

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

United States Bankruptcy Court for the Southern District of Texas, Houston Division

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

<input type="checkbox"/> Wesco Aircraft Holdings, Inc. (Case No. 23-90611)	<input type="checkbox"/> Haas TCM Industries LLC (Case No. 23-90889)	<input type="checkbox"/> Wesco 1 LLP (Case No. 23-90675)
<input type="checkbox"/> Adams Aviation Supply Company Ltd. (Case No. 23-90666)	<input checked="" type="checkbox"/> Haas TCM of Israel Inc. (Case No. 23-90703)	<input type="checkbox"/> Wesco 2 LLP (Case No. 23-90676)
<input type="checkbox"/> Flintbrook Limited (Case No. 23-90695)	<input type="checkbox"/> Interfast USA Holdings Inc. (Case No. 23-90684)	<input type="checkbox"/> Wesco Aircraft Canada Inc. (Case No. 23-90694)
<input type="checkbox"/> Haas Chemical Management of Mexico, Inc. (Case No. 23-90696)	<input type="checkbox"/> NetMRO, LLC (Case No. 23-90685)	<input type="checkbox"/> Wesco Aircraft Canada, LLC (Case No. 23-90688)
<input type="checkbox"/> Haas Corporation of Canada (Case No. 23-90693)	<input type="checkbox"/> Pattonair (Derby) Limited (Case No. 23-90668)	<input type="checkbox"/> Wesco Aircraft EMEA, Ltd. (Case No. 23-90705)
<input type="checkbox"/> Haas Corporation of China (Case No. 23-90697)	<input type="checkbox"/> Pattonair Europe Limited (Case No. 23-90669)	<input type="checkbox"/> Wesco Aircraft Europe Limited (Case No. 23-90708)
<input type="checkbox"/> Haas Group Canada Inc. (Case No. 23-90698)	<input type="checkbox"/> Pattonair Group Limited (Case No. 23-90670)	<input type="checkbox"/> Wesco Aircraft Hardware Corp. (Case No. 23-90677)
<input type="checkbox"/> Haas Group International SCM Limited (Case No. 23-90699)	<input type="checkbox"/> Pattonair Holding, Inc. (Case No. 23-90686)	<input type="checkbox"/> Wesco Aircraft International Holdings Limited (Case No. 23-90707)
<input type="checkbox"/> Haas Group International, LLC (Case No. 23-90691)	<input type="checkbox"/> Pattonair Holdings Limited (Case No. 23-90671)	<input type="checkbox"/> Wesco Aircraft SF, LLC (Case No. 23-90687)
<input type="checkbox"/> Haas Group, LLC (Case No. 23-90667)	<input type="checkbox"/> Pattonair Limited (Case No. 23-90672)	<input type="checkbox"/> Wesco LLC 1 (Case No. 23-90678)
<input type="checkbox"/> Haas Holdings, LLC (Case No. 23-90690)	<input type="checkbox"/> Pattonair USA, Inc. (Case No. 23-90604)	<input type="checkbox"/> Wesco LLC 2 (Case No. 23-90679)
<input type="checkbox"/> Haas International Corporation (Case No. 23-90700)	<input type="checkbox"/> Pioneer Finance Corporation (Case No. 23-90682)	<input type="checkbox"/> Wolverine Intermediate Holding Corporation (Case No. 23-90680)
<input type="checkbox"/> Haas of Delaware LLC (Case No. 23-90692)	<input type="checkbox"/> Pioneer Holding Corporation (Case No. 23-90704)	<input type="checkbox"/> Wolverine Intermediate Holding II Corporation (Case No. 23-90681)
<input type="checkbox"/> Haas TCM de Mexico, S. de R.L. de C.V. (Case No. 23-90701)	<input type="checkbox"/> Quicksilver Midco Limited (Case No. 23-90673)	<input type="checkbox"/> Wolverine UK Holdco Limited (Case No. 23-90683)
<input type="checkbox"/> Haas TCM Group of the UK Limited (Case No. 23-90702)	<input type="checkbox"/> UNISEAL, Inc. (Case No. 23-90674)	

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	Aero Hardware & Parts Company, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Mark W. Powers Name Bowditch & Dewey, LLP, 311 Main Street Number Street Worcester, MA 01615 City State ZIP Code Country Contact phone 508 926-3427 Contact email mpowers@bowditch.com Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Country Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

RECEIVED

SEP 28 2023

KURTZMAN CARSON CONSULTANTS

[Handwritten signature]
9/28/23



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 32,311.27 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Sale and delivery of goods

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

RECEIVED

SEP 28 2023

KURTZMAN CARSON CONSULTANTS

M
9/26/23

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

\$ 28,741.13

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 28,741.13

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent, Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor, Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/26/2023

MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Patrick M. McCarthy
 First name Middle name Last name

Title President

Company Aero Hardware & Parts Company, Inc.
 Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 130 Business Park Drive
 Number Street

Armonk NY 10504 U.S.A
 City State ZIP Code Country

Contact phone 914 273-8550 Email pm@aerohardwareparts.com

RECEIVED

SEP 28 2023

KURTZMAN CARSON CONSULTANTS

Handwritten initials and date: 9/26/23

September 27, 2023

SENT VIA FEDEX 773555054417

Incora Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Ste. 300
El Segunodo, CA 90245

Re: Haas TCM of Israel, Inc. (the "Debtor"), United States Bankruptcy Court, Southern District of Texas, Case No. 23-90703

Dear Sir/Madam:

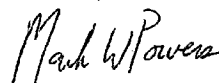
Enclosed is a Proof of claim filed by Aero Hardware & Parts Co., Inc. in the amount of **\$32,311.27** that includes the following separate claims:

1. Administrative Expense Claim for goods sold and delivered within 20 days of the Debtor's bankruptcy filing in the amount of **\$28,741.13**; and
2. General unsecured claim in the amount of **\$3,570.14** for goods sold and delivered to the Debtor prior to the 20 day period before the Debtor's bankruptcy filing.

Also enclosed are copies for date-stamping to be returned in the enclosed self-addressed stamped envelope.

Thank you for your assistance.

Sincerely,



Mark W. Powers

MWP:kk
Enclosures

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

In re:)	Chapter 11
)	
HAAS TCM OF ISRAEL, INC.)	Case No. 23-90703
)	(Jointly Administered)
Debtors.)	
)	
)	
)	
)	

**EXHIBIT A TO PROOF OF CLAIM OF
AERO HARDWARE & PARTS COMPANY, INC.**

1. On June 1, 2023 (the "Petition Date") Haas TCM of Israel, Inc. (the "Debtor") and various affiliates (collectively, the "Debtors") each filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Code"), United States Bankruptcy Court, Southern District of Texas.

2. Prior to the Petition Date, Aero Hardware & Parts Company, Inc. ("Aero") sold and delivered goods to the Debtor.

3. Aero holds claims against the Debtor in the total amount of **\$32,311.27** prior to the Petition Date consisting of (A) a general unsecured claim in the amount of \$3,570.14 and (B) an administrative expense claim under section 503(b)(9) of the U.S. Bankruptcy Code in the amount of **\$28,741.13** for goods sold and delivered to the Debtor within the 20 day period prior to the Petition Date.

4. Aero holds a general unsecured claim in the amount of **\$3,570.14** for goods sold and delivered to the Debtor prior to the 20 day period before the Petition Date, as follows:

<u>Date of Invoice</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>	<u>Date of Delivery</u>
April 3, 2023	145262	\$1,254.76	Prior to May 11, 2023
February 9, 2023	145002	\$2,315.38	Prior to May 11, 2023
TOTAL		\$3,570.14	

5. Aero holds an administrative expense claim under section 503(b)(9) of the U.S. Bankruptcy Code against the Debtor in the amount of **\$28,741.13** for goods sold and delivered to the Debtor within the 20 day period before the Petition Date, as follows:

<u>Date of Invoice</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>	<u>Date of Delivery</u>
April 17, 2023	145319	\$608.13	May 23, 2023
April 25, 2023	145367	\$20,314.50	May 23, 2023
May 4, 2023	145415	\$977.21	May 31, 2023
May 8, 2023	145424	\$1,641.30	May 31, 2023
May 8, 2023	145428	\$221.97	May 30, 2023
May 9, 2023	145435	\$1,511.22	May 31, 2023
May 9, 2023	145437	\$3,466.80	May 31, 2023
		\$28,741.13	

6. The Debtor has no defenses, counterclaims or rights of offset to these claims.

7. Aero reserves the right to (a) amend and/or supplement this Claim at any time, including after the applicable bar date, and in any manner; and (b) to file additional proofs of claim for any additional claim(s) that may be based on the same or additional documents or grounds of

[Handwritten Signature]
2/28/23

liability. This Claim is not, and shall not be deemed to be, a waiver of any claim, right or defense by Aero, and all claims, rights and defenses are hereby asserted and preserved.

8. Without limiting the foregoing, the filing of this Claim is not and shall not be deemed or construed as: (a) a waiver or release by Aero of any rights against any person, entity or property; (b) a consent by Aero to the jurisdiction of any court with respect to any proceeding, if any, commenced in any case or otherwise involving Aero; (c) a waiver or release of Aero's right to trial by jury or Aero's consent to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related thereto, notwithstanding the designation or not of such matters as core proceedings pursuant to 28 U.S.C. § 157 or otherwise; (d) a waiver or release of Aero's right to have, or to assert that, any and all final orders in any and all matters or proceedings be entered only after *de novo* review by a judge of the United States District Court; (e) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto, or any other proceeding which may be commenced in this case or otherwise involving Aero; (f) an election of remedies or choice of law; (g) a waiver or release of or any other limitation on Aero's right to assert that any portion of the claims asserted herein are entitled to treatment as priority claims or as administrative claims under §§ 503(b) and 507(a) of the Bankruptcy Code; or (h) a waiver of any rights, claims, actions or defenses, setoffs, recoupments or other matters to which Aero is entitled under any agreements, at law, in equity or otherwise.

Handwritten:
✓
9/24/23