IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
AVENGER FLIGHT GROUP, LLC, *et al*.,	Case No. 26-10183 (MFW)
Debtors.[1]	(Jointly Administered)

Objection Deadline: May 27, 2026 at 4:00 p.m. (ET)
HEARING DATE: June 23, 2026 AT 10:30 A.M. (ET)

DEBTORS' FOURTH OMNIBUS MOTION FOR THE ENTRY OF AN ORDER (A) AUTHORIZING REJECTION OF UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE SALE CLOSING DATE; (B) ABANDONING ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES; AND (C) GRANTING RELATED RELIEF

IF YOU HAVE RECEIVED THIS MOTION AND ARE A COUNTERPARTY TO AN AGREEMENT WITH THE ABOVE-CAPTIONED DEBTORS, PLEASE REVIEW THIS MOTION IN ITS ENTIRETY, INCLUDING EXHIBIT A ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this motion (this "Motion") for the entry of an order (the "Order"), substantially in the form attached hereto as **Exhibit A**: (a) authorizing the Debtors to (i) reject certain executory contracts identified on Schedule 1 to **Exhibit A** (collectively, the "Contracts") effective as of the Sale Closing Date (as defined below); and (ii) reject certain unexpired leases and subleases of non-

[1] The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers are: Avenger Flight Group, LLC (1216); AFG Dallas III, LLC (5615); AFG Dallas IV, LLC (5558); AFG Dallas, LLC (3418); AFG EU Operations Corp. (9406); AFG FLL, LLC (6470); AFG Latam Holding Corp. (6475); AFG Latam Sim Holdings II, LLC (0473); AFG Latam Sim Holdings III, LLC (2592); AFG Latam Sim Holdings IV, LLC (0093); AFG Latam Sim Holdings, LLC (6475); AFG Latam, LLC (9545); AFG Mexico Corp. (1402); AFG Orlando, LLC (8409); AFG Sanford, LLC (6661); AFG Sim Holding Corp. (3325); Avenger Flight Group Europe, Corp. (5908); Avenger Flight Group Topco, LLC (5643); Avenger Flight Training, LLC (5640); Avenger Flight Group Mexico II, S. de R.L. de C.V, (N/A); and Papi Flight Training, LLC (6206). The Debtors' service address is 2800 Valley View Lane, Suite 180, Irving, Texas 75062.

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residential real property (the "Leased Premises") identified on Schedule 2 to **Exhibit A** (collectively, the "Leases") effective as of the Sale Closing Date; (b) authorizing the Debtors to abandon any remaining personal property located at the Leased Premises; and (c) granting related relief. In support of the Motion, the Debtors respectfully represent as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. The Debtors confirm their consent, pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), Rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

4. Additional information regarding the Debtors' history and business operations, capital structure, and the events leading up to the commencement of the chapter 11 cases can be

found in the *Declaration of Lawrence Perkins in Support of the Debtors' Chapter 11 Petitions and First Day Relief* [Docket No. 33].

Background

5. On February 11, 2026 or February 12, 2026, as applicable (the "Petition Date"), the Debtors filed their respective voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 25, 2026, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors ("Committee"). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

6. As of the Petition Date, the Debtors and their non-Debtor affiliates ("Avenger" or the "Company") operated as a global leader in commercial aviation simulation and flight training. Avenger provided a full suite of advanced flight simulator training solutions to their customers, which included blue-chip passenger airlines, low-cost carriers, regional airlines, charter operators, and training operators. The Debtors commenced these bankruptcy cases to sell substantially all of their assets as a going concern and liquidate and wind-down their remaining assets in an orderly fashion.

7. On April 8, 2026, the Court entered an order [Docket No. 292] (the "Sale Order") approving the sale of substantially all the Debtors' assets (the "Sale") to AFG Topco, LP (the "Buyer"). The Sale closed on May 9, 2026 (the "Sale Closing Date"). *See* Docket No. 394.

A. The Contracts to Be Rejected

8. The Contracts consist of contracts to which a Debtor is a party but that are not being assumed by the Debtors and assigned to the Buyer through the Sale. Accordingly, as the Sale has

closed and the Debtors are no longer operating a business in the ordinary course, the Debtors have determined that the Contracts no longer provide any benefits to their estates. By rejecting the Contracts as of the Sale Closing Date, the Debtors will save the estates the accrual of any further unnecessary administrative expenses associated with the Contracts. Absent rejection, the Debtors could continue to incur expenses under the Contracts.

B. The Leases to Be Rejected

9. The Debtors are counterparties to certain Leases (which, for clarity, include both leases and subleases) of non-residential property that will not be assumed by the Debtors and assigned to the Buyer pursuant to the Sale. The Debtors no longer require the Leased Premises subject to this Motion and have determined, in their business judgment, that it is in their best interests to reject the Leases. Accordingly, as the Sale has closed and the Debtors are no longer operating a business in the ordinary course, the Debtors have determined that the Leases no longer provide any benefits to their estates.

10. Prior to the Sale Closing Date, the Debtors vacated the Leased Premises and surrendered the Leased Premises to the applicable landlord. In the event any of the Debtors' property remains at the Leased Premises, it is of *de minimis* value and the Debtors seek, pursuant to this Motion, to abandon any such remaining property.

11. The Leases provide no benefit to the Debtors or their estates from and after the Sale Closing Date. By rejecting the Leases, the Debtors will save their estates significant amounts in rent and associated costs every month. Absent rejection, the Debtors could be obligated to pay rent under the Leases even though they have ceased operations at, and are no longer in possession of, the Leased Premises.

C. The Abandoned Personal Property

12. In conjunction with the decision to reject the Leases, the Debtors evaluated the remaining personal property belonging to their estates located at the Leased Premises. The Debtors have determined that any personal property remaining at the Leased Premises is (a) of inconsequential value or (b) the cost of removing and storing such personal property for future use, marketing, or sale exceeds its value to the Debtors' estates. Moreover, any remaining personal property is no longer necessary for the Debtors' business operations or the administration of the Debtors' estates.

13. Accordingly, to reduce postpetition administrative costs, and in the exercise of the Debtors' sound business judgment, the Debtors believe that the abandonment of the remaining personal property is appropriate and in the best interests of the Debtors, their estates, and their creditors.

Relief Requested

14. By this Motion, the Debtors seek the entry of the Order, substantially in the form attached hereto as **Exhibit A**: (a) authorizing the Debtors to (i) reject the Contracts effective as of the Sale Closing Date; (ii) reject the Leases for the Leased Premises effective as of the Sale Closing Date; (b) authorizing the Debtors to abandon any remaining personal property located at the Leased Premises; and (c) granting related relief.

Basis For Relief

A. Rejection of the Leases and Contracts Is Appropriate

15. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The decision to assume or reject an executory contract or unexpired

lease is a matter within the "business judgment" of the debtor. *See Nat'l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test." (citation omitted)); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishes*, 756 F.2d 1043, 1047 (4th Cir. 1985). Further, "[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted).

16. Rejection of an unexpired lease is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nan Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989). Upon finding that a debtor has exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a). *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re Bradlees Stores, Inc.*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), *appeal dismissed*, 210 B.R. 506 (S.D.N.Y. 1997); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtors' decision to assume or reject an executory contract "should be granted as a matter of course").

17. The Leases and Contracts are not sources of potential value for the Debtors' estates or stakeholders, as evidenced by the fact that the Buyer determined not to have the Debtors assign

the Leases to it pursuant to the Sale. The Debtors' continued obligation to pay, for example, rent eliminates any potential value of the Leases to the Debtors' estates—including any potential value from an assignment or sublease. Accordingly, the Debtors have determined that the Leases and Contracts constitute an unnecessary drain on the Debtors' resources and, therefore, rejection of the Leases and Contracts reflects the Debtors' exercise of sound business judgment.

B. Rejection as of the Sale Closing Date Is Appropriate

18. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection"); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 "does not prohibit the bankruptcy court from allowing the rejection . . . to apply retroactively"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1028–29 (1st. Cir. 1995) (stating "rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively"); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating "the court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers so long as it promotes the purposes of § 365(a)"); *CCI Wireless*, 297 B.R. at 140 (holding that a "court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject"); *BP Energy Co. v. Bethlehem Steel Corp.*, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) ("We cannot conclude . . . that a bankruptcy court's assignment of a retroactive rejection date falls outside of its authority when the balance of the

equities favors this solution."); *see also In re At Home Corp.*, 392 F.3d 1064, 1065-66 (9th Cir. 2004) (holding "that a bankruptcy court may approve retroactively the rejection of an unexpired nonresidential lease").

19. In *In re Namco Cybertainment, Inc.*, the Court stated that retroactive rejection of an unexpired lease was permissible, provided: (a) the premises (and the keys thereto) were surrendered with an unequivocal statement of abandonment to the landlord; (b) the motion was served on the landlord; (c) the official committee consented to the requested relief; and (d) the debtor waived its right to withdraw the motion. No. 98-173 (PJW) (Bankr. D. Del. Feb. 6, 1998); *see also TW, Inc. v. Angelastro (In re TW, Inc.)*, No. 03-10785, 2004 WL 115521, at *2 (D. Del. Jan. 14, 2004) (upholding bankruptcy court ruling denying rejection of leases *nunc pro tunc* to the petition date when the debtor had not surrendered possession prior to the petition date).

20. Here, the balance of equities favors rejection of the Leases and Contracts effective as of the Sale Closing Date. Without such relief as to the Leases, the Debtors will potentially incur unnecessary administrative expenses related to agreements that provide no continued benefit to the Debtors' estates. *See* 11 U.S.C. § 365(d)(3). The landlords of the Leased Premises will not be unduly prejudiced if the rejection is deemed effective as of the Sale Closing Date. Possession of the Leased Premises was delivered to the landlords prior to the Sale Closing Date. Contemporaneously with the filing of this Motion, the Debtors will cause notice of this Motion to be served on each landlord to the Leased Premises, thereby allowing landlords sufficient opportunity to respond accordingly.

21. Courts in this jurisdiction have approved relief similar to that requested herein. *See*, *e.g.*, *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (authorizing rejection of unexpired leases *nunc pro tunc* to petition date); *In re PES Holdings, LLC*, No. 19-

11626 (KG) (Bankr. D. Del. Sept. 19, 2019) (authorizing rejection of unexpired leases and executory contracts *nunc pro tunc* to specified dates); *In re Charming Charlie Holdings, Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing rejection of unexpired leases *nunc pro tunc* to specified date); *In re Samson Resources Corporation*, No. 15-11934 (CSS) (Bankr. D. Del. Sept. 2, 2016) (same); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016) (authorizing rejection of unexpired leases and executory contracts *nunc pro tunc* to petition date).

22. Accordingly, the Debtors respectfully submit that the Court should deem the Leases rejected, effective as of the Sale Closing Date.

C. The Abandonment of Personal Property Is Appropriate

23. Further, the abandonment of the remaining personal property the Leased Premises is appropriate and authorized by the Bankruptcy Code. *See* 11 U.S.C. § 554(a). Section 554(a) provides that "[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. *See, e.g.*, *In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) ("Clearly, the court should give deference to the trustee's judgment in such matters."). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *See id.*

24. Before deciding to abandon any personal property, the Debtors determined that the costs of moving, storing, marketing, and/or selling such personal property outweighed any benefit to the Debtors' estates. Further, any efforts by the Debtors to move or market the personal property could unnecessarily delay the Debtors' surrender of the Leased Premises and the rejection of the

Leases. Accordingly, it is in the best interests of the Debtors and their estates for the Debtors to be able to abandon any remaining personal property located on the Leased Premises.

25. Courts in this jurisdiction have approved relief similar to the relief requested herein. *See*, *e.g.*, *In re Destination Maternity Corp.*, No. 19-12256 (BLS) (Bankr. D. Del. Dec. 4, 2019) (authorizing the Debtors to abandon personal property in connection with lease rejection); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (same); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (same); *In re Charming Charlie Holdings, Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (same); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016) (same).

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

26. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Compliance with Bankruptcy Rule 6006(f)

27. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not between the same parties. Bankruptcy Rule 6006(f) states, in part, that such a motion shall: (1) state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion; (2) list parties alphabetically and identify the corresponding contract or lease; (3) specify the terms, including the curing of defaults, for each requested assumption or assignment; (4) specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment; (5) be numbered consecutively with

other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and (6) be limited to no more than 100 executory contracts or unexpired leases.

28. The Debtors have satisfied the requirements of Bankruptcy Rule 6006(f) as (i) this Motion states in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts listed in the motion; (ii) parties are listed alphabetically and their contracts are identified; (iii) subsections (3) and (4) are not applicable; (iv) the Debtors have consecutively numbered this omnibus motion to reject unexpired leases and executory contracts; and (v) the Motion does not seek to reject more than 100 executory contracts.

Notice

29. The Debtors will provide notice of this motion to: (a) the United States Trustee for the District of Delaware; (b) counsel to the Committee; (c) counsel to the Prepetition Lenders; (d) counsel to the Prepetition Agent; (e) Counterparties to the Contracts and Leases; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002.

No Prior Request

30. The Debtors have not made any prior request for the relief sought herein to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: May 12, 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Steven W. Golden

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EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
AVENGER FLIGHT GROUP, LLC, *et al*.,	Case No. 26-10183 (MFW)
Debtors.[1]	(Jointly Administered)

ORDER (A) AUTHORIZING REJECTION OF UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE SALE CLOSING DATE; (B) ABANDONING ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES; AND (C) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), for the entry of an order (this "Order"): (a) authorizing the Debtors to (i) reject the Contracts listed on **Schedule 1** annexed hereto, effective as of the Sale Closing Date; and (ii) reject the Leases listed on **Schedule 2** annexed hereto, effective as of the Sale Closing Date; (b) authorizing the Debtors to abandon any remaining personal property located at the Leased Premises; and (c) granting related relief; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this

[1] The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers are: Avenger Flight Group, LLC (1216); AFG Dallas III, LLC (5615); AFG Dallas IV, LLC (5558); AFG Dallas, LLC (3418); AFG EU Operations Corp. (9406); AFG FLL, LLC (6470); AFG Latam Holding Corp. (6475); AFG Latam Sim Holdings II, LLC (0473); AFG Latam Sim Holdings III, LLC (2592); AFG Latam Sim Holdings IV, LLC (0093); AFG Latam Sim Holdings, LLC (6475); AFG Latam, LLC (9545); AFG Mexico Corp. (1402); AFG Orlando, LLC (8409); AFG Sanford, LLC (6661); AFG Sim Holding Corp. (3325); Avenger Flight Group Europe, Corp. (5908); Avenger Flight Group Topco, LLC (5643); Avenger Flight Training, LLC (5640); Avenger Flight Group Mexico II, S. de R.L. de C.V, (N/A); and Papi Flight Training, LLC (6206). The Debtors' service address is 2800 Valley View Lane, Suite 180, Irving, Texas 75062.

[2] A capitalized term used but not defined herein has the meaning ascribed to it in the Motion.

is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Pursuant to section 365 of the Bankruptcy Code, the Contracts and the Leases shall each be deemed rejected effective as of the Sale Closing Date.

3. The Debtors are authorized to abandon any remaining personal property located at the Leased Premises pursuant to section 554(a) of the Bankruptcy Code.

4. Within three (3) calendar days after entry of this Order, the Debtors will serve this Order on the counterparty to each Contract and Lease.

5. With respect to the Leases listed on **Schedule 2** hereto, any personal property remaining at the leased premises as of the Sale Closing Date shall be deemed abandoned and the landlord shall be free to dispose of such abandoned property in its sole and absolute discretion without notice or liability to the Debtors or any third parties.

6. Counterparties to Contracts and Leases that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Contracts or Leases, if any, by the later of

(a) any applicable claims bar date established in these Chapter 11 Cases, and (b) 30 days after entry of this Order. The Debtors reserve all rights to contest any such claim and to contest the characterization of each Contract or Lease, as executory or not, and to contest whether such Contract or Lease may have terminated prior to the Petition Date or otherwise, or may not have been effective prior to the Petition Date or otherwise.

7. The Debtors reserve their rights to assume, assume and assign, or reject other executory contracts or unexpired leases, and nothing herein shall be deemed to affect such rights.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

9. Nothing contained in the Motion or this Order is intended or should be construed to create an administrative priority claim.

10. This Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

SCHEDULE 1

Rejected Contracts

Counterparty	Counterparty Address	Debtor Entity	Contract Description
Allegiant Air, LLC	c/o Bill Thorsness Vedder Price 222 N. LaSalle Street Chicago, IL 60601	Avenger Flight Group, LLC	Full Flight Simulator Training Agreement
Allegiant Air, LLC	c/o Bill Thorsness Vedder Price 222 N. LaSalle Street Chicago, IL 60601	AFG Sanford, LLC	Property Side Letter
Allegiant Air, LLC	c/o Bill Thorsness Vedder Price 222 N. LaSalle Street Chicago, IL 60601	AFG Sanford, LLC	Sublease Housing and Maintenance Agreement
Allegiant Air, LLC	c/o Bill Thorsness Vedder Price 222 N. LaSalle Street Chicago, IL 60601	Avenger Flight Group, LLC	Flight Training Device Purchase and Relocation and Upgrade Agreement
Crown Castle Fiber LLC	8020 Katy Freeway Houston, TX 77024	Avenger Flight Group, LLC	Order Form (SO # 2021-75826)
Flame Aviation B.V.	Mees Toxopeusstraat 3a Leiden 2315 WD Netherlands	AFG Dallas III, LLC	
Sun Country, Inc. d/b/a Sun Country Airlines	2005 Cargo Road Minneapolis, MN 55450	Avenger Flight Group, LLC	Housing and Maintenance Service Agreement (B737NG)

SCHEDULE 2

Rejected Leases

Counterparty	Counterparty Address	Debtor Entity	Leased Premises
Alliance Aviation, Inc.	5600 NW 36th Street, #101 Miami, FL 33166	Avenger Flight Group, LLC	4649 Diplomacy Road Fort Worth, TX 76155
Avelo Airlines, Inc.	12 Greenway Plaza Houston, TX 77046	Avenger Flight Group, LLC	2612 Consulate Drive, Suite 200B Orlando, FL 32819
Decatur Business Center, LLC	BKM Management Company 680 Pilot Road, Suite B-2 Las Vegas, NV 89119	Avenger Flight Group, LLC	5475 S. Decatur Blvd., Suites 100 - 110 Las Vegas, NV 89118
Spirit Airlines, Inc.	Legal Department 2800 Executive Way Miramar, FL 33025	Avenger Flight Group, LLC	5475 S. Decatur Blvd., Suite 112 Las Vegas, NV 89118
Spirit Airlines, Inc.	Legal Department 2800 Executive Way Miramar, FL 33025	Avenger Flight Group, LLC	4649 Diplomacy Road Fort Worth, TX 76155
Spirit Airlines, Inc.	Legal Department 2800 Executive Way Miramar, FL 33025	Avenger Flight Group, LLC	1450 Lee Wagener Blvd. Fort Lauderdale, FL 33315
Spirit Airlines, Inc.	Legal Department 2800 Executive Way Miramar, FL 33025	Avenger Flight Group, LLC	1450 Lee Wagener Blvd. Fort Lauderdale, FL 33315
Spirit Airlines, Inc.	Legal Department 2800 Executive Way Miramar, FL 33025	Avenger Flight Group, LLC	2612 Consulate Drive, Suite 200B Orlando, FL 32819
Spirit Airlines, Inc.	Legal Department 2800 Executive Way Miramar, FL 33025	Avenger Flight Group, LLC	1701 Radiant Drive Dania Beach, FL 33304

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
AVENGER FLIGHT GROUP, LLC, *et al*.,	Case No. 26-10183 (MFW)
Debtors.[1]	(Jointly Administered)

Objection Deadline: May 27, 2026 at 4:00 p.m. (ET)
Hearing Date: June 23, 2026 at 10:30 a.m. (ET)

NOTICE OF HEARING ON DEBTORS' FOURTH OMNIBUS MOTION FOR THE ENTRY OF AN ORDER (A) AUTHORIZING REJECTION OF UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE SALE CLOSING DATE; (B) ABANDONING ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES; AND (C) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on May 12, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Fourth Omnibus Motion for the Entry of an Order (A) Authorizing Rejection of Unexpired Leases of Non-Residential Real Property and Executory Contracts Effective as of the Sale Closing Date; (B) Abandoning Any Remaining Personal Property Located at the Leased Premises; and (C) Granting Related Relief* (the "Motion"). A copy of the Motion is attached hereto.

[1] The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers are: Avenger Flight Group, LLC (1216); AFG Dallas III, LLC (5615); AFG Dallas IV, LLC (5558); AFG Dallas, LLC (3418); AFG EU Operations Corp. (9406); AFG FLL, LLC (6470); AFG Latam Holding Corp. (6475); AFG Latam Sim Holdings II, LLC (0473); AFG Latam Sim Holdings III, LLC (2592); AFG Latam Sim Holdings IV, LLC (0093); AFG Latam Sim Holdings, LLC (6475); AFG Latam, LLC (9545); AFG Mexico Corp. (1402); AFG Orlando, LLC (8409); AFG Sanford, LLC (6661); AFG Sim Holding Corp. (3325); Avenger Flight Group Europe, Corp. (5908); Avenger Flight Group Topco, LLC (5643); Avenger Flight Training, LLC (5640); Avenger Flight Group Mexico II, S. de R.L. de C.V, (N/A); and Papi Flight Training, LLC (6206). The location of the Debtors' corporate headquarters and the Debtors' service address is Avenger Flight Group LLC, 2800 Valley View Lane, Suite 180, Irving, Texas 75062.

PLEASE TAKE FURTHER NOTICE that any response or objection to the Motion must be filed with the Bankruptcy Court on or before **May 27, 2026, at 4:00 p.m. (ET)**.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801), Attn: Richard M. Pachulski (rpachulski@pszjlaw.com), Gregory V. Demo (gdemo@pszjlaw.com) and Mary F. Caloway (mcaloway@pszjlaw.com); (ii) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Attn: Jon Lipshie, Esq. (jon.lipshie@usdoj.gov); (iii) counsel to the DIP Lenders, (a) Proskauer Rose LLP, Eleven Times Square, New York, New York 10036 (Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com)), and (b) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801 (Attn: Matthew B. McGuire (mcguire@lrclaw.com)); (iv) counsel to the DIP Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: William Hao (william.hao@alston.com) and Dylan S. Cassidy (dylan.cassidy@alston.com)); and (v) counsel for the Committee, (a) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019-6099, Attn: Brett H. Miller (bmiller@willkie.com), Todd M. Goren (tgoren@willkie.com), James H. Burbage (jburbage@willkie.com), Joseph R. Brandt (jbrandt@willkie.com), and (b) Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, Delaware 19801, Attn: Matthew P. Ward (matthew.ward@wbd-us.com) and Todd A. Atkinson (todd.atkinson@wbd-us.com).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON **JUNE 23, 2026, AT 10:30 A.M. PREVAILING EASTERN TIME** BEFORE THE HONORABLE MARY F. WALRATH, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM NO. 4, WILMINGTON, DELAWARE 19801.

Dated: May 12, 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Steven W. Golden

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