtors have exercised reasonable business judgment in determining whether to reject, assume, or assume and assign each of their executory contracts and unexpired leases under the terms of the Plan. Accordingly, the Debtors' assumption, assumption and assignment, or rejection of

each executory contract and unexpired lease under the Plan satisfies the requirements of section 365(b) of the Bankruptcy Code and, therefore, the requirements of section 1123(b)(2) of the Bankruptcy Code.

iii. Settlement, Releases, Exculpation, and Injunction of Claims. In accordance with sections 1123(b)(3)(A) and (b)(6) of the Bankruptcy Code, the Plan contains appropriate settlement, releases, exculpation and injunction provisions as described in more detail below.

iv. Preservation of Claims and Retention of Claims. In accordance with section 1123(b)(3)(B) of the Bankruptcy Code, the Plan preserves the Reorganized Debtors' rights to pursue the Retained Causes of Action.

v. Additional Plan Provisions. The Plan's other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, but not limited to, provisions for (A) distributions to holders of Claims, (B) resolution of Disputed Claims, (C) allowance of certain Claims, (D) indemnification obligations, (E) releases by the Debtors of certain parties, (F) releases by certain parties of certain claims against third parties, (G) exculpations of certain parties, (H) injunctions from certain actions, including actions against certain third parties, and (I) retention of the Court's jurisdiction, thereby satisfying the requirements of section 1123(b)(6) of the Bankruptcy Code.

I. The Debtors' Compliance with 11 U.S.C. § 1129(a)(2). As further detailed below, the Debtors as proponents of the Plan have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically (i) the Debtors have complied with the applicable provisions of the Disclosure Statement Order, the

Amended Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code, in (a) transmitting the Solicitation Materials and related documents and (b) soliciting and tabulating votes with respect to the Plan, and (ii) good, sufficient, and timely notice of the Confirmation Hearing has been provided as further described above.

J. Payment for Services or Costs and Expenses. All payments made or to be made by the Debtors for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been authorized by, approved by, or are subject to the approval of the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

K. Acceptance by Certain Classes. Holders of Claims in Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 3 (ABL Facility Claims), and Class 9 (Intercompany Claims) are Unimpaired or potentially Unimpaired and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan, thus meeting the requirements of section 1128(a)(8) of the Bankruptcy Code. As reflected in the Voting Declarations and the record of the Confirmation Hearing, as of the date of the Confirmation Hearing the following Impaired Classes voted to accept the Plan: Class 4a (Secured 1L Notes Claims) voted in an aggregate number and amount necessary to accept the Plan; Class 6a (Secured 2026 Notes Claims) voted in an aggregate number and amount necessary to accept the Plan; and Class 7b (General Unsecured Convenience Claims) voted, in the aggregate, 89.73% in number and 92.85% in amount to accept the Plan[; *provided* that such finding as to Classes 4a and 6a is based on the representations provided by beneficial holders of Claims in such Classes and shall be subject to the filing of the Final Voting Declaration confirming the acceptance of the Plan by such

Classes]. Accordingly,[subject to the filing of the Final Voting Declaration with respect to the votes for Classes 4a and 6a confirming the acceptance of the Plan by such Classes,] the Debtors have satisfied the requirements of section 1129(a)(8) of the Bankruptcy Code with respect to such Impaired Classes of Claims.

L. Treatment of Administrative Expenses, Priority Tax Claims, Secured Claims, and Priority Non-Tax Claims. The treatment of Administrative Expenses, Priority Tax Claims, Secured Claims, and Priority Non-Tax Claims under Articles II and III of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

M. Acceptance by Impaired Class of Claims. Classes 4a (Secured 1L Notes Claims), 6a (Secured 2026 Notes Claims), and 7b (General Unsecured Convenience Claims) are Impaired and have voted to accept the Plan[; *provided* that such finding as to Classes 4a and 6a is based on the representations provided by beneficial holders of Claims in such Classes and shall be subject to the filing of the Final Voting Declaration confirming the acceptance of the Plan by such Classes]. Accordingly, at least one Class of Claims that is Impaired under the Plan has voted to accept the Plan by the requisite majorities, determined without including any acceptance of the Plan by any insider (as that term is defined in the Bankruptcy Code), thus satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

N. Payment of Fees. All fees payable under section 1930 of title 28 of the United States Code and statutory interest thereon shall be paid in accordance with Article II.D of the Plan, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

O. Continuation of Retiree Benefits. Pursuant to Article V of the Plan, the Debtors will assume all Compensation and Benefit Plans (other than as specified in Article V.D.3 of the Plan), thereby satisfying the requirements of section 1129(a)(13) of the Bankruptcy Code.

P. Domestic Support Obligations. The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation and, accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Plan.

Q. Plan of an Individual Debtor. None of the Debtors is an individual and, accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Plan.

R. Transfers in Accordance with Non-Bankruptcy Law. None of the Debtor entities is a nonprofit entity and, accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable to the Plan.

S. Voting Record Date. The Solicitation Materials and the Modified First Amended Plan were distributed to holders in the Voting Classes that held a Claim or Interest as of January 9, 2024 (the "***First Voting Record Date***"). Pursuant to the Re-Solicitation Procedures, modified Solicitation Materials and the Plan were distributed to holders in Classes 4 and 6 that held a Claim as of September 3, 2024 (the "***Second Voting Record Date***" and, together with the First Voting Record Date, as applicable, the "***Voting Record Date***"). The establishment and notice of the applicable Voting Record Date were reasonable and sufficient.

T. Tabulation. All procedures used to tabulate the Ballots were fair, reasonable, and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, the Amended Disclosure Statement Order, and all other applicable non-bankruptcy rules, laws, and regulations. As described in the Voting Declarations and on the record of the Confirmation Hearing, the holders of Claims in Class 4a (Secured 1L Notes Claims), Class 6a (Secured 2026 Notes Claims), and Class 7b (General Unsecured Convenience Claims) are Impaired under the Plan and have voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy

Code[; *provided* that such finding as to Classes 4a and 6a is based on the representations provided by beneficial holders of Claims in such Classes and shall be subject to the filing of the Final Voting Declaration confirming the acceptance of the Plan by such Classes]. The holders of Claims in Class 7a (General Unsecured Claims) and Class 7c (2024 Unsecured Notes Claims) are Impaired under the Plan and have voted to reject the Plan. The other Classes of Claims and Interests are either deemed to reject or presumed to accept the Plan.

U. Only One Plan. The Plan is the only plan filed in the Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

V. Principal Purpose. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

W. Plan Proposed in Good Faith. The Debtors have proposed the Plan (and all documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtors' good faith in proposing the Plan in accordance with section 1129(a)(3) of the Bankruptcy Code is evident from the record of the Chapter 11 Cases, the Disclosure Statement, the Amended Disclosure Statement, the Court's Ruling, the record of the Confirmation Hearing, and other proceedings held in the Chapter 11 Cases. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and to effectuate a successful reorganization of the Debtors. The Plan (including all documents necessary to effectuate the Plan) was negotiated at arm's length among the Debtors, the First Lien Noteholder Group, the 2024/2026 Noteholder Group, the holders of more than two-thirds in principal amount of the 1.25L Notes Claims, the holder of more than two-thirds in principal amount of the 2027 Unsecured Notes Claims, the Committee, the

Prepetition Agents, the Sponsor, and their respective advisors. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each integral to the Plan, supported by valuable consideration, and necessary for the Debtors' successful reorganization. The Debtors, the Released Parties, and the Exculpated Parties have been and will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated therein, regardless of whether expressly identified in this Confirmation Order, and (ii) take any actions authorized, directed or contemplated by this Confirmation Order.

X. Good Faith Solicitation. Based on the record before the Court in the Chapter 11 Cases, including evidence presented at the Confirmation Hearing, the Debtors, the Released Parties, and the Exculpated Parties (i) have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation in connection with the development of the Plan, all their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, including, without limitation, the execution, delivery, entry into and performance of the Restructuring Support Agreement, the New Organizational Documents, any other Plan Documents (defined below), the extension of financing under the DIP Facilities, consummation of the Restructuring Transactions, and appointment of the New Boards, and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities in connection with the Plan, and therefore are not, and on account of such offer, issuance, and

solicitation shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of a plan or the offer and issuance of the securities, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article VIII.F of the Plan. For the avoidance of doubt, the foregoing findings are made solely with respect to the matters described herein, and do not reflect any findings with respect to the 2022 Financing Adversary Proceeding.

Y. Bankruptcy Rule 3016. In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as proponents of the Plan. The Debtors appropriately filed the Amended Disclosure Statement and the Plan with this Court, thereby satisfying Bankruptcy Rule 3016(b). The discharge, release, injunction, and exculpation provisions of the Plan are set forth in bold and in specific and conspicuous language, thereby complying with Bankruptcy Rule 3016(c).

Z. Cram-Down Requirement. With respect to those Classes that rejected or are deemed to reject the Plan, the requirements of section 1129(b) of the Bankruptcy Code have been satisfied, and the Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code. The Plan does not unfairly discriminate against the Classes of Claims or Interests that rejected or are deemed to reject the Plan as compared to the Classes of similarly situated Claims or Interests, because all Classes of Claims or Interests that rejected or are deemed to reject the Plan will receive treatment substantially similar to similarity situated Classes and, to the extent the Plan treats any Classes differently, there are valid business, legal and factual reasons to do so. Furthermore, the Plan is fair and equitable with respect to the Classes of Claims or Interests that rejected or are deemed to reject the Plan, as the Plan provides that no holder of any Claim or Interest that is junior to the Claims or Interests of such Classes will receive or retain any property under the Plan on

account of such junior Claim or Interests. Thus, the Plan may be confirmed despite the fact that not all Impaired Classes have accepted the Plan.

AA. Binding and Enforceable. The Plan and the other Plan Documents have been negotiated in good faith and at arm's length and, subject to the occurrence of the Effective Date, shall bind: (i) any and all holders of Claims and/or Interests and each such holder's respective agents, successors, transferees and assigns (whether or not each such holder's Claim and/or Interest is Impaired under the Plan, whether or not such holder has accepted or rejected the Plan, and whether or not such holder is entitled to a distribution under the Plan); (ii) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan and this Confirmation Order; (iii) each Entity acquiring property under the Plan or this Confirmation Order; and (iv) any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Debtors. The Plan and the other Plan Documents constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan and the other Plan Documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

BB. Executory Contracts and Unexpired Leases. The Debtors have exercised reasonable business judgment in determining whether to assume or reject Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code and the Plan, including as set forth in Article V of the Plan. Each assumption of an Executory Contract or Unexpired Lease pursuant to Article V of the Plan is legal, valid, and binding upon the Reorganized Debtors and their successors and assigns and all non-Debtor parties to such Executory Contract or Unexpired Lease and their successors and assigns, all to the same extent as if such assumption

were effectuated pursuant to an order of the Court under section 365 of the Bankruptcy Code entered before entry of this Confirmation Order. Moreover, the Debtors have cured, or provided adequate assurance that the Debtors or Reorganized Debtors or their successors and assigns, as applicable, will cure, defaults (if any) under or relating to each of the Executory Contracts and Unexpired Leases that are being assumed by the Debtors pursuant to the Plan.

CC. Cure of Default. Article V.B of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Unless otherwise provided by this Confirmation Order, the cure amount identified on the Schedule of Assumed Executory Contracts and Unexpired Leases represents the Allowed amount, if any, that the Debtors shall pay in full and complete satisfaction of each such Cure Claim. The Debtors provided sufficient notice to the counterparties to the Executory Contracts and Unexpired Leases to be assumed under the Plan. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

DD. Plan Supplement. The documents contained in the Plan Supplement comply and are consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, the Amended Disclosure Statement Order, and the facts and circumstances of these Chapter 11 Cases. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into, the Plan. Subject to the terms of the Plan, as applicable, the Debtors (with the consent, as set forth in the Plan, as applicable, of the Required 1L Noteholders and the Required 2026 Noteholders), reserve the right to alter, amend, update, or modify any document or instrument in the Plan Supplement at any time before the Effective Date.

EE. Best Interest of Creditors. The liquidation analysis attached as Exhibit C to the Amended Disclosure Statement, the Confirmation Declarations, and the other evidence presented, proffered, or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) utilize reasonable and appropriate methodologies and assumptions, (iii) have not been controverted by other persuasive evidence, and (iv) establish that each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. Accordingly, the Plan satisfies the "best interests of creditors" test under section 1129(a)(7) of the Bankruptcy Code.

FF. Value. The valuation analysis attached as Exhibit D to the Amended Disclosure Statement, the Confirmation Declarations, and the other evidence presented, proffered, or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that, based on appropriate assumptions and valid analysis and methodology, the valuation implied under the Plan, a range for which is set forth in the Amended Disclosure Statement, is a reasonable and appropriate measure of the Reorganized Debtors' enterprise value given the facts and circumstances of these Chapter 11 Cases. All parties in interest have been given a fair and reasonable opportunity to challenge the valuation analysis.

GG. Feasibility. The financial projections attached as [Exhibit A to the Cejka Declaration], the information in the Amended Disclosure Statement, the Confirmation Declarations, and the evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) utilize reasonable and appropriate methodologies, (iii) have not been controverted by other persuasive evidence, (iv) together with the record of the Chapter 11 Cases and the

evidence presented at the Confirmation Hearing, establish that the Plan is feasible, that there is a reasonable prospect of the Reorganized Debtors being able to meet their financial obligations under the Plan as well as their business obligations in the ordinary course, that the incurrence of the obligations contemplated by the Plan will not result in the insolvency of the Reorganized Debtors, and that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors, and (v) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

HH. Directors, Officers, and Insiders. The officers, directors, and managers of the Debtors who are deemed to resign pursuant to Article IV.E.1 and Article IV.E.3 of the Plan shall be relieved of any and all duties with respect to the Debtors as of the Effective Date. The identities and affiliations of the persons proposed to serve as the initial managers, directors and officers of the Reorganized Debtors after the Effective Date have been disclosed in the Plan Supplement to the extent such information is available, and the appointment to, or continuance in, such offices of such persons is consistent with the interests of holders of Claims and Interests and with public policy. To the extent such managers, directors and officers are insiders, the nature of their compensation has been disclosed to the extent known and reasonably practicable. Accordingly, the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

II. Injunctions, Releases, and Exculpation. The injunction, release, and exculpation provisions contained in Article VIII of the Plan and in this Confirmation Order for the benefit of the Released Parties and Exculpated Parties, as applicable, are essential components of the Plan. Good and valid justifications in support of the releases granted by the Debtors and their Estates and the Reorganized Debtors (the "***Debtor Releases***") have been demonstrated, and the

Debtors have satisfied the business judgment standard with respect to the Debtor Releases. The Debtor Releases represent a valid exercise of the Debtors' business judgment. Notwithstanding the foregoing, the settlement and release of the Subject Standing Motion Claims in the 2024/2026 Holders' Standing Motion shall remain subject to Article IV.A.2. of the Plan. Consistent with *Harrington v. Purdue Pharma, L. P.*, 144 S. Ct. 2071 (2024), the releases by non-Debtors contained in the Plan (the "***Third-Party Release***") is consensual, and all Releasing Parties have received due and adequate notice of the Third-Party Release and sufficient opportunity and instruction to elect to opt out of the Third-Party Release.

JJ. The process described in the Solicitation Affidavits that the Debtors and Verita followed to identify the relevant parties on which to serve the applicable Ballot or notice containing an opportunity to opt out of the Third-Party Release (each, an "***Opt-Out Form***") and to distribute the Opt-Out Forms (i) is consistent with the industry standard and (ii) was reasonably calculated to ensure that each holder of Claims or Interests in each Class was informed of its ability to opt out of the Third-Party Release and the consequences for failing to timely do so. For the avoidance of doubt, any party that validly elected in the Opt-Out Form or in the Ballot to opt out of the Third-Party Release prior to the applicable deadline (whether any original or extended deadline), shall be neither a Released Party nor a Releasing Party under the Plan, except as otherwise set forth in the Plan with respect to the members of the 2024/2026 Noteholder Group.

KK. Accordingly, as has been established by the record of these Chapter 11 Cases, the Confirmation Declarations, and the evidence presented in connection with the Confirmation Hearing, the release provisions contained in Article VIII of the Plan (i) are an integral part of the Consenting 1L Noteholders', the Consenting 2024/2026 Noteholders', the Consenting 1.25L Noteholders', the Consenting 2027 Unsecured Noteholders', and the Consenting Equity

Holders' support of the Plan, and are essential to the formulation and implementation of the Plan, as required by section 1123 of the Bankruptcy Code, (ii) are consistent with and permissible under applicable law, (iii) were given in exchange for good and valuable consideration provided by the Released Parties, (iv) are in the best interests of the Debtors, their Estates, holders of Claims and Interests, and all other parties in interest, (v) were negotiated in good faith and at arm's length, (vi) confer substantial benefits on the Debtors, their Estates and their creditors, and (vii) are fair, equitable, and reasonable, (viii) were given and made after due notice and opportunity for a hearing, and (ix) are a bar to any Entity asserting any Released Claim. Failure to implement the release, injunction and exculpation provisions set forth in the Plan and approved in this Confirmation Order would seriously impair and jeopardize the Debtors' ability to confirm and implement the Plan, and the compromises and settlements provided therein.

LL. The exculpation provisions contained in Article VIII.F of the Plan and in this Confirmation Order are appropriately tailored to the circumstances of these Chapter 11 Cases and are appropriate under applicable law, including *In re Highland Capital Management, L.P.*, 48 F.4th 419 (5th Cir. 2022), because they are supported by proper evidence, proposed in good faith, formulated extensive good faith, arm's-length negotiations with key constituents, and appropriately limited in scope. The Exculpated Parties reasonably relied upon the exculpation provisions as a material inducement to engage in postpetition negotiations with the Debtors and other key stakeholders that culminated in the Plan, the Plan Settlement, and all other settlements and compromises memorialized in the Plan that maximize value for the Debtors' Estates. The record in these Chapter 11 Cases supports the conclusion that the exculpation provisions are appropriately tailored to protect the Exculpated Parties from unnecessary litigation and contain

appropriate carve-outs for actions determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

MM. The injunction provisions contained in Article VIII.G of the Plan and in this Confirmation Order are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the discharge, release, and exculpation provisions of the Plan. The injunction provisions are appropriately tailored to achieve those purposes. Subject in all respects to Article VIII of the Plan, no entity or person shall commence or pursue any Released Claim against any Released Party or Exculpated Party without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim for actual fraud, gross negligence, or willful misconduct against such Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such Released Party or Exculpated Party.

NN. Modifications. Pursuant to section 1127 of the Bankruptcy Code, the (i) modifications made between the solicitation of the Modified First Amended Plan and the Modified Second Amended Plan, except as to the holders of Claims in Classes 4 and 6, constituted technical or clarifying changes, changes with respect to particular Claims by agreement with the holders of such Claims, or such modifications did not materially and adversely affect or change the treatment of any other Claim under the Plan, (ii) modifications made between the solicitation of the Modified Second Amended Plan and the filing of the Plan constituted technical or clarifying changes, changes with respect to particular Claims by agreement with the holders of such Claims, or such modifications did not materially and adversely affect or change the treatment of any other Claim under the Plan, and (iii) modifications made to the Plan after its filing or in this Confirmation Order (including those modifications announced on the record of the Confirmation Hearing, if any)

constitute technical or clarifying changes, changes with respect to particular Claims by agreement with the holders of such Claims, or such modifications do not materially and adversely affect or change the treatment of any other Claim under the Plan. Notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or further re-solicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims be afforded any further opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Court, and all votes cast with respect to the Plan prior to such modifications shall be binding and shall apply with respect to the Plan.

OO. Compromises and Settlements. The Plan is deemed to constitute a motion under section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 with respect to the Plan Settlement. Entry of this Confirmation Order constitutes this Court's approval of the terms of the Plan Settlement provided for under the Plan. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions, releases, and other benefits provided under the Plan and with the support of the various creditors, stakeholders, and other parties in interest, including the Committee and the Consenting Parties (as defined in the Restructuring Support Agreement), the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Causes of Action, disputes, and controversies released, settled, compromised, or otherwise resolved pursuant to the Plan. In addition, the compromises and settlements embodied in the Plan, including the Plan Settlement, are integral to the Plan and preserve value by enabling the Debtors to avoid extended, value-eroding litigation that could delay the Debtors' emergence from chapter 11. Entry of this Confirmation Order constitutes this Court's

approval of the Plan Settlement and all other compromises embodied in the Plan, including the releases given in connection with the Plan Settlement, and a finding by this Court that the Plan Settlement is fair, equitable, and reasonable and in the best interests of the Debtors, their Estates, and holders of Claims and Interests because, among other things: (i) each aspect of the Plan Settlement reflects a reasonable balance between the possible success of litigation with respect to each of the settled claims and disputes, on the one hand, and the benefits of fully and finally resolving such claims and disputes, while preserving parties' rights as set forth in the Plan to pursue the Appellate Litigation and any Potential Remedies Order, and allowing the Debtors to expeditiously exit chapter 11, on the other hand; (ii) absent the Plan Settlement, there is a likelihood of complex and protracted litigation with the attendant expense, inconvenience, delay and uncertainty that has a possibility to derail the Debtors' reorganization efforts and would jeopardize the Debtors' ability to confirm and implement the Plan; (iii) each of the parties supporting the Plan Settlement, including the Debtors, the Consenting 1L Noteholders, the Consenting 2024/2026 Noteholders, the Consenting 1.25L Noteholders, the Consenting 2027 Unsecured Noteholders, and the Consenting Equity Holders are represented by counsel that is recognized as being knowledgeable, competent, and experienced; (iv) the Plan Settlement is the product of arm's-length bargaining and good faith negotiations among sophisticated parties; and (v) the Plan Settlement will maximize the value of the Debtors' Estates by preserving and protecting the ability of the Reorganized Debtors to continue operating outside of bankruptcy protection and in the ordinary course of business, and is essential to the successful implementation of the Plan. Based on the foregoing, the Plan Settlement satisfies the requirements of applicable law for approval of settlements and compromises pursuant to sections 363 and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019. Notwithstanding anything to the contrary in the

foregoing, the settlement and release of the Subject Standing Motion Claims shall remain subject to Article IV.A.2 of the Plan.

PP. Adversary Proceeding; Effective Date Distributions; Appellate Litigation. Nothing in the Plan or this Confirmation Order shall be deemed to modify, amend, alter or otherwise impact the Adversary Proceeding Decisions; *provided* that the Plan, the Plan Settlement and this Confirmation Order are intended to preserve parties' rights to appeal the Court's decisions, orders, reports and recommendations and/or judgments, including in respect of the Adversary Proceeding Decisions, in the 2022 Financing Adversary Proceeding. In accordance with the Plan, distributions on account of 2024 Unsecured Notes Claims, 2026 Notes Claims and 1L Notes Claims will be made on the Effective Date (or as soon thereafter as reasonably practicable in accordance with the distribution provisions set forth herein) in accordance with this Court's rulings in the 2022 Financing Adversary Proceeding (including the Adversary Proceeding Decisions), as of the Confirmation Date, notwithstanding that such rulings are not Final Orders as of the Confirmation Date and remain subject to the Appellate Litigation and any Potential Remedies Order. Such distributions (and the holders thereof, and each such holders' successors, transferees and assigns) shall remain subject to the jurisdiction of this Court (and any appellate court therefrom) and any Potential Remedies Order. The 2024/2026 Appellate Litigation Parties and the First Lien Appellate Litigation Parties are each aggrieved parties with respect to the Court's rulings in the 2022 Financing Adversary Proceeding and other Adversary Proceeding Decisions such that they each have the right to (i) appeal or otherwise challenge such rulings directly by way of the Appellate Litigation, irrespective of whether they were named in a particular count or Cause of Action that was adjudicated against the Debtors (or whether the Debtors or the Reorganized

Debtors themselves are appellants), and (ii) defend against any such appeal or other challenge in the Appellate Litigation, as the case may be.

QQ. Exit Capital Structure. The evidentiary record demonstrates that the exit capital structure contemplated by the Plan is reasonable and appropriate and sufficient to allow the Reorganized Debtors to fully perform all of their obligations under the Plan and under all assumed agreements. The terms and structure of the New Financing, as well as the New Common Equity, as currently contemplated by the Plan (and any commitments, engagements, or similar arrangements with respect to the provisions, arrangement or structuring thereof), are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and are in the best interests of the Debtors' Estates and their creditors. The New Financing and the New Common Equity are, individually and collectively, an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. The Debtors have provided sufficient and adequate notice of the material terms of the New Notes and the New Common Equity, which were filed as part of the Plan Supplement and final forms of which will be filed upon completion.

RR. Disclosure of Facts. The Debtors have disclosed all material facts regarding the Plan, the Plan Documents, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken or required of the Debtors.

SS. Likelihood of Satisfaction of Conditions Precedent to Effective Date. Each of the conditions precedent to the Effective Date, as set forth in Article IX of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with the Plan.

TT. The State of Texas and its agencies, including but not limited to the Texas Commission on Environmental Quality, has opted out of the releases provided in Article VIII.E of the Plan.

ORDER

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by this Court at the Confirmation Hearing in relation to confirmation of the Plan are hereby incorporated into this Confirmation Order. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be deemed so, and vice versa.

2. No Effect on Adversary Proceeding Decisions. Notwithstanding anything to the contrary herein, nothing contained in the Plan or this Confirmation Order shall be deemed to modify, amend, alter or otherwise impact the Adversary Proceeding Decisions. For the avoidance of doubt, the defined terms in the Plan and this Confirmation Order are solely for convenience and are in no way meant to alter or supersede the Adversary Proceeding Decisions. Further the defined terms in the Plan and this Confirmation Order shall not be used as evidence of the Court's ruling or intention in the Adversary Proceeding Decisions. In accordance with the

Plan, distributions on account of 2024 Unsecured Notes Claims, 2026 Notes Claims and 1L Notes Claims will be made on the Effective Date (or as soon thereafter as reasonably practicable in accordance with the distribution provisions set forth herein) in accordance with this Court's rulings in the 2022 Financing Adversary Proceeding (including the Adversary Proceeding Decisions), as of the Confirmation Date, notwithstanding that such rulings are not Final Orders as of the Confirmation Date and remain subject to the Appellate Litigation and any Potential Remedies Order. Such distributions (and the holders thereof, and each such holders' successors, transferees and assigns) shall remain subject to the jurisdiction of this Court (and any appellate court therefrom) and any Potential Remedies Order. For the avoidance of doubt, in no event shall the Plan, the Plan Settlement, this Confirmation Order or any consent to or vote to accept the Plan be deemed (x) to be a determination by the Court or an admission or waiver by the Debtors or any other Entity as to the status (including secured (or Secured) or unsecured status) of the 2024 Unsecured Notes, the 2026 Notes, the 1L Notes (including the New Money Claims) (or the 2024 Unsecured Notes Claims, the 2026 Notes Claims or the 1L Notes Claims on account thereof) or (y) to moot, waive, foreclose or otherwise impair any appeal (including any appeal by holders of 1L Notes Claims, 2026 Notes Claims and/or 2024 Unsecured Notes Claims) of this Court's rulings in the 2022 Financing Adversary Proceeding (or alter, amend or otherwise limit any rights, claims or defenses that may or could be asserted by any Entity in connection with the Appellate Litigation, irrespective of whether such rights, claims or defenses are provided or arise under the applicable agreements, applicable law, or otherwise) or any party pursuing any Potential Remedies Order, subject to Articles VII.D and VII.F of the Plan. However, notwithstanding any other provision of the Plan or this Confirmation Order, no holder of a 1L Notes Claim, 2026 Notes Claim or 2024 Unsecured Notes Claims (and none of their Related Parties, including any successors, assigns and

transferees of any distributions under the Plan) shall (individually or as a group) argue that (x) any Appellate Litigation is barred under the doctrine of equitable mootness or (y) any argument made in any Appellate Litigation by any party is barred, waived, or otherwise estopped as a result of that party's agreement or consent to or vote to accept the Plan; *provided* that this clause (y) is subject in all respects to the parties' agreement regarding Turnover and the applicability of a Potential Remedies Order as set forth in the Plan.

3. Notice of the Confirmation Hearing and Solicitation. Notice of the Confirmation Hearing and Solicitation complied with the Disclosure Statement Order and the Amended Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

4. Final Voting Declaration. On or before December 24, 2024, the Debtors shall file a declaration setting forth the final voting tabulation for the Plan (the "***Final Voting Declaration***"). Entry of this Confirmation Order shall be subject in all respects to (i) the filing of the Final Voting Declaration and (ii) the acceptance of the Plan by the holders of Claims in Class 4a (Secured 1L Notes Claims) and Class 6a (Secured 2026 Notes Claims), as reflected in the Final Voting Declaration.

5. Confirmation of Plan. The Plan and each of its provisions are confirmed pursuant to section 1129 of the Bankruptcy Code. The documents contained in or contemplated by the Plan, including the Plan Supplement, the New Debt Documents, the New Investment Documents and the New Organizational Documents (collectively, the "***Plan Documents***"), are hereby authorized and approved, and the Plan Documents shall, upon finalization and execution, constitute legal, valid, binding and authorized obligations of the respective parties thereto and shall

be enforceable in accordance with their terms and not in conflict with any law. The terms of the Plan, including the Plan Supplement, are incorporated herein by reference and are an integral part of this Confirmation Order. The terms of the Plan, including the Plan Supplement, and all other relevant and necessary documents shall be effective and binding as of the Effective Date. Subject to the terms of the Plan and applicable consent rights set forth therein, the Debtors reserve the right to alter, amend, update, or modify the Plan Documents prior to the Effective Date. The failure to specifically include or refer to any particular article, section, or provision of the Plan or the Plan Documents in this Confirmation Order shall not diminish or impair the effectiveness or enforceability of such article, section, or provision nor constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

6. Objections. Except as set forth herein, any objections (whether formal or informal, and including any reservations of rights contained therein) to confirmation of the Plan, including (i) *The Ad Hoc 2024/2026 Noteholder Group's Initial Objection to Confirmation of Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc., et al.* [Dkt. No. 1727], (ii) the *Objection of UMB Bank, N.A., as Successor Indenture Trustee for Notes Due 2024 and Notes Due 2026 to Modified First Amended Joint Chapter 11 Plan* [Dkt. No. 1726], (iii) the *Limited Objection of United States Trustee to the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 1719], (iv) the *Objection of the Chubb Companies to the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc., et al.* [Dkt. No. 1500], (v) the *United States Trustee's Objection to the Further Modified Second Amended Joint Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. 2437], (vi) the *Limited Reservation of Rights of the First Lien Noteholder Group Regarding the Further Modified Seconded Amended*

Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al. [Dkt. No. 2445], and (vii) the *Limited Objection of the Official Committee of Unsecured Creditors to the Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc., et al.* [Dkt. No. 2446], and all other statements, informal objections, responses, or reservations of rights with respect thereto have been withdrawn or resolved prior to entry of this Confirmation Order or, to the extent not withdrawn or resolved, shall be, and hereby are, overruled on the merits and denied; *provided* that all unresolved Assumption Disputes are adjourned to a date to be determined. Each resolution of objections to the confirmation of the Plan explained on the record at the Confirmation Hearing is hereby incorporated by reference.

7. No Action. Pursuant to the appropriate provisions of any applicable State's general corporation or limited liability company laws, other applicable non-bankruptcy laws, and section 1142(b) of the Bankruptcy Code, (i) no action of the respective directors, managers, members, stockholders, or other equity holders of the Debtors or Reorganized Debtors, as applicable, shall be required to authorize the Debtors or Reorganized Debtors, as applicable, to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including any Plan Document, and (ii) to the extent the Debtors or Reorganized Debtors, as applicable, determine that any Person or Entity is a necessary party to execute and deliver or join in the execution or delivery of any instrument required to effect a transfer of property dealt with by the Plan, or perform any other act in furtherance of the transactions contemplated by the Plan (including entry into the New Debt Documents) and this Confirmation Order, and in furtherance of consummation of the Plan, and such Person or Entity is so informed by the Debtors or Reorganized Debtors, as applicable, then

such Person or Entity is directed to take such steps as necessary to comply with the foregoing and section 1142(b) of the Bankruptcy Code. For the avoidance of doubt, each lender and noteholder, as applicable, under the New Debt Documents shall be deemed to be bound by the terms of the applicable New Debt Documents regardless of whether such Person or Entity is a signatory to the agreement, except where such Person or Entity has, in writing to the Debtors or Reorganized Debtors, as applicable, expressly and irrevocably disclaimed and abandoned any right to any benefit thereunder.

8. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation and consummation of the Plan and the Plan Documents and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan or the Plan Documents.

9. Implementation of the Plan. On and after the Confirmation Date, the Debtors and the Reorganized Debtors, as applicable, and the appropriate officers, representatives, and members of the boards of directors thereof shall be authorized to, and may issue, execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements, including those contained in or contemplated by the Plan Documents, and take such other actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, including the Restructuring Transactions and all such other actions delineated in Article IV of the Plan or otherwise contemplated by the Plan, including the conversion, merger, or dissolution of any Debtor and the deemed contributions of Claims and Interests as set forth in the Description of Restructuring Transactions, in each case, without the

need for any further approvals, authorization, or consents, except for those expressly required pursuant to the Plan or the New Organizational Documents.

10. Restructuring Transactions. After the Confirmation Date, the Debtors (with the consent of the Required 1L Noteholders and Required 2026 Noteholders) and the Reorganized Debtors, as applicable, may take all actions consistent with this Confirmation Order, the Plan and the other Plan Documents as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions. This Confirmation Order shall, and shall be deemed to, pursuant to sections 363, 1123, 1142, 1145, and 1146 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Restructuring Transactions, and, to the extent such actions were taken before the Confirmation Date, such actions are ratified in all respects, and, in each case, no further approvals, authorization, or consents, except those expressly required pursuant to the Plan or this Confirmation Order, or, to the extent applicable, the DIP Documents, shall be required.

11. Approval of the New Organizational Documents. The New Organizational Documents are hereby approved. The Debtors and the Reorganized Debtors, as applicable, are authorized, without further approval of the Court or any other party, to execute and deliver all agreements, documents, instruments, and certificates relating to the New Organizational Documents and take such other actions as reasonably deemed necessary to perform their obligations thereunder. The New Organizational Documents shall, as of the Effective Date, be valid, binding, and enforceable in accordance with their terms, and each holder (including each

beneficial holder) of New Common Equity, and each successor, transferee and assignee thereof, shall be bound thereby.

12. Authorization and Issuance of Plan Securities. The Reorganized Debtors are authorized to issue all securities contemplated by the Plan, including the New Common Equity, in accordance with the terms of the Plan; *provided* that nothing herein shall deem anything that is not a security to be a security. All New Common Equity shall be, upon issuance, duly authorized, validly issued, fully paid and non-assessable; *provided* that the New Common Equity issued or distributed pursuant to the Plan (other than any New Common Equity issued on account of Claims in Class 7a) shall be subject to the Appellate Litigation and any Potential Remedies Order. Each distribution and issuance of New Common Equity under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the New Organizational Documents and other instruments evidencing or relating to such distribution or issuance.

13. New Debt Documents.

a. The New Notes and the terms thereof are approved in their entirety. On the Effective Date, the Reorganized Debtors are authorized to execute and deliver and shall enter into the New Debt Documents and all other documents, notes, agreements, guaranties, and other documents contemplated thereby. The New Debt Documents shall constitute legal, valid, binding, and authorized joint and several obligations of the applicable Reorganized Debtors enforceable in accordance with their respective terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever under any applicable law, the Plan, or this Confirmation Order and shall not constitute preferential transfers, fraudulent

conveyances or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. The financial accommodations extended pursuant to the New Debt Documents are reasonable and are being extended, and shall be deemed to be extended, in good faith for legitimate business purposes. On the Effective Date, all Liens and security interests granted pursuant to, or in connection with the New Debt Documents (I) are approved, (II) shall be legal, valid, binding, and enforceable Liens on the collateral granted under the respective New Debt Documents in accordance with the terms thereof, (III) shall (x) be deemed automatically perfected on the Effective Date without the need for the taking of any further filing, recordation, approval, consent, or other action and (y) have the priorities as set forth in the respective New Debt Documents, and be subject only to such Liens as may be permitted under the New Debt Documents, and (IV) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

b. The New Notes Indenture Trustees and the New Revolver Facility Agent (and their designees and agents), as applicable, are authorized to file, with the appropriate authorities, any financing statements, amendments thereto, or assignments thereof and other documents, including mortgages or amendments or assignments thereof in order to evidence the Liens, pledges, mortgages, and security interests granted in connection with the applicable New Debt Documents. The guaranties, mortgages, pledges, Liens, and other security interests granted in connection with the New Debt Documents, as applicable, are granted in good faith as an inducement to the lenders and noteholders, as applicable, under the New Debt Documents to provide financing thereunder, shall be deemed not to constitute a preferential transfer, fraudulent

conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such Liens, mortgages, pledges, and security interests shall be as set forth in the New Debt Documents and the collateral documents executed and delivered in connection therewith.

c. [Following the Effective Date, Wilmington Savings Fund Society, FSB (solely in its capacity as the trustee and collateral agent under the 1L Indenture and not in any capacity relating to the 1.25L Notes, the 2024 Unsecured Notes, the 2026 Notes or the 2027 Unsecured Notes or the 1.25L Indenture, the 2024 Unsecured Indenture, the 2026 Indenture or the 2027 Unsecured Indenture or any other document executed by it, or binding on it, in connection with its role as the indenture trustee for the 1.25L Notes, the 2024 Unsecured Notes, the 2026 Notes or the 2027 Unsecured Notes) and its Related Parties shall be indemnified by the Reorganized Debtors with respect to all present and future actions, suits, and proceedings against the 1L Indenture Trustee or its Related Parties in connection with or related to the 2022 Financing Transactions, the Financing Litigation, and/or any other Causes of Action in connection with or related to the 1L Indenture (including for its reasonable and documented fees and expenses and for the reasonable and documented fees and expenses of its counsel) or the other Note Documents (as defined in the 1L Indenture), on the same terms as afforded under the 1L Indenture or the other Note Documents (as defined in the 1L Indenture). For the avoidance of doubt, (i) the 1L Indenture Trustee will not be indemnified on account of any costs or expenses incurred by the First Lien Noteholder Group (or any of its members)[, or in its capacity as the former indenture trustee under the 2026 Indenture and 2024 Unsecured Indenture in connection with the Appellate Litigation] and (ii) the fact that the 1L Indenture Trustee is entitled to indemnification under the Plan will not be deemed as an admission of any underlying fact or circumstance related to the 2022 Financing Transactions or be used in the Appellate Litigation by any party.]

d. The ABL Credit Facility Engagement Letter and Fee Letter, dated as of November 12, 2024, including the Reorganized Debtors' indemnification of BofA Securities, Inc. thereunder in its role, among others, as lead arranger for the New Revolver Facility, and the fees and expenses reimbursed provided for thereunder, is approved in its entirety.

14. Plan Distributions. The Reorganized Debtors are authorized to make all distributions pursuant to the terms of the Plan and to pay any applicable fees and expenses approved by this Confirmation Order or any other order of this Court. The Reorganized Debtors shall have no duty or obligation to make distributions to any holder of an Allowed Claim unless and until such holder executes and delivers, in a form reasonably acceptable to the Reorganized Debtors, any and all documents applicable to such distributions in accordance with Article VII of the Plan and/or responds to the Debtors' or Reorganized Debtors' reasonable requests for information necessary to facilitate a particular distribution as set forth in Article VII of the Plan.

15. Exemption from Securities Laws.

a. The offer, issuance, and distribution under the Plan of the New Common Equity shall be exempt, without further act or actions by any Entity, from registration under the Securities Act and any other applicable securities laws to the fullest extent permitted by section 1145 of the Bankruptcy Code, except with respect to an Entity that is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. Subject to the transfer provisions, if any, and other applicable provisions set forth in the New Organizational Documents, these securities may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, if the holder is not an "underwriter" with

respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code, but such holder is an "affiliate" (as defined in Rule 144(a)(1) under the Securities Act) of the issuer, such holder may resell such securities without registration pursuant to and in accordance with the applicable provisions of Rule 144 under the Securities Act (other than the holding period requirement in Rule 144(d) applicable to "restricted securities") or another available exemption under the Securities Act. In addition, such persons will also be entitled to resell such securities in transactions registered under the Securities Act following the effectiveness of an applicable registration statement, if one is filed with the SEC and becomes effective. Further, subject to the transfer provisions, if any, and other applicable provisions set forth in the New Organizational Documents, such section 1145 exempt securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

b. The offer, issuance, and distribution under the Plan of the New Notes shall be exempt, without further act or actions by any Entity, from registration under the Securities Act and any other applicable securities laws as a private placement pursuant to section 4(a)(2) of the Securities Act and/or the safe harbor of Regulation D promulgated thereunder. All New Notes issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or the safe harbor of Regulation D promulgated thereunder shall be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 or Rule 144A under the Securities Act, subject to, in each case, the transfer provisions, if any, and other applicable provisions set forth in the New Notes Documents or the New Investment Documents, as applicable.

c. The offer, sale, issuance, and distribution under the Plan of any New Common Equity issued to any Entity that is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code, shall be exempt from registration under the Securities Act and any other applicable securities laws in reliance on the exemption from registration set forth in section 4(a)(2) under the Securities Act (and on applicable state law registration exemptions) and/or Regulation D promulgated thereunder (and on the preemption of state law registration requirements afforded thereby) or, solely to the extent such exemptions are not available, other available exemptions from registration under the Securities Act. Such securities will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 under the Securities Act, subject to, in each case, the transfer provisions, if any, and other applicable provisions set forth in the New Organizational Documents.

16. Cancellation of Existing Securities and Agreements. Except as provided under the Plan, this Confirmation Order or for the purpose of evidencing a right to and allowing holders of Claims to receive distributions under the Plan, and except as otherwise set forth in the Plan, in the Plan Supplement, or any related agreement, instrument, or document, on the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Claim or Interest and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and no party (including the Debtors, the Reorganized Debtors and any non-Debtor affiliates) shall have any continuing obligations thereunder or in any way related thereto; *provided* that the foregoing shall not impair or affect the Appellate Litigation in respect of the relative entitlements of holders

of 1L Notes Claims, holders of 2026 Notes Claims and holders of 2024 Unsecured Notes Claims (or any such holder's successors, transferees and assigns) under the Plan or with respect to any Potential Remedies Order.

17. Plan Settlement. The entry of this Confirmation Order shall constitute the Court's approval of the Plan Settlement. The Plan Settlement satisfies the standards for approval under Bankruptcy Rule 9019 and sections 363 and 1123(b)(3) of the Bankruptcy Code, and is approved in all respects, subject to the occurrence of the Effective Date and, with respect to the Subject Standing Motion Claims, Article IV.A.2 of the Plan.

18. Executory Contracts and Unexpired Leases.

a. Assumption and Rejection. Pursuant to Article V of the Plan, as of and subject to the occurrence of the Effective Date and the payment of any applicable Allowed Cure Claim in accordance with Article V.B.1 of the Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed (or amended and assumed, as applicable) by the applicable Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such contract or lease (i) was previously assumed or rejected, (ii) previously expired or was terminated pursuant to its own terms, (iii) is the subject of a motion to reject, assume, or assume and assign filed on or before the Effective Date, or (iv) is designated specifically as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases; *provided* the Debtors shall have the right to alter, amend, modify or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including the Effective Date. Each Executory Contract and Unexpired Lease

assumed pursuant to the Plan or by any order of the Court shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, any Final Order of this Court authorizing and providing for its assumption, or applicable law.

b. Subject to (i) satisfaction of the conditions set forth in Article V of the Plan, and (ii) the occurrence of the Effective Date, entry of this Confirmation Order shall constitute approval of the assumptions and rejections of the Executory Contracts and Unexpired Leases provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Court that the Reorganized Debtors have provided adequate assurance of future performance under such assumed Executory Contracts and Unexpired Leases.

c. To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption (or assumption and assignment) of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed to be modified or stricken such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

19. Chubb Objection. Notwithstanding anything to the contrary in the Plan or this Order, (i) no Insurance Policy issued by ACE American Insurance Company, ACE Property & Casualty Insurance Company, Illinois Union Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Executive Risk Indemnity Inc., Texas Pacific Indemnity Company, or any of their U.S.-based affiliates and successors (collectively, the "*Chubb Companies*") will be added to

the Schedule of Rejected Executory Contracts and Unexpired Leases following entry of this Order and (ii) to the extent not already paid or caused to be paid by the Debtors, the Reorganized Debtors shall pay or cause to be paid to the Chubb Companies, in full dollars, all renewal premium owing on account of the renewal of insurance policy number D37958803 when due in the ordinary course.

20. Exemption from Transfer Taxes and Recording Fees. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan or in connection with: (a) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, including the New Common Equity (including to the extent they are subject to any Potential Remedies Order), New Convertible Takeback Notes (including to the extent they are subject to any Potential Remedies Order), the New Revolver Facility and the New Exit Notes; (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; (d) the grant of collateral under the New Debt Documents; (e) the effectuation of the Restructuring Transactions, or (f) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any U.S. federal, state or local document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental fee or assessment, and the appropriate U.S. state or local governmental officials or agents shall

forego the collection of any such tax or governmental fee or assessment and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental fee or assessment.

21. Preservation of Retained Causes of Action. In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII.D of the Plan, all Retained Causes of Action that a Debtor may hold against any Person or Entity shall vest in the applicable Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action (including any actions specifically enumerated in the Schedule of Retained Causes of Action), whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court. No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Original Disclosure Statement, or the Amended Disclosure Statement to any specific Cause of Action as any indication that the Debtors or Reorganized Debtors will not pursue any and all available Causes of Action. Unless any Cause of Action that any Debtor may have or be entitled to assert on behalf of its Estate or itself is expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Final Order of this Court, the Debtors and Reorganized Debtors shall have all rights to prosecute any and all Causes of Action as Retained Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective

Date. Notwithstanding anything to the contrary in the Schedule of Retained Causes of Action or in this Confirmation Order, the Debtors shall not retain any Cause of Action against the 2024/2026 Noteholder Group (or any of its members or affiliates, or any of their successors, transferees and assigns, in each case, that is a Releasing Party) other than those Causes of Action that have been asserted, raised or litigated in the Financing Litigation Proceedings, and no release of, or failure to retain, any Cause of Action shall in any way prejudice, waive, limit, or impair any argument, position or defense in the Appellate Litigation. The provisions regarding the Retained Causes of Action in the Plan are appropriate and in the best interests of the Debtors, their respective Estates, and holders of Claims and Interests.

22. On or promptly following the Effective Date, the Appellate Litigation Parties, including for the avoidance of doubt the Reorganized Debtors, shall jointly seek dismissal of the proceeding in New York Supreme Court (New York County) captioned SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB et al., Index No. 654068/2022, with prejudice except that it will be without prejudice only to prosecute the Subject Standing Motion Claims in the Bankruptcy Court (or any appeal therefrom) in accordance with the Plan and the limitations therein.

23. Potential Remedies Order.

a. The Court (or any other court of competent jurisdiction) may issue a Potential Remedies Order (as defined in and in accordance with the Plan). In the event that any party obtains a Potential Remedies Order in connection with the Appellate Litigation, the New Common Equity and New Convertible Takeback Notes and the holders thereof (including their successors, assignees or transferees) shall be subject to, and required to comply with, such Potential Remedies Order. The New Common Equity and New Convertible Takeback Notes and

each recipient of New Common Equity and/or New Convertible Takeback Notes issued on account of 1L Notes Claims or 2026 Notes Claims (including all successors, assigns and transferees of the initial recipients) shall remain subject to the jurisdiction of the Court (and any appellate court therefrom).

b. Nothing in the Plan or Confirmation Order, nor the references to, or definition of, Potential Remedies Order in the Plan or Confirmation Order, shall (i) be construed as limiting, prejudicing, evidencing, advocating, or prescribing any particular remedy, and any determination on remedy shall be made exclusively by a court of competent jurisdiction or (ii) limit any party from seeking any other remedy or contesting any remedy (including a remedy effectuated through a Potential Remedies Order); *provided*, that: (x) it is expressly contemplated by the Plan and agreed by and among the 2024/2026 Appellate Litigation Parties and the First Lien Appellate Litigation Parties that Turnover is an available remedy to any court of competent jurisdiction and no party shall argue in any proceeding related to the Appellate Litigation that Turnover is not an available remedy; *provided* that, for the avoidance of doubt, such agreement shall not be construed as prescribing any particular remedy; (y) the 2024/2026 Appellate Litigation Parties and the First Lien Appellate Litigation Parties will not argue that any particular remedy is unavailable because it was not adequately disclosed or developed in the Plan, Plan Documents, or the securities issued under the Plan; and (z) the 2024/2026 Appellate Litigation Parties and the First Lien Appellate Litigation Parties may urge any court to consider tax implications with respect to any remedy, including with respect to any Potential Remedies Order.

c. A Potential Remedies Order may be (i) requested by any Entity seeking to receive any portion of such Excess Distribution and (ii) effectuated (solely to the extent so ordered by the court), through a deemed transfer or turnover (without any action by the holders thereof)

and reflected through an adjustment to any applicable register reflecting the ownership of New Common Equity and New Convertible Takeback Notes and/or the reissuance of any certificated securities, as applicable.

d. After entry of a Potential Remedies Order, the Reorganized Debtors or any agent for the Reorganized Debtors or the holders of New Common Equity or New Convertible Takeback Notes may seek further orders related to the Potential Remedies Order in order to effectuate such Potential Remedies Order and may take all steps necessary to effectuate such Potential Remedies Order, including instructing the registrar to reflect the ownership of New Common Equity and New Convertible Takeback Notes consistent with such Potential Remedies Order.

24. DTC.

a. Should the Debtors (with the consent of the Required 1L Noteholders) or the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Common Equity and/or the New Notes through the facilities of the Depository Trust Company or any successor thereto ("DTC"), the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of transfers, exercise, removal of restrictions, or conversion of New Common Equity and/or New Notes under applicable U.S. federal, state or local securities laws.

b. DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Equity and/or the New Notes are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services. Each Entity that becomes a holder of New Common Equity and/or New Notes indirectly through the facilities of DTC will be deemed bound by the terms and

conditions of the applicable New Organizational Documents or New Notes Documents and shall be deemed to be a beneficial owner of New Common Equity and/or New Notes subject to the terms and conditions of the applicable New Organizational Documents and New Notes Documents.

c. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Equity and/or the New Notes are exempt from registration and/or eligible for DTC book-entry delivery, settlement and depository services.

25. All New Convertible Takeback Notes and the New Common Equity issued on account of 1L Notes Claims or 2026 Notes Claims shall initially be held in registered / book-entry form only and not through the facilities of DTC for so long as such securities bear a legend with respect to a Potential Remedies Order (unless the Reorganized Debtors elect otherwise).

26. General Administrative Expenses Bar Date. All requests for payment of General Administrative Expenses that accrued on or before the Effective Date must be filed with the Claims Agent and served on counsel for the Debtors, counsel for the Committee, and counsel for the First Lien Noteholder Group by the date that is 30 calendar days after the later of (a) the Effective Date and (b) the date on which such Claim becomes due and payable by the Debtors in the ordinary course of business (the "***General Administrative Expenses Bar Date***"). Any requests for payment of General Administrative Expenses pursuant to Article II of the Plan that are not properly filed and served by the General Administrative Expenses Bar Date shall be disallowed automatically without the need for any objection from the Debtors or any action by the Court.

27. Conditions Precedent to Effective Date. The Plan shall not become effective unless and until all conditions set forth in Article IX.A of the Plan have been satisfied or waived pursuant to Article IX.B of the Plan.

28. Injunctions, Releases, and Exculpation. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, including the injunctions, releases, and exculpation provisions of the Plan (including, without limitation, the provisions set forth in Article VIII.D-G that are reproduced below) are hereby approved and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by this Court.

a. Releases by the Debtors. Pursuant to section 1123(b) of the Bankruptcy Code, and subject to Article IV.A. of the Plan, for good and valuable consideration, as of the Effective Date, each of the Released Parties[3] shall be expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates 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 (including, for the avoidance of doubt, all Causes of Action identified in the Standing Motions), that any Debtor, Reorganized Debtor, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) 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 Debtors, the Reorganized Debtors, or their Estates (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 (except to the extent the Debtors or Reorganized Debtors retain Intercompany Claims for accounting or tax purposes), the Chapter 11 Cases, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New 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

[3] "***Released Parties***" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party.

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 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 Plan 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.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, and the Reorganized Debtors shall retain, (a) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action, (b) any Cause of Action set forth in the Schedule of Retained Causes of Action, (c) any Cause of Action unknown to the Debtors as of the Effective Date that arises out of actual fraud, or gross negligence of an Entity other than a Debtor, (d) any Cause of Action against any Excluded Party, (e) 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, (f) any Cause of Action that is of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (g) any Cause of Action arising from any obligations owed to the Debtors pursuant to an Executory Contract and/or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date, (h) any Cause of Action against a holder of a Disputed Claim to the

extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan, (i) only in the event the 2024/2026 Appellate Litigation Parties are granted derivative standing in accordance with **Error! Reference source not found.** of the Plan, the Subject Standing Motion Claims for which such derivative standing is granted; *provided* that, for the avoidance of doubt, nothing in the Plan shall result in the Debtors being deemed to have abandoned such Causes of Action; and (j) any Causes of Action against the 2024/2026 Appellate Litigation Parties that have been asserted, raised or otherwise litigated in the Financing Litigation Proceedings.

Nothing in Article VIII.D. of the Plan is intended to waive, limit, or otherwise alter the res judicata, collateral estoppel or other issue or claim preclusion effect of the 2022 Financing Adversary Proceeding, nor does anything in Article VIII.D of the Plan waive, limit or otherwise alter in any way any potential remedy resulting from or related to the Appellate Litigation, including any Potential Remedies Order, and no release of any Cause of Action shall in any way prejudice, waive, limit, or impair any argument, position, or defense in the Appellate Litigation.

b. Releases by Holders of Claims. As of the Effective Date (subject only to Article IV.A.2 of the Plan), each of the Releasing Parties[4] (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

[4] "***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 2024/2026 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) UMB Bank n.a., in its capacities as the 2024 Unsecured Indenture Trustee and the 2026 Indenture Trustee; (j) the ABL Agent and the ABL Lenders; (k) the New Revolver Facility Agent and the New Revolver Facility Lenders; (l) the New Notes Indenture Trustees; (m) each holder of Claims or Interests that does not elect to opt out of the Third-Party Release; and (n) with respect to each of the Entities in the foregoing clauses (a) through (m), each such Entity's current and former Related Parties, solely to the extent that such Related Parties receive notice of the Third-Party Release; *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, each Consenting 2024/2026 Noteholder (and each Related Party thereof) shall be a Releasing Party notwithstanding the opt-out elections noted in Dkt. No. 1727, which are deemed withdrawn.

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 Plan Settlement, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Financing, the New 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 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 Plan 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 of the Plan, 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 (subject to Article IV.A.2 of 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, (f) any Cause of Action under or relating to any cooperation agreement entered by and between (i) (x) Pacific Investment Management Company LLC, or a subsidiary thereof, (y) Silver Point Capital, L.P., or a subsidiary thereof and/or (z) funds and/or accounts, or subsidiaries of funds and/or accounts, managed, advised or controlled by Entities identified in the foregoing clause (x) or (y) and (ii) any other parties who were (or were investment advisors or managers for) beneficial owners or purported beneficial owners of 2024 Unsecured Notes and/or 2026 Notes at the time of such agreement, (g) any Cause of Action (other than any Subject Standing Motion Claim as set forth in clause (h) of this paragraph, or other Cause of Action released by the Debtors or their Estates) between the parties to the 2022 Financing Adversary Proceeding asserted, raised, litigated, or otherwise preserved in the 2022 Financing Adversary Proceeding, including as such asserted, raised, litigated, or otherwise preserved Causes of Action may be asserted in the Appellate Litigation, or (h) only in the event the 2024/2026 Appellate Litigation Parties are granted derivative standing or found to have direct standing as to any Subject Standing Motion Claims in accordance with Article IV.A.2 of the Plan or, with respect to the 2024/2026 Holders' Equitable Lien Claim and 2024/2026 Holders' Equitable Subordination Claim, in connection with an appeal of the Adversary Proceeding Decisions in the Appellate Litigation, any such Subject Standing Motion Claim for which the 2024/2026 Appellate Litigation Parties are found to have standing to assert; *provided further*, that, for the avoidance of doubt, nothing in the Plan shall (i) result in the Debtors being deemed to have abandoned any Causes of Action, or (ii) be deemed to impair, release, waive or limit in any way the Tortious Interference Claim (or any remedy associated with such Cause of Action) or any Cause of Action asserted or assertable in response thereto.

Nothing in Article VIII.E. of the Plan is intended to waive, limit, or otherwise alter the res judicata, collateral estoppel or other issue or claim preclusion effect of the 2022 Financing Adversary Proceeding, nor does anything in Article VIII.E of the Plan waive, limit or otherwise alter in any way any potential remedy resulting from or related to the Appellate Litigation, including any Potential Remedies Order, and no release of any Cause of Action shall in any way prejudice, waive, limit, or impair any argument, position, or defense in the Appellate Litigation.

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.

a. Exculpation. Without affecting or limiting the releases set forth in **Error! Reference source not found.** and **Error! Reference source not found.** of the Plan, and notwithstanding anything in the Plan to the contrary, to the fullest extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party shall be released and exculpated from, any claim or Cause of Action arising during the period from the Petition Date to the Effective Date (and following the Effective Date solely with respect to any issuance or distribution of securities, the distribution of any property, or the implementation of the Restructuring, each pursuant to and in accordance with the Plan) in connection with or arising out of the administration of the Chapter 11 Cases; the negotiation and pursuit of the DIP Financing; the Restructuring Support Agreement; the New Notes; the New Revolver Facility; the Plan (including the Plan Supplement); the Disclosure Statement; the Financing Litigation; the Restructuring Transactions; the solicitation of votes for, or confirmation of the Plan; any settlement or other acts approved by the Bankruptcy Court; the funding of the Plan; Consummation of the Plan; the administration and implementation of the Plan or the property to be distributed under the Plan; the issuance or distribution of securities under or in connection with the Plan; the issuance, distribution, purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors under or in connection with the Plan; or the transactions in furtherance of any of the foregoing (collectively, the "***Covered Exculpation Matters***"); *provided* that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan (including the Plan Supplement), the New Financing, any Restructuring Transaction, or any Definitive Document, or other document, instrument, or agreement executed to implement the Plan.

Each Exculpated Party shall be entitled in all respects to rely reasonably (and to have relied reasonably) on the advice of counsel with respect to the Exculpated Party's duties and responsibilities. The Exculpated Parties have, and upon implementation of the Plan, shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable laws, rules, or regulations protecting such Exculpated Parties from liability.

The exculpations set forth in **Error! Reference source not found.** of the Plan do not apply to any Causes of Action arising out of or relating to any act or omission of an Exculpated Party that is determined by a Final Order of a court of competent jurisdiction to have constituted gross negligence, willful misconduct, or actual fraud on the part of the Exculpated Party.

b. 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 the Plan, or the vesting of the Estates' assets in, and the enjoyment of such assets by, the Reorganized Debtors pursuant to the 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 the 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 calendar 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; *provided*, *however*, that, for the avoidance of doubt, nothing in this paragraph requires, precludes, and/or prohibits an Insurer to or from administering, handling, defending, settling and/or paying claims covered by any Insurance Policies in accordance with and subject to the terms and conditions of such Insurance Policies and/or applicable non-bankruptcy law. 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 of the Plan, 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 (1) the parties to the Appellate Litigation from prosecuting or defending the Appellate Litigation (other than the 2024/2026 Holders' Standing Motion), (2) the 2024/2026 Appellate Litigation Parties from prosecuting the 2024/2026 Holders' Standing Motion solely in accordance with Article IV.A. of the Plan or any party from opposing the 2024/2026 Holders' Standing Motion, or (3) any Entity from prosecuting any action to enforce the terms of the Plan, the Confirmation Order, any Potential Remedies Order, any other Definitive Document, or other document, instrument, or agreement executed to implement the Plan, the Confirmation Order or any other Definitive Document. The injunctions set forth in Article VIII.G of the Plan 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.

29. No Entity or Person may assert any Cause of Action against any independent director of a Debtor (including Patrick Bartels as independent director of Wolverine Intermediate Holding) arising out of or related to a Covered Exculpation Matter without first seeking authority from the Court. Any request for such authority shall: (a) be made in writing with notice to all affected parties and shall include a proposed complaint setting forth any alleged Causes of Action and the detailed factual basis in support of such Causes of Action; (b) indemnify each independent director against whom any such Causes of Action are asserted against costs

associated with the successful defense of any such Causes of Action that are allowed to proceed; and (c) propose a reasonable attorney fee reserve amount, which amount shall be subject to modification by the Court and shall be deposited by the Entity or Person asserting such Causes of Action in the Court's registry to secure the payment of such indemnity.

30. Subject in all respects to Article VIII of the Plan, no entity or person shall commence or pursue any Released Claim against any Released Party or Exculpated Party without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim for actual fraud, gross negligence, or willful misconduct against such Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such Released Party or Exculpated Party.

31. Dissolution of Official Committees. On the Effective Date, any official committees appointed in the Chapter 11 Cases, including the Committee, shall dissolve, and their members and Retained Professionals shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases, except with respect to any continuing confidentiality obligations; *provided*, *however*, that, the Committee shall continue to exist after the Effective Date and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for payment of Retained Professional Fees of Retained Professionals of the Committee, and (b) any appeals of the Confirmation Order (other than the Appellate Litigation).

32. Statutory Fees. All Statutory Fees due and payable prior to the Effective Date shall be paid by the applicable Debtors on the Effective Date. After the Effective Date, the Reorganized Debtors shall pay any and all Statutory Fees when due and payable and shall file with this Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Reorganized

Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of the applicable Debtor's Chapter 11 Case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

33. Retention of Jurisdiction. Subject to Article XI of the Plan, pursuant to sections 105(a) and 1142 of the Bankruptcy Code, this Court shall retain exclusive jurisdiction with respect to all matters arising from or related to these Chapter 11 Cases, the Plan, the 2022 Financing Adversary Proceeding, and the implementation of this Confirmation Order, including those matters set forth in Article XI of the Plan.

34. Documents, Mortgages, and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions, including the Restructuring Transactions, contemplated by the Plan and this Confirmation Order.

35. Reversal/Stay/Modification/Vacatur of Order. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Court, or any other court or competent jurisdiction, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors, the Reorganized Debtors, or any other party authorized or required to take action to implement the Plan, as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or

vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, the Plan Documents, or any amendments or modifications to the foregoing.

36. Provisions of Plan and Confirmation Order Non-Severable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are (a) valid and enforceable pursuant to their terms, (b) integral to the Plan and may not be deleted or modified without consent of the Debtors (with the consent, as set forth in the Plan, as applicable, of the Required 1L Noteholders and the Required 2026 Noteholders) or the Reorganized Debtors, as applicable, consistent with the terms set forth herein and therein, and (c) non-severable and mutually dependent.

37. Headings. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

38. Reservation of Rights regarding the Adversary Proceedings. The 2024/2026 Appellate Litigation Parties and the First Lien Appellate Litigation Parties each acknowledge that the distributions contained in the Plan reflect the Adversary Proceeding Decisions as of the Confirmation Date, but otherwise reserve all rights with respect to the Adversary Proceeding Decisions. The 2024/2026 Appellate Litigation Parties and the First Lien Appellate Litigation Parties each agree that they will not use any definitions, descriptions and/or characterizations contained in the Plan with respect to the effect of the Adversary Proceeding Decisions as evidence of the meaning of the Adversary Proceeding Decisions. The fact that the 2024/2026 Appellate Litigation Parties and the First Lien Appellate Litigation Parties have not objected to the Plan shall not be deemed to be an admission or concession by such party that such definitions, descriptions and/or characterizations relating to the Adversary Proceedings Decisions are accurate or true.

39. Reservation of Rights in Favor of Governmental Units (Texas Commission on Environmental Quality). Nothing in this Confirmation Order or the Plan discharges, releases, precludes, or enjoins: (i) any liability to any Governmental Unit that is not a "Claim"; (ii) any Claim of a Governmental Unit arising on or after the Effective Date; (iii) any liability to a Governmental Unit under police and regulatory statutes or regulations that any Entity would be subject to as the owner or operator of property after the Effective Date; (iv) any liability to a Governmental Unit on the part of any Person other than the Debtors or Reorganized Debtors or (v) the rights or defenses of any Person in respect of the foregoing clauses (i) through (iv); provided that nothing in this paragraph shall modify the effect of the Claims Bar Date to the extent otherwise applicable. Nor shall anything in this Confirmation Order enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Nothing herein negates the Debtors' and Reorganized Debtors' obligation to comply with applicable police or regulatory requirements or law.

40. Further, nothing in this Confirmation Order or the Plan authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Confirmation Order shall relieve any Entity from any obligation to address or comply with information requests or inquiries from any Governmental Unit. Nothing in this Confirmation Order shall affect any valid setoff rights or recoupment rights of any Governmental Unit; provided that all rights and defenses of Governmental Units, the Debtors, and Reorganized Debtors under applicable nonbankruptcy laws, regulations, and rules concerning any Governmental Unit's setoff or recoupment rights are expressly reserved and preserved. Nothing in

this Confirmation Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Confirmation Order or to adjudicate any defense relating to the liabilities and/or Claims set forth in this paragraph.

41. U.S. Trustee. Notwithstanding any provision in the Plan Documents, nothing in the Confirmation Order or the Plan shall effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority, against any party or person other than the Debtors, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or person other than the Debtors for any liability of such persons whatsoever, including without limitation any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or the Plan exculpate any party or person from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person. Neither the United States nor any State shall be a Releasing Party under the Plan; provided that the foregoing shall not (x) limit the scope of the discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, (y) diminish the scope of any exculpation to which any party is entitled under the Bankruptcy Code or (z) in any way impair or limit the non-bankruptcy rights or defenses of any Person.

42. Texas Taxing Authorities. The Debtors or the Reorganized Debtors, as applicable, shall pay the Allowed Claims of the Texas Taxing Authorities[5] on the later of (a) the date such Claims become due pursuant to applicable state law and in the ordinary course of business (subject to any applicable extensions, grace periods, or similar rights under applicable state law) and (b) the Effective Date (or as soon as reasonably practicable thereafter). The Texas Taxing Authorities shall not be required to file any request for payment that is not required to be filed pursuant to section 503(B)(1)(D) of the Bankruptcy Code. Any Tax Liens (as defined in the Final DIP Order) securing an Allowed Claim owing to the Texas Taxing Authorities shall be expressly retained in accordance with applicable non-bankruptcy law until such Allowed Claim is paid in full. All rights and defenses of the Debtors and the Reorganized Debtors, as applicable, under bankruptcy and non-bankruptcy law are reserved and preserved with respect to such Claims and Tax Liens of the Texas Taxing Authorities.

43. Tennessee Department of Revenue. If the Tennessee Department of Revenue is the holder of a General Administrative Expense of a kind described in section 503(b)(1)(B) or 503(b)(1)(C) of the Bankruptcy Code, it shall not be required to file a request for payment as a condition of such expense being an Allowed General Administrative Expense.

44. Ipso Facto and Similar Provisions Ineffective. Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor or Reorganized Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on (a) the insolvency or financial condition

[5] "***Texas Taxing Authorities***" means Bexar County, City of Northlake, Dallas County, Denton County, Eagle Mountain-Saginaw ISD, Fort Bend County, Fort Bend County Municipal Utility District #138, Fort Bend County Levee Improvement District #17, Fort Bend ISD, Northwest ISD, Tarrant County

of a Debtor, (b) the commencement of the Chapter 11 Cases, (c) the Confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation, or (d) the Restructuring Transactions.

45. Reimbursement of Restructuring Expenses. All Restructuring Expenses shall be paid in accordance with the Plan. Any Restructuring Expenses payable pursuant to clauses (a) and (b) of the definition of "Restructuring Expenses" in the Plan shall not be subject to challenge, modification, recharacterization, avoidance or appeal, including through the Appellate Litigation.

46. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under the Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of laws thereof (other than section 5-1401 and section 5-1402 of the New York General Obligations Law).

47. Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Plan Documents, and any other related documents or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

48. Notice of Entry of Confirmation Order and Effective Date. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall serve notice of the entry of this Confirmation Order and occurrence of the Effective Date, substantially in the form annexed hereto as **Exhibit B**, on all parties who asserted a Claim or Interest, the U.S. Trustee, and any other parties in interest. Such

notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order and the occurrence of the Effective Date.

49. Final Order. This Confirmation Order is a final order. The period in which an appeal must be filed shall commence upon entry of this Confirmation Order.

50. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

51. Inconsistency. To the extent of any inconsistency between this Confirmation Order and the Plan, this Confirmation Order shall govern.

52. Injunctions and Automatic Stay. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

53. Closing of Chapter 11 Cases. On and after the Effective Date, all of the Chapter 11 Cases of the Debtors shall be deemed closed except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters and adversary proceedings relating to any of the Debtors (including Claim objections) shall be administered and heard in such Chapter 11 Case, irrespective of whether the contested matter or adversary proceeding was commenced against a Debtor whose Chapter 11 Case was closed. Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to change the name of the remaining Debtor and case caption of the remaining open Chapter 11 Case as desired, in the Reorganized

Debtors' sole discretion. The Reorganized Debtors may at any time seek to close any remaining Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules; *provided* that closing of any of the Chapter 11 Cases pursuant to this Confirmation Order shall not impair any parties' rights with respect to the Appellate Litigation.

Dated: _____, 2024
Houston, Texas

_____
THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Plan Confirmed by the Court

Exhibit B

Notice of Effective Date

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

In re **WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[6] Reorganized Debtors.	Chapter 11 Case No. 23-90611 (MI) (Jointly Administered)

NOTICE OF (I) EFFECTIVE DATE AND (II) ENTRY OF ORDER CONFIRMING FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC. *ET AL.*

PLEASE TAKE NOTICE that on [•], 2024, the Honorable Marvin Isgur, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the "***Bankruptcy Court***), entered the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al. and (II) Granting Related Relief* [Dkt. No. [•]] (the "***Confirmation Order***") confirming the *Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Dkt. No. [•]] (as supplemented and amended, the "**Plan**").[7]

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [•], 2024.

PLEASE TAKE FURTHER NOTICE that all requests for payment of General Administrative Expenses (as defined in the Plan) that accrued on or before the Effective Date must be filed with the Claims Agent and served on counsel for the Debtors, counsel for the Committee, and counsel for the First Lien Noteholder Group by the date that is 30 calendar days after the later of (a) the Effective Date and (b) the date on which such Claim becomes due and payable by the Debtors in the ordinary course of business (the "***General Administrative Expenses Bar Date***").

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[6] 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.

[7] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

Any requests for payment of General Administrative Expenses pursuant to Article II of the Plan that are not properly filed and served by the General Administrative Expenses Bar Date shall be disallowed automatically without the need for any objection from the Debtors or any action by the Court.

PLEASE TAKE FURTHER NOTICE that copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by Kurtzman Carson Consultants LLC (now doing business as Verita Global) at http://www.veritaglobal.net/incora/. In addition, the Plan and the Confirmation Order are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.txs.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof are effective, enforceable and binding on the Debtors, the Reorganized Debtors, any holder of a Claim against, or Interest in, the Debtors and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder voted to accept the Plan.

Dated: [•]
Houston, TX

/s/ /draft/

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