Docket #2613 Date Filed: 01/31/2025

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)

JOINT STIPULATION REGARDING AGREED FORM OF DEFINITIVE DOCUMENTS IN CONNECTION WITH THE FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC., *ET AL.*

(Related to Docket Nos. 2517, 2550)[2]

This stipulation (this "**Stipulation**") is entered into by and among (a) the Debtors, (b) the First Lien Noteholder Group, and (c) the 2024/2026 Noteholder Group (together, the "**Parties**").

WHEREAS, on December 26, 2024, the Debtors filed the *Further Modified Second Amended Join Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al* [Docket No. 2517] (as amended, supplemented or otherwise modified from time to time, including all exhibits, appendices and schedules thereto, the "**Plan**");

WHEREAS, on December 16, 18 and 27, 2024, the Court held a hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") and, on December 27, 2024, the Bankruptcy Court entered an order (later corrected at Docket No. 2550, as the *Corrected 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*) confirming the Plan (the "**Confirmation Order**");

WHEREAS, the Plan provides that (a) each of the New LLC Agreement, the New Convertible Takeback Notes Indenture and the New Exit Notes Indenture shall be in form and substance acceptable to

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at https://veritaglobal.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

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

the Required 1L Noteholders and the Required 2026 Noteholders and (b) as a condition to the Effective Date, the Definitive Documents (including the New LLC Agreement, the New Exit Notes Indenture and the New Convertible Takeback Notes Indenture) shall be, *inter alia*, in form and substance consistent with the consent rights set forth in the Plan, including the consent rights of the Required 1L Noteholders and the Required 2026 Noteholders, as applicable;

WHEREAS, as stated on the record at the Confirmation Hearing, the Parties further agreed to condition the Effective Date on the filing of a joint stipulation among the Parties, confirming that the New LLC Agreement, the New Convertible Takeback Notes Indenture and the New Exit Notes Indenture were in agreed and final form among the Parties;

WHEREAS, since the Confirmation Hearing and entry of the Confirmation Order, the Parties have negotiated in good faith and have reached agreement on the final forms of the New LLC Agreement, the New Convertible Takeback Notes Indenture and the New Exit Notes Indenture, each of which has been filed in the *Notice of Filing of Sixth Amended Plan Supplement* [Docket No. 2612] (the "**Final Plan Supplement**");

NOW, THEREFORE, the Parties, by their respective counsel, stipulate and agree that:

1. The New LLC Agreement, the New Convertible Takeback Notes Indenture and the New Exit Notes Indenture, each in the form filed in the Final Plan Supplement, are (a) in agreed and final form and (b) in form and substance acceptable to the Required 1L Noteholders and the Required 2026 Noteholders, thereby satisfying the consent rights of the First Lien Noteholder Group and the 2024/2026 Noteholder Group with respect to such Definitive Documents as set forth in Article IX.A.5 of the Plan.

2. This Stipulation and the agreements reflected herein are solely for purposes of the Plan and not any other chapter 11 plan or otherwise. Except for the acknowledgment of the satisfaction of the consent rights expressly set forth herein, this Stipulation is without prejudice to any and all rights, including consent rights, that the Parties may have under or relating to the Plan or otherwise, and consummation of the Plan shall remain subject to satisfaction of all other conditions precedent thereto as set forth therein.

3. This Stipulation shall be effective as to the Parties upon filing with the Bankruptcy Court, without need for approval of the Bankruptcy Court.

4. The Parties acknowledge that the Bankruptcy Court has jurisdiction over all matters arising from or related to the implementation, interpretation, or enforcement of this Stipulation pursuant to Article XI of the Plan.

[*Signature Pages Follow*]

Dated: January 31, 2025
Houston, Texas

Respectfully submitted,

/s/ Charles A. Beckham, Jr.

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Counsel to the 2024/2026 Noteholder Group

Certificate of Service

I certify that, on January 31, 2025 I caused a copy of the foregoing document to be served by 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.