

ENTERED

June 27, 2024

Nathan Ochsner, Clerk

**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)

**ORDER AUTHORIZING AND IMPLEMENTING
SETTLEMENT OF ADVERSARY PROCEEDING**

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



239061124070300000000004

Upon the motion (the “*Motion*”),² of the above-captioned debtors (collectively, the “*Debtors*”), for entry of an order (this “*Order*”) authorizing and implementing the Settlement; 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 of the relief in the Motion and the terms of settlement under the Motion filed on June 4, 2024 in the Adversary Proceeding that was then served on all parties in interest on the Master Service List for the main bankruptcy case, and which was refiled in the main bankruptcy case seeking emergency approval and otherwise served again on parties in interest to the Master Service List in the main bankruptcy case, 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 is in the best interests of the Debtors’ estates; it is hereby **ORDERED** that:

1. Omitted.
2. The Debtors and Arrow are authorized to execute a vendor payment agreement (the “*VPA*”) in substantially the form attached to the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (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* [Main Case Docket No. 3]. The VPA shall provide that Arrow will extend credit on 30-day payment terms, up to a global limit of \$250,000.
3. Upon execution of the VPA, the Debtors shall pay \$740,000.00 (the “*Settlement Payment*”) to Arrow in full satisfaction of the claims asserted by Arrow in the Adversary Proceeding and the proofs of claim filed by Arrow in the Chapter 11 Cases.

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

4. Upon payment pursuant to paragraph 3 of this Order, each of Arrow's outstanding proofs of claim in the Chapter 11 Cases shall be deemed withdrawn and Arrow's scheduled unsecured claim shall be deemed satisfied.

5. The Adversary Proceeding is dismissed, without prejudice to reinstatement if the execution of the VPA or the transfer of the Settlement Payment does not occur. The Clerk of Court is directed to close the Adversary Proceeding.

6. Upon payment pursuant to paragraph 3 of this Order and upon other consideration set forth in the Settlement, the Debtors on behalf of itself and any other party, person, or entity claiming under or through the Debtors, hereby generally releases, discharges, acquits, and covenants not to sue (i) Arrow and its respective current and former agents, servants, officers, directors, share-holders, employees, subsidiaries, divisions, affiliates, parents, attorneys, successors, predecessors, heirs, personal representatives, and assigns from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, expenses, liens, and claims of every kind, nature, and character whatsoever, other than with respect to subsequent commercial agreements between Arrow and the Debtors, the VPA, and the rights and obligations of the Releasing Parties under the Settlement or Order, whether in law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulatory, tort (including, without limitation, intentional torts, fraud, misrepresentation, defamation, breaches of alleged fiduciary duty, recklessness, gross negligence, or negligence) or otherwise, accrued or unaccrued, known or unknown, matured, unmatured, liq-uidated or unliquidated, certain or contingent, that such Releasing Party ever had or claimed to have or now has or claims to have, against any Released Party arising under or related to the Settlement, the Adversary Proceeding, each of Arrow's outstanding proofs of claim in the Chapter 11 Cases, or Arrow's scheduled unsecured claim, and (ii) each other Releasing Party from any and all other claims or causes of action arising prior to the entry of this Order, other than with respect to subsequent commercial agreements between Arrow and the Debtors, the VPA, and the rights and obligations of the Releasing Parties under the Settlement or Order.

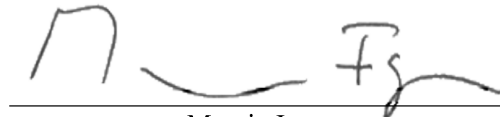
Upon payment pursuant to paragraph 3 of this Order and upon other consideration set forth in the Settlement, Arrow on behalf of itself and any other party, person, or entity claiming under or through Arrow, hereby generally releases, discharges, acquits, and covenants not to sue (i) the Debtors and their respective current and former agents, servants, officers, directors, share-holders, employees, subsidiaries, divisions, affiliates, parents, attorneys, successors, predecessors, heirs, personal representatives, and assigns from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, expenses, liens, and claims of every kind, nature, and character whatsoever, other than with respect to subsequent commercial agreements between Arrow and the Debtors, the VPA, and the rights and obligations of the Releasing Parties under the Settlement or Order, whether in law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulatory, tort (including, without limitation, intentional torts, fraud, misrepresentation, defamation, breaches of alleged fiduciary duty, recklessness, gross negligence, or negligence) or otherwise, accrued or unaccrued, known or unknown, matured, unmatured, liq-uidated or unliquidated, certain or contingent, that such Releasing Party ever had or claimed to have or now has or claims to have, against any Released Party arising under or related to the Settlement, the Adversary Proceeding, each of Arrow's outstanding proofs of claim in the Chapter 11 Cases, or Arrow's scheduled unsecured claim, and (ii) each other Releasing Party from any and all other claims or causes of action arising prior to the entry of this Order, other than with respect to subsequent commercial agreements between Arrow and the Debtors, the VPA, and the rights and obligations of the Releasing Parties under the Settlement or Order.

7. Notwithstanding Bankruptcy Rule 6004(h) or any other provision of the Bankruptcy Rules or the Bankruptcy Local Rules of the U.S. Bankruptcy Court for the Southern District of Texas, the terms of this Order shall be immediately effective and enforceable upon its entry.

8. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Order, including by recording the withdrawal and satisfaction of Arrow's claims on the Debtors' claims register.

9. The Court retains exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of this Order or the Settlement.

Signed: June 27, 2024



Marvin Isgur
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of Texas

Arrow Electronics, Inc.,
Plaintiff
Wesco Aircraft Holdings, Inc.,
Defendant

Adv. Proc. No. 24-03010-mi

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Jun 27, 2024

User: ADIuser
Form ID: pdf002

Page 1 of 2
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 29, 2024:

Recip ID	Recipient Name and Address
pla	+ Arrow Electronics, Inc., 9201 Dry Creek Road, Englewood, CO 80112, UNITED STATES 80112-2818
dft	+ Wesco Aircraft Holdings, Inc., 2601 Meacham Blvd., Suite 400, Fort Worth, TX 76137-4213

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
intp	Email/Text: kccnoticing@kccllc.com	Jun 27 2024 20:01:00	KURTZMAN CARSON CONSULTANTS LLC, 222 N PACIFIC COAST HWY STE 300, EL SEGUNDO, CA 90245-5614

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 29, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 27, 2024 at the address(es) listed below:

Name	Email Address
Charles A Beckham, Jr	on behalf of Defendant Wesco Aircraft Holdings Inc. charles.beckham@haynesboone.com, kenneth.rusinko@haynesboone.com;jodi.valencia@haynesboone.com
Evan Gershbein	on behalf of Interested Party KURTZMAN CARSON CONSULTANTS LLC ECFpleadings@kccllc.com ecfpleadings@kccllc.com

District/off: 0541-4

User: ADIuser

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Date Rcvd: Jun 27, 2024

Form ID: pdf002

Total Noticed: 3

Jeffrey M Galen

on behalf of Plaintiff Arrow Electronics Inc. jeffrey.galen@galendavislaw.com

TOTAL: 3