Docket #2521 Date Filed: 12/27/2024

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

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

NOTICE OF FILING OF FOURTH AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on January 12, 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket. No. 1228] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 1224] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 1223] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

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

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

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

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

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

PLEASE TAKE FURTHER NOTICE THAT on August 23, 2024, the Debtors filed the (a) *Modified Second Amended Joint Chapter 11 Plan* [Docket No. 2027], (b) *Debtors' Emergency Motion for Entry of an Order (i) Approving the Amended Disclosure Statement, (ii) Approving Re-Solicitation of Classes 4 and 6 and Related Voting Procedures, (iii) Approving Forms of Modified Ballots, (iv) Scheduling a Confirmation Hearing, (v) Establishing Notice and Objection Procedures, and (vi) Shortening the Notice and Objection Periods in Connection With the Foregoing* [Docket No. 2030] (the "***Amended Disclosure Statement Motion***")[3]; and (c) *Notice of Filing of Second Amended Plan Supplement* [Docket No. 2031].

PLEASE TAKE FURTHER NOTICE THAT on September 5, 2024, the Debtors filed the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 2083] (the "***Disclosure Statement***").

PLEASE TAKE FURTHER NOTICE THAT on December 15, 2024, the Debtors filed the (a) *Further Modified Second Amended Joint Chapter 11 Plan* [Docket No. 2473], and on December 16, 2024, the Debtors filed the *Notice of Filing of Third Amended Plan Supplement* [Docket No. 2486].[4]

PLEASE TAKE FURTHER NOTICE THAT on December 26, 2024, the Debtors filed the *Further Modified Second Amended Joint Chapter 11 Plan* [Docket No. 2517] (as may be further amended, supplemented, or otherwise modified from time to time, the "***Plan***").

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors have filed the following documents (or forms of documents), schedules, and exhibits (the "***Fourth Amended Plan Supplement***") with the Court on December 27, 2024.

Exhibit	Document
Exhibit E	Amended Schedule of Retained Causes of Action
Exhibit E-1	Redline of Schedule E-1 Against Version Filed at Dkt. No. 2486

PLEASE TAKE FURTHER NOTICE THAT the further filings of the Plan Supplement may include: (a) additional New Organizational Documents; (b) the New Revolver Facility Credit Agreement; (c) a list of the members of the New Board of Reorganized Incora (to the extent known); (d) the schedule of Excluded Parties; (e) certain other documents as are necessary or

[3] The Amended Disclosure Statement Motion was approved at Docket No. 2086.

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

advisable to implement the Restructuring; and (f) amended versions of previously filed Plan Supplement documents.

PLEASE TAKE FURTHER NOTICE THAT the documents, or portions thereof, contained in the Plan Supplement are not final and remain subject to ongoing review by the Debtors and interested parties, including as provided for in the Plan. For the avoidance of doubt, the Debtors (subject to consent provisions set forth in the Plan) shall have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement. If any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect, the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT a remote hearing to consider confirmation of the Plan (the "***Confirmation Hearing***") is scheduled to commence at 9:00 a.m. (CST) on Friday, December 27, 2024, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or a notice filed on the Court's docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan was 4:00 p.m. (CST) on Thursday, December 12, 2024, and the deadline for applicable holders to vote on the Plan was 5:00 p.m. (CST) on Thursday, December 26, 2024. Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the required notice parties so as to be actually received on or before the Confirmation Objection Deadline. See the Disclosure Statement Order for further procedures with respect to any such objections.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.veritaglobal.com/incora) or from Verita Global (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

[Remainder of page intentionally blank]

Dated: December 27, 2024

Sincerely,

/s/ Charles A. Beckham, Jr.

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

CERTIFICATE OF SERVICE

I certify that, on December 27, 2024, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' noticing agent.

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

EXHIBIT E

AMENDED SCHEDULE OF RETAINED CAUSES OF ACTION

Exhibit E

SCHEDULE OF RETAINED CAUSES OF ACTION

Article IV.G of the Plan provides as follows:

> In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII.D, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action (and all Privilege Rights with respect thereto), whether arising before or after the Petition Date, in any court or other tribunal including, in an adversary proceeding filed in the Chapter 11 Cases, and including any actions specifically enumerated in the Schedule of Retained Causes of Action; *provided*, that, notwithstanding anything in the Plan to the contrary, the Reorganized Debtors waive their rights to assert, and release, any Released Preference Action; *provided further*, that, to the extent that any Subject Standing Motion Claim would otherwise constitute a Released Preference Action, then any such Subject Standing Motion Claim will not be released pursuant to this paragraph in the event the 2024/2026 Appellate Litigation Parties are granted derivative standing to pursue such Subject Standing Motion Claim in accordance with Article IV.A.2..
>
> The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors in their discretion.
>
> **No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Retained Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Retained Causes of Action against them.** 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 the Bankruptcy Court, the Reorganized Debtors expressly reserve all such 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 such Causes of Action upon, after, or as a consequence of Confirmation or Consummation of the Plan.
>
> The Reorganized Debtors, through their authorized agents or representatives, shall retain and 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, 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 Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.G of the Plan, the following **Schedule E-1** through **Schedule E-7** include specific types of Causes of Actions expressly preserved by the Debtors and the Reorganized Debtors, as applicable, including without limitation (1) claims related to contracts and leases; (2) claims related to insurance policies; (3) claims related to deposits, adequate assurance payments, prepayments, and other collateral postings; (4) causes of action related to liens; (5) defenses, cross-claims, and counter-claims related to litigation and possible litigation; (6) claims related to accounts receivable and accounts payable; and (7) claims related to tax refunds; which are attached hereto as **Schedule E-1**, **Schedule E-2**, **Schedule E-3**, **Schedule E-4**, **Schedule E-5**, **Schedule E-6**, and **Schedule E-7**, respectively.

Exhibit E

SCHEDULE E-1

CLAIMS RELATED TO CONTRACTS AND LEASES

Each Schedule G of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as the same may be amended from time to time, is hereby incorporated by reference in this **Schedule E-1** as if fully set forth herein.[1] The Debtors further incorporate by reference the Schedule of Rejected Executory Contracts and/or Unexpired Leases and the Schedule of Assumed Executory Contracts and/or Unexpired Leases filed as part of the Plan Supplement, as the same may be amended from time to time.

Unless otherwise specifically released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action, based in whole or in part upon any and all contracts and leases to which any Debtor or Reorganized Debtor is or was a party or pursuant to which any Debtor or Reorganized Debtor has any rights or obligations whatsoever (regardless of whether such contract or lease is specifically identified herein or in the Schedules, the Plan, this Plan Supplement, or any amendments thereto), including without limitation all Executory Contracts and Unexpired Leases that are assumed or rejected pursuant to the Plan or an order of the Bankruptcy Court. The claims and Causes of Action reserved include, without limitation, Causes of Action against vendors, lessors, suppliers of goods or services, customers, or any other parties:

(a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff;

(b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations;

(c) for underperformance or failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts;

(d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party;

(e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors;

[1] *See* Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

(f) for environmental or contaminant exposure matters against lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods;

(g) for counter-claims and defenses related to any contractual obligations;

(h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code;

(i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims; and

(j) for recovery of payments under paragraph 5 of the *Final Order (I) Authorizing the Payment of Prepetition Claims of Critical Vendors and Foreign Claimants, (II) Authorizing the Payment of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 128], including any such claims against Howmet Aerospace, Inc. and its affiliated entities or Lisi Aerospace and its affiliated entities.

Exhibit E

SCHEDULE E-2

CLAIMS RELATED TO INSURANCE POLICIES

Schedule 1 to the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Maintain Their Insurance Policies and Programs and Honor Related Obligations, (II) Authorizing the Debtors to Renew, Supplement, Modify, Extend, Reduce or Purchase Insurance Policies, and (III) Modify the Automatic Stay with Respect to Workers' Compensation* [Docket No. 8] (the "***Insurance Motion***") is hereby incorporated by reference in this **Schedule E-2** as if fully set forth herein. Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies, including D&O Policies, to which any Debtor or Reorganized Debtor is or was a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified herein or in the Insurance Motion, the Plan, this Plan Supplement, or any amendments thereto, including all such claims concerning which the Debtors have notified such insurers as of the Effective Date and Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, surety bond issuers or other Insurers relating to coverage, indemnity, contribution, reimbursement, or any other matters. For the avoidance of doubt, the Reorganized Debtors expressly reserve and retain all Causes of Action arising in connection with any previously asserted, pending, or future claims under the insurance contracts and insurance policies. Without limiting the generality of the foregoing, the Reorganized Debtors expressly reserve all Causes of Action against the Entities identified in the Insurance Motion.

Exhibit E

SCHEDULE E-3

CLAIMS RELATED TO DEPOSITS, ADEQUATE ASSURANCE PAYMENTS, PREPAYMENTS, AND OTHER COLLATERAL POSTINGS

Each Part 2 of Schedule A/B of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this **Schedule E-3** as if fully set forth herein.[2] Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action based in whole or in part upon any and all postings of security deposits, adequate assurance payment, or any other type of deposit, prepayment or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto.

[2] *See* Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

Exhibit E

SCHEDULE E-4

CAUSES OF ACTION RELATED TO LIENS

Each Schedule E of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this **Schedule E-4** as if fully set forth herein.[3] Unless otherwise released by the Plan or the DIP Orders, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is included herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto.

[3] *See* Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

Exhibit E

SCHEDULE E-5

DEFENSES, CROSS-CLAIMS AND COUNTERCLAIMS RELATED TO LITIGATION AND POTENTIAL LITIGATION

As provided in Article VIII of the Plan, to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, the Debtors reserve and the Reorganized Debtors shall retain 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. Unless otherwise specifically released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including an adversary proceeding before the Bankruptcy Court, between the Debtors and such Entity, regardless of whether such Entity is included herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto, and including all counterclaims that have been presented or threatened and all claims and counterclaims with respect to workers' compensation. Notwithstanding anything to the contrary in the foregoing, 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 are Releasing Parties) 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. Each of the following is hereby incorporated by reference in this **Schedule E-5** as if fully set forth herein: (a) each Part 11 of Schedule A/B of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time[4] and (b) each Part 3 of the Statement of Financial Affairs filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time.[5]

[4] *See* Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

[5] *See* Docket Nos. 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601.

Exhibit E

SCHEDULE E-6

CAUSES OF ACTION RELATED TO ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE

Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action against or related to any and all Entities that (i) owe or may in the future owe money to the Debtors or Reorganized Debtors, or (ii) assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them, in each case in the foregoing clauses (i) and (ii), regardless of whether any such Entity is expressly identified herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto, and including, without limitation, any and all Entities listed on Part 3 of Schedule A/B, Schedule E or Schedule E/F of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, which are hereby incorporated by reference to this **Schedule E-6** as if fully set forth herein.[6]

[6] *See* Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

Exhibit E

SCHEDULE E-7

CAUSES OF ACTION RELATED TO TAX REFUNDS

Each Part 11 of Schedule A/B of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this **Schedule E-7** as if fully set forth herein.[7] Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action against or related to any and all Entities that (i) owe or may in the future owe money related to tax refunds, credits, overpayments, recoupments or offsets to the Debtors or Reorganized Debtors, or (ii) assert or may assert that the Debtors or Reorganized Debtors owe taxes to them, in each case in the foregoing clauses (i) and (ii), regardless of whether any such Entity is included herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto.

[7] *See* Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

EXHIBIT E-1

REDLINE OF SCHEDULE E-1
CLAIMS RELATED TO CONTRACTS AND LEASES

Exhibit E-1

REDLINE OF SCHEDULE E-1
CLAIMS RELATED TO CONTRACTS AND LEASES

Each Schedule G of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as the same may be amended from time to time, is hereby incorporated by reference in this **Schedule E-1** as if fully set forth herein.[12] The Debtors further incorporate by reference the Schedule of Rejected Executory Contracts and/or Unexpired Leases and the Schedule of Assumed Executory Contracts and/or Unexpired Leases filed as part of the Plan Supplement, as the same may be amended from time to time.

Unless otherwise specifically released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action, based in whole or in part upon any and all contracts and leases to which any Debtor or Reorganized Debtor is or was a party or pursuant to which any Debtor or Reorganized Debtor has any rights or obligations whatsoever (regardless of whether such contract or lease is specifically identified herein or in the Schedules, the Plan, this Plan Supplement, or any amendments thereto), including without limitation all Executory Contracts and Unexpired Leases that are assumed or rejected pursuant to the Plan or an order of the Bankruptcy Court. The claims and Causes of Action reserved include, without limitation, Causes of Action against vendors, lessors, suppliers of goods or services, customers, or any other parties:

(a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff;

(b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations;

(c) for underperformance or failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts;

(d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party;

(e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors;

[12] *See* Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

(f) for environmental or contaminant exposure matters against lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods;

(g) for counter-claims and defenses related to any contractual obligations;

(h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; ~~and~~

(i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims~~.~~**; and**

(j) for recovery of payments under paragraph 5 of the *Final Order (I) Authorizing the Payment of Prepetition Claims of Critical Vendors and Foreign Claimants, (II) Authorizing the Payment of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 128], including any such claims against Howmet Aerospace, Inc. and its affiliated entities or Lisi Aerospace and its affiliated entities.