

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

*In re*

**WESCO AIRCRAFT HOLDINGS, INC.,  
*et al.*,<sup>1</sup>**

Debtors.

Case No. 23-90611 (DRJ)

Chapter 11

(Joint Administration Requested)

**DEBTORS' EMERGENCY MOTION  
FOR ENTRY OF AN ORDER (I) ENFORCING  
THE PROTECTIONS OF 11 U.S.C. §§ 362,  
365, 525 AND 541(C) AND (II) APPROVING NOTICE**

**Emergency relief has been requested. Relief is requested not later than 1:00 p.m. (Central Time) on June 1, 2023.**

**If you object to the relief requested or you believe that emergency consideration is not warranted, you must either appear at the hearing or file a written response prior to the hearing. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

**A hearing will be conducted on this matter on June 1, 2023 at 1:00 p.m. (Central Time) in Courtroom 400 (Jones), 4th Floor, 515 Rusk, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.**

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



**Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 1 (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones’s conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones’s home page. The meeting code is “Judge Jones”. Click the settings icon in the upper right corner and enter your name under the personal information setting.**

**Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Jones’ home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.**

The above-captioned debtors and debtors in possession (the “*Debtors*” and, together with their non-Debtor subsidiaries, “*Incora*”) respectfully state as follows.

### RELIEF REQUESTED

1. By this motion (the “*Motion*”), the Debtors seek entry of an order, substantially in the form attached to this Motion as **Exhibit A**, (a) restating and enforcing the protections afforded to them by sections 362, 365, 525 and 541(c) of title 11 of the U.S. Code (as amended, the “*Bankruptcy Code*”), (b) approving the form and manner of notice of those protections, and (c) granting related relief. A proposed form of notice is attached to the proposed Order as **Exhibit 1**.

2. In support of this Motion, the Debtors rely upon the *Declaration of Raymond Carney in Support of Chapter 11 Petitions and First Day Motions* filed concurrently with this Motion (the “*First Day Declaration*”).<sup>2</sup>

### JURISDICTION AND VENUE

3. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This Motion is a core proceeding under 28 U.S.C. § 157(b). Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

### BACKGROUND

4. Incora is a provider of supply chain management services in several industries and the largest independent distribution and supply chain services provider in the global civilian and military aerospace industry. In its distribution business, Incora offers aerospace hardware and parts, electronic products, chemicals, and tooling products, which it procures, tracks and provides to customers from service centers around the world. In its service business, Incora manages all aspects of its customers’ supply chains, including procurement, warehouse management, and on-

<sup>2</sup> Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.

site customer services, offering both customized supply-chain management plans and ad hoc direct sales. In both lines, timely delivery of necessary hardware and chemicals is critical to the business operations of Incora and its civilian and military customers.

5. On June 1, 2023 (the “*Petition Date*”), the Debtors each commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court. The Debtors have requested joint administration of their chapter 11 cases for procedural purposes. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or official committee has been appointed.

6. Additional information regarding the Debtors’ businesses, assets, capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

### **BASES FOR RELIEF**

7. Several provisions of the Bankruptcy Code afford a debtor, upon the filing of a bankruptcy petition, some form of protection. Most fundamentally, the automatic stay of section 362 enjoins all persons and entities from, among other things, (a) commencing or continuing any judicial, administrative or other action or proceeding against a debtor that was commenced or could have been commenced before the petition date, (b) commencing or continuing any judicial, administrative or other action or proceeding against a debtor to recover a claim against the debtor that arose before the petition date, (c) enforcing, against a debtor or against estate property, a judgment obtained before the petition date, (d) taking any act to obtain possession of property of or from a debtor’s bankruptcy estate, or to exercise control over estate property, (e) taking any act to create, perfect or enforce a lien against estate property, (f) taking any other act to collect, assess or recover a claim against a debtor that arose before the petition date. See 11 U.S.C. § 362(a).

8. The section 362 stay is self-executing and provides a debtor with a “breathing spell” that is often essential to a successful reorganization. *See, e.g., In re Cowin*, 864 F.3d 344, 352 (5th Cir. 2017) (“The automatic stay has three basic purposes: (1) to provide the debtor a breathing spell from his or her creditors by stopping all collection efforts . . . .”); *In re Halo Wireless, Inc.*,

684 F.3d 581, 586 (5th Cir. 2012) (citing *In re Commonw. Oil Refining Co.*, 805 F.3d 1175, 1182 (5th Cir. 1986)); *Browning v. Navarro*, 743 F.2d 1069, 1983 (5th Cir. 1984) (citations omitted). The automatic stay also benefits creditors by forestalling a “race to the courthouse” that would ensue if the most attentive creditors were allowed to exercise remedies against a debtor. *See, e.g., In re Cowin*, 864 F.3d at 352 (“The automatic stay has three basic purposes [including] . . . to protect creditors from each other by stopping the race for the debtor’s assets and preserving the assets for the benefit of all creditors[.]”); *In re Halo Wireless*, 684 F.3d at 586 (citing *In re Commonw. Oil Refining Co.*, 805 F.2d 1175, 1182 (5th Cir. 1986) (“The purpose of the automatic stay is to . . . protect creditors by preventing a race for the debtor’s assets . . . .”) (internal citations omitted)).

9. The automatic stay is global in scope because a debtor’s “estate” consists of all property of the debtor “wherever located and by whomever held.” 11 U.S.C. § 541(a); *see also In re Mirant Corp.*, 440 F.3d 238, 251 (5th Cir. 2006) (“Only through a comprehensive administration of the debtor’s property, wherever located and by whomever controlled, can the court shield the property from creditors’ unauthorized grasp; prevent harassment of debtors; and ultimately ensure equal distribution among creditors.”) (citing *In re Burgess*, 438 F.3d 493, 2006 WL 205043, at \*15 (5th Cir. Jan. 27, 2006) (Jones, C.J., dissenting)); *Underwood v. Hilliard (In re Rimsat, Ltd.)*, 98 F.3d 956, 961 (7th Cir. 1996) (holding that in rem jurisdiction over property of estate permits injunctions against foreign proceedings pursuant to the automatic stay). The automatic stay therefore applies to all of the property throughout the world in which any of the Debtors has an interest.

10. Furthermore, a debtor’s interest in property becomes property of the estate notwithstanding any provision in an agreement, transfer instrument, or applicable non-bankruptcy law that “restricts or conditions transfer of such interest by the debtor” or if it “is conditioned on the insolvency or financial condition of the debtor [or] on the commencement of a case under this title, . . . and that effects or gives an option to effect a forfeiture, modification, or termination of the debtor’s interest in property.” 11 U.S.C. § 541(c)(1)(A)–(B).

11. Just as the automatic stay gives a debtor time to determine how to deal with its debts, section 365 of the Bankruptcy Code provides a debtor with breathing room to determine whether to assume or reject its executory contracts and unexpired leases. Section 365(e)(1) achieves this purpose most directly by rendering insolvency-related termination provisions in executory contracts and unexpired leases unenforceable against a debtor. Courts apply § 365(e)(1) liberally, so that any provision that purports to modify the contract relationship due to one party's bankruptcy filing is "expressly denounced and . . . unenforceable." *In re Texaco, Inc.*, 73 B.R. 960, 965 (Bankr. S.D.N.Y. 1987). Section 365 of the Bankruptcy Code also prohibits, absent bankruptcy court approval, third parties from taking legal action to enforce the terms of a prepetition contract against a debtor. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 531–32 (1984). Therefore, third parties must continue to perform under executory contracts and unexpired leases until the debtor determines whether to assume or reject the same. *See In re Liljeberg Enters., Inc.*, 304 F.3d 410, 438 (5th Cir. 2002); *In re Nat. Gypsum Co.*, 208 F.3d 498, 505 (5th Cir. 2000).

12. Finally, section 525(a) of the Bankruptcy Code prohibits "governmental units" from, among other things, denying, revoking, suspending, or refusing to renew licenses, permits, charters, franchises, or other similar grants held by a chapter 11 debtor (or persons with whom the debtor is associated, including affiliates) on the basis that the debtor has failed to pay a dischargeable debt, has commenced a chapter 11 case, or was insolvent prior to the commencement of such case. *See* 11 U.S.C. § 525(a). The Bankruptcy Code defines "governmental unit" as the "United States; State; Commonwealth; District; Territory; municipality; foreign state; department, agency, or instrumentality of the United States (but not a United States trustee while serving as a trustee in a case under this title), a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government." 11 U.S.C. § 101(27) (emphases added). Thus, the protections of § 525(a) apply broadly to all local, state, and foreign governmental units.

13. Even though these sections of the Bankruptcy Code apply automatically and globally, some creditors, contract counterparties and governmental units may not be aware of them

or fully appreciate their significance. Therefore, the Debtors believe that it would be beneficial if they can provide notice of these provisions to parties in interest in a form that bears the imprimatur of a United States court.

14. The requested relief is particularly appropriate here because some of the Debtors, directly and through their various affiliates, operate in countries with legal systems that differ substantially from that of the United States, such as Mexico, Germany and Poland. As a global supply chain business, the Debtors engage with numerous non-U.S. suppliers and customers, as well as regulators and other governmental units outside the United States. The Debtors believe that, absent an order from this Court, some of these parties might attempt to take improper actions against the Debtors or against property of their estates.

15. Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). The relief requested in this Motion is consistent with the terms of the Bankruptcy Code and will facilitate a smooth and orderly transition of the Debtors’ global operations into chapter 11. Similar relief has been granted by courts in this District in other chapter 11 proceedings involving debtors with substantial non-U.S. operations. *See, e.g., In re Valaris PLC*, Case No. 20-34114 (MI) (Bankr. S.D. Tex. Aug. 20, 2020) (Docket No. 82); *In re Diamond Offshore Drilling, Inc.*, Case No. 20-32307 (DRJ) (Bankr. S.D. Tex. Apr. 27, 2020) (Docket No. 56); *In re McDermott Int’l, Inc.*, Case No. 20-30336 (DRJ) (Bankr. S.D. Tex. Jan. 23, 2020) (Docket No. 158).

### **EMERGENCY CONSIDERATION**

16. Bankruptcy Rule 6003 allows a bankruptcy court to grant relief within the first 21 days of a case “to the extent that relief is necessary to avoid immediate and irreparable harm.” Pursuant to that Bankruptcy Rule and Bankruptcy Local Rule 9013 1(i), the Debtors request emergency consideration of this Motion. The Debtors face a risk that certain creditors, counterparties and governmental units will take actions in contravention of the Bankruptcy Code as soon as they learn of the Debtors’ chapter 11 filings. The relief requested in this Motion will

mitigate that risk by allowing the Debtors to present those creditors, counterparties and government with an official order of this Court and a standardized notice that explains the automatic stay and other relevant statutes in simple terms. Without this relief, certain of those entities may not respect the automatic stay, which may give rise to operational difficulties or preventable litigation. For these reasons, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003, and the Motion should be granted on an emergency basis.

17. The Debtors also submit that emergency relief is appropriate because the requested relief is “procedural in nature and do[es] not affect the substantive rights of creditors and other parties-in-interest.” Procedures for Complex Cases in the Southern District of Texas ¶ 4(g) (Jan. 1, 2023).

#### NOTICE

18. Notice of this Motion will be provided to (a) the Office of the U.S. Trustee for Region 7; (b) the creditors holding the thirty largest unsecured claims, according to the list filed by the Debtors with their petitions and their counsel; (c) the administrative agent for the ABL Facility and its counsel; (d) the indenture trustee for the 1L Notes and its counsel; (e) the indenture trustee for the 1.25L Notes and its counsel; (f) the indenture trustee for the Unsecured Notes and its counsel; (g) the indenture trustee for the PIK Notes and its counsel; (h) Davis Polk & Wardwell LLP and Porter Hedges LLP, as counsel to an ad hoc group of holders of 1L Notes (the “**First Lien Noteholder Group**”); (i) Carlyle Global Credit Investment Management, LLC, and its counsel; (j) Senator Investment Group LP and its counsel; (k) Kobre & Kim LLP as counsel to an ad hoc group of holders of Unsecured Notes; (l) Langur Maize, L.L.C. and its counsel; (m) Katsumi and its counsel; (n) Platinum and its counsel; (o) the Internal Revenue Service; (p) the Office of the U.S. Attorney for the Southern District of Texas; and (q) any other party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice is required under the circumstances.

*[Remainder of page intentionally blank]*



Upon the foregoing Motion, the Debtors respectfully request that the Court (a) enter an order, substantially in the form attached as **Exhibit A**, granting this Motion and (b) grant such other relief as is just and proper.

Dated: June 1, 2023  
Houston, TX

Respectfully submitted,

/s/ Kelli S. Norfleet

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*Proposed Counsel to the  
Debtors and Debtors in Possession*

### **CERTIFICATE OF ACCURACY**

I certify, pursuant to Local Rule 9013-1(i), that the foregoing statements regarding the nature of the emergency set forth in the foregoing Motion are true and accurate to the best of my knowledge.

Dated: June 1, 2023

/s/ Kelli S. Norfleet  
Kelli S. Norfleet

### **CERTIFICATE OF SERVICE**

I certify that, on June 1, 2023, a true and correct copy of the foregoing document was served by the Electronic Case Filing system of the U.S. 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' proposed noticing agent.

Dated: June 1, 2023

/s/ Kelli S. Norfleet  
Kelli S. Norfleet

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

*In re*

**WESCO AIRCRAFT HOLDINGS, INC.,  
*et al.*,<sup>1</sup>**

Debtors.

Case No. 23-90611 (DRJ)

Chapter 11

(Jointly Administered)

**ORDER (I) ENFORCING  
THE PROTECTIONS OF 11 U.S.C. §§ 362,  
365, 525 AND 541(C) AND (II) APPROVING NOTICE**

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

Upon the motion (the “*Motion*”),<sup>2</sup> of the above-captioned debtors (collectively, the “*Debtors*”), for entry of an order (i) restating and enforcing the protections afforded to the Debtors by sections 362, 365, 525 and 541(c) of the Bankruptcy Code, (ii) approving the form and manner of notice of those protections, and (iii) granting related relief; and the Court having jurisdiction to decide the Motion and to enter this Order pursuant to 28 U.S.C. § 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such notice being adequate and appropriate under the circumstances; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Order; and it appearing that entry of this Order on an emergency basis is in the best interests of the Debtors’ estates; it is hereby **ORDERED** that:

1. Subject to section 362 of the Bankruptcy Code, all persons (including individuals, partnerships, corporations, and all those acting for or on their behalf) and all foreign and domestic governmental units (as such term is defined in section 101(27) of the Bankruptcy Code) and all those acting for or on their behalf are hereby stayed, restrained, and enjoined from:

- a. commencing or continuing any judicial, administrative, or other action or proceeding against the Debtors, including the issuance or employment of process, that was or could have been initiated before the Debtors’ chapter 11 cases commenced;
- b. enforcing, against the Debtors or against property of their estates, a judgment obtained before the commencement of the Debtors’ chapter 11 cases;
- c. collecting, assessing, or recovering a claim against the Debtors that arose before the commencement of the Debtors’ chapter 11 cases;
- d. taking any action to obtain possession of property of or from the Debtors’ estates or to exercise control over property of the Debtors’ estates;
- e. taking any action to create, perfect, or enforce any lien against property of the Debtors’ estates; or

<sup>2</sup> Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Motion.

- f. offsetting any debt owing to the Debtors that arose before the commencement of the Debtors' chapter 11 cases against any claim against the Debtors;

subject in each case to the exceptions set forth in §§ 362(b), 555–557 and 559–561 of the Bankruptcy Code.

2. Pursuant to section 365(e)(1) of the Bankruptcy Code, notwithstanding any provision in a contract, lease, or applicable law, each non-Debtor counterparty to a Debtor's executory contract or unexpired lease (and all those acting on such counterparty's behalf) is stayed, restrained, and enjoined from terminating or modifying such contract or lease or any right or obligation thereunder because of a provision in such contract or lease that is conditioned on (a) the insolvency or financial condition of any Debtor or (b) the commencement of the Debtors' chapter 11 cases.

3. Pursuant to section 525 of the Bankruptcy Code, all foreign and domestic governmental units and all those acting on their behalf are stayed, restrained, and enjoined from any act to:

- a. deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to the Debtors or the Debtors' affiliates on account of (i) the commencement of the Debtors' chapter 11 cases, (ii) the Debtors' insolvency, or (iii) the fact that the Debtors have not paid a debt that is dischargeable in their chapter 11 cases;
- b. condition a license, permit, charter, franchise, or other similar grant to the Debtors or the Debtors' affiliates on account of (i) the commencement of the Debtors' chapter 11 cases, (ii) the Debtors' insolvency, or (iii) the fact that the Debtors have not paid a debt that is dischargeable in their chapter 11 cases;
- c. discriminate against the Debtors or the Debtors' affiliates with respect to a license, permit, charter, franchise, or other similar grant on account of (i) the commencement of the Debtors' chapter 11 cases, (ii) the Debtors' insolvency, or (iii) the fact that the Debtors have not paid a debt that is dischargeable in their chapter 11 cases; or

- d. interfere in any way with any and all property of the Debtors' estates, wherever located.

4. Pursuant to section 541 of the Bankruptcy Code, all of the Debtors' interests in property, wherever located and by whomever held, are property of the Debtors' estates notwithstanding any agreement, transfer agreement, or applicable law that restricts or conditions the transfer of such interests by the Debtors, or that is conditioned on the insolvency or financial condition of the Debtors or on the commencement of the Debtors' chapter 11 cases, or that effects or gives an option to effect a forfeiture, modification, or termination of any of the Debtors' interests in property.

5. This Order shall not (a) limit any party's rights with respect to any exceptions set forth in the Bankruptcy Code to the restrictions or limitations described in this Order or (b) affect any other substantive rights of any party.

6. The Debtors are authorized, but not directed, to serve notice, substantially in the form attached as **Exhibit 1** to this Order, upon creditors, governmental units or other regulatory authorities, and/or persons wherever located.

7. Nothing in this Order or the Motion shall constitute a rejection or assumption by the Debtors, as debtors in possession, of any executory contract or unexpired lease.

8. Notwithstanding any provision of the Bankruptcy Rules or Local Rules, the terms of this Order shall be immediately effective and enforceable upon its entry.

9. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Order, including by translating the Proposed Notice into languages other than English or modifying the Proposed Notice to conform to local English spelling and usage.

10. The Court shall retain jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: \_\_\_\_\_  
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1 TO GLOBAL ENFORCEMENT ORDER**  
**FORM OF NOTICE**



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

*In re*

**WESCO AIRCRAFT HOLDINGS, INC.,  
*et al.*,<sup>1</sup>**

Debtors.

Case No. 23-90611 (DRJ)

Chapter 11

(Jointly Administered)

**NOTICE OF ORDER  
ENFORCING THE PROTECTIONS OF  
11 U.S.C. §§ 362, 365, 525 AND 541(C)**

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

On June 1, 2023 (the “*Petition Date*”), the above-captioned debtors (the “*Debtors*”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of Texas (the “*Bankruptcy Court*”) under the caption *In re Wesco Aircraft Holdings, Inc., et al.*, Case No. 23-90611 (DRJ).

### THE ENFORCEMENT ORDER

1. On [•], 2023, the Bankruptcy Court entered an order (the “*Enforcement Order*”), restating and enforcing certain provisions of the Bankruptcy Code described below. The Enforcement Order is annexed to this notice.

2. The Enforcement Order applies worldwide to each of the Debtors and all of their property. ***The Enforcement Order applies to you.*** If you attempt to take any action in violation of the Enforcement Order or the Bankruptcy Code, ***that action may be void and you may be subject to monetary penalties or other sanctions.***

### INJUNCTION AGAINST CERTAIN ACTIONS AGAINST THE DEBTORS AND THEIR PROPERTY

3. Pursuant to section 362(a) of the Bankruptcy Code, the Debtors’ filing of their respective voluntary petitions operated as an immediate and automatic stay or injunction (the “*Automatic Stay*”), which prohibits all persons and entities from, among other things: (a) commencing or continuing any judicial, administrative or other action or proceeding against any Debtor that was commenced or could have been commenced before the Petition Date, (b) commencing or continuing any judicial, administrative or other action or proceeding against any Debtor to recover a claim against a Debtor that arose before the Petition Date; (c) enforcing, against any Debtor or against any property of any Debtor’s bankruptcy estate,<sup>2</sup> a judgment obtained before the Petition Date; (d) taking any act to obtain possession of property of or from any Debtor’s bankruptcy estate, or to exercise control over property of any Debtor’s bankruptcy estate;

<sup>2</sup> Property of the Debtors’ bankruptcy estates includes all legal or equitable interests of any Debtor in property as of the commencement of their respective chapter 11 cases, subject to exceptions set forth in § 541(b), (c)(2) of the Bankruptcy Code.

(e) taking any act to create, perfect or enforce any lien against property of any Debtor's bankruptcy estate; (f) taking any other act to collect, assess or recover a claim against any Debtor that arose before the Petition Date.

4. Any entity that seeks to assert claims or interests or to exercise remedies or other legal or equitable rights against any Debtor or its estate must do so solely in accordance with the Bankruptcy Code by appearing before the Bankruptcy Court.

#### **NO CONTRACT MODIFICATION**

5. Pursuant to § 365(e)(1) of the Bankruptcy Code, no counterparty may terminate or modify any contract or lease to which a Debtor is party on the basis of the Debtors' bankruptcy filings, their insolvency or financial condition.

#### **NO GOVERNMENTAL DISCRIMINATION**

6. Pursuant to § 525 of the Bankruptcy Code, no governmental agency, department, division or subdivision, or any similar governing authority (including any non-U.S. authority) may, among other things, deny, revoke, suspend, or refuse to renew any license, permit, charter, franchise, or other similar grant held by a Debtor (or persons with whom the Debtor is associated, including its affiliates) on the basis that the Debtor has failed to pay a dischargeable debt, has commenced a chapter 11 case, or was insolvent prior to the Petition Date.

Additional information regarding the Debtors and their chapter 11 cases, including copies of filed documents, is available without cost at <http://www.kccllc.net/incora/>. You may also contact the undersigned [proposed] counsel to the Debtors for further information.

Dated: [•]

Dennis F. Dunne  
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**ANNEX TO NOTICE**  
**GLOBAL ENFORCEMENT ORDER**