

**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)

**NOTICE OF FILING OF
AMENDED PLAN SUPPLEMENT**

PLEASE TAKE NOTICE THAT on January 12, 2024, the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) entered an order [Docket. No. 1228] (the “**Disclosure Statement Order**”) that, among other things: (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 1224] (the “**Disclosure Statement**”) as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”); and (b) authorized the above-captioned debtors and debtors in possession (the “**Debtors**”) to solicit acceptances for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 1223] (as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”).²

PLEASE TAKE FURTHER NOTICE THAT on February 1, 2024, the Debtors filed their *Notice of Filing of Plan Supplement* [Docket No. 1357].

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors have filed the following documents (or forms of

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.

² Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

documents), schedules, and exhibits (the “*Amended Plan Supplement*”) with the Court on March 20, 2024.

Exhibit	Document
Exhibit A	Amended Schedule of Rejected Executory Contracts and/or Unexpired Leases
Exhibit A-1	Redline of Schedule of Rejected Executory Contracts and/or Unexpired Leases
Exhibit B	Schedule of Assumed Executory Contracts and/or Unexpired Leases
Exhibit C	Material Terms of New Exit Notes
Exhibit D	Material Terms of New Takeback Notes
Exhibit E	Schedule of Retained Causes of Action

PLEASE TAKE FURTHER NOTICE THAT the further filings of the Plan Supplement may include: (a) the New Organizational Documents; (b) the Description of Restructuring Transactions; (c) the New Exit Notes Indenture; (d) the New Takeback Notes Indenture; (e) the New Revolver Facility Credit Agreement; (f) a list of the members of the New Boards (to the extent known); (g) the Schedule of Rejected Executory Contracts and Unexpired Leases; (h) the Schedule of Retained Causes of Action; (i) the schedule of Excluded Parties; and (j) certain other documents as are necessary or advisable to implement the Restructuring.

PLEASE TAKE FURTHER NOTICE THAT the documents, or portions thereof, contained in the Plan Supplement are not final and remain subject to ongoing review by the Debtors and interested parties, including as provided for in the Plan and the Restructuring Support Agreement. For the avoidance of doubt, the Debtors (with the consent of the Required Consenting 1L Noteholders and, with respect to the Committee’s Specified Creditor Consent Rights, the Committee, not to be unreasonably withheld) shall have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement. If any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Confirmation Hearing, the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider confirmation of the Plan (the “*Confirmation Hearing*”) will commence on **April 17, 2024, at 9:00 a.m. (CDT)**, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or a notice filed on the Court’s docket and served on all parties entitled to the notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 27, 2024, at 5:00 p.m. (CST)** (the “**Confirmation Objection Deadline**”). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the required notice parties so as to be actually received on or before the Confirmation Objection Deadline. See the Disclosure Statement Order for further procedures with respect to any such objections.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors’ case information website (<https://www.kccllc.net/incora>) or from KCC LLC (the “**Solicitation Agent**”) at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

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Dated: March 20, 2024

Sincerely,

/s/ Charles A. Beckham, Jr

Charles A. Beckham, Jr. (TX Bar No. 02016600)
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*Counsel to the Debtors and
Debtors in Possession*

**If you have any questions related to this notice, please call (888) 251-2937 (U.S./Canada)
or +1 (310) 751-2613 (International), or visit www.kccllc.net/incora.**

Certificate of Service

I certify that on March 20, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles A. Beckham, Jr.

Charles A. Beckham, Jr.

EXHIBIT A

**AMENDED SCHEDULE OF REJECTED
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**AMENDED SCHEDULE OF REJECTED
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Debtor	Counterparty	Description of Rejected Contract or Lease
HAAS GROUP INTERNATIONAL, LLC	CANON SOLUTIONS AMERICA, INC.	Office copier lease dated 5/11/2017.
HAAS GROUP INTERNATIONAL, LLC	CANON SOLUTIONS AMERICA, INC.	Office copier lease dated 8/12/2018.
HAAS GROUP INTERNATIONAL, LLC	CHEMTREAT, INC.	Chemicals supplier contract dated 8/15/2019
HAAS GROUP INTERNATIONAL, LLC	CINTAS CORPORATION	Uniform supply contract dated 10/2/2017
HAAS GROUP INTERNATIONAL, LLC	PITNEY BOWES	Digital mailing equipment, scales, etc. – lease dated 3/30/2018
HAAS GROUP INTERNATIONAL, LLC	UNIVERSAL SEPARATORS, INC.	Chemicals supplier contract / rental agreement, dated 5/26/2022
HAAS GROUP INTERNATIONAL, LLC	AMERICAN CHEMISTRY COUNCIL	Agreement dated 7/15/2020
HAAS GROUP INTERNATIONAL, LLC	CHEMTREAT, INC.	Chemicals supplier contract, dated 8/15/2019
HAAS GROUP INTERNATIONAL, LLC	CINTAS	Uniform supply contract, dated 10/2/2017
HAAS GROUP INTERNATIONAL, LLC	JAN-PRO	Facilities cleaning contract, dated 11/1/2009
HAAS GROUP INTERNATIONAL, LLC	JAN-PRO	Facilities cleaning contract, dated 4/13/2020
HAAS GROUP INTERNATIONAL, LLC	QUESTEX	Event / trade show planning order form, dated 8/12/2019
WESCO AIRCRAFT HARDWARE CORP.	GARY WELLS	Deferred Compensation Program

EXHIBIT A-1

**REDLINE OF SCHEDULE OF REJECTED
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**REDLINE OF SCHEDULE OF REJECTED
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Debtor	Counterparty	Description of Rejected Contract or Lease
HAAS GROUP INTERNATIONAL, LLC	CANON SOLUTIONS AMERICA, INC.	Office copier lease dated 5/11/2017.
HAAS GROUP INTERNATIONAL, LLC	CANON SOLUTIONS AMERICA, INC.	Office copier lease dated 8/12/2018.
HAAS GROUP INTERNATIONAL, LLC	CHEMTREAT, INC.	Chemicals supplier contract dated 8/15/2019
HAAS GROUP INTERNATIONAL, LLC	CINTAS CORPORATION	Uniform supply contract dated 10/2/2017
HAAS GROUP INTERNATIONAL, LLC	PITNEY BOWES	Digital mailing equipment, scales, etc. – lease dated 3/30/2018
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HAAS GROUP INTERNATIONAL, LLC	JAN-PRO	Facilities cleaning contract, dated 11/1/2009
HAAS GROUP INTERNATIONAL, LLC	JAN-PRO	Facilities cleaning contract, dated 4/13/2020
HAAS GROUP INTERNATIONAL, LLC	QUESTEX	Event / trade show planning order form, dated 8/12/2019
<u>WESCO AIRCRAFT HARDWARE CORP.</u>	<u>GARY WELLS</u>	<u>Deferred Compensation Program</u>

EXHIBIT B

**SCHEDULE OF ASSUMED
EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES**

**SCHEDULE OF ASSUMED
EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES**

Article V.A of the Plan provides, in relevant part, as follows:

Except as otherwise provided in this Plan, each Executory Contract and/or Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to section 365 of the Bankruptcy Code, unless such Executory Contract and/or Unexpired Lease (a) was previously assumed or rejected; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject, assume, or assume and assign filed on or before the Effective Date; or (d) is designated specifically as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases; provided the Debtors or the Reorganized Debtors, as applicable, retain the right to alter, amend, modify or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including the Effective Date.

In addition, Article V.B.1 of the Plan provides, in relevant part, as follows:

The Allowed Cure Claim for each Executory Contract and/or Unexpired Lease shall be \$0.00, unless (a) the Debtors (with the consent of the Required Consenting 1L Noteholders) affirmatively propose to Allow a Cure Claim for an Executory Contract and/or Unexpired Lease in a different amount by listing it on the Schedule of Assumed Executory Contracts and Unexpired Leases, (b) a Final Order is entered Allowing a Cure Claim in a different amount, or (c) the Debtors (with the consent of the Required Consenting 1L Noteholders) or Reorganized Debtors, as applicable, otherwise agree with the applicable party or parties to an Executory Contract and/or Unexpired Lease to Allow a Cure Claim in a different amount.

Without limiting the generality of the foregoing, this Exhibit B sets forth the Executory Contracts and Unexpired Leases that the Debtors propose to assume under the Plan for which the Debtors propose a Cure Claim greater than \$0.00.

Debtor	Counterparty	Description of Assumed Contract or Lease	Cure Amount
WESCO AIRCRAFT HARDWARE CORP.	SAP AMERICA, INC.	Cloud storage services	\$60,021.54

EXHIBIT C

MATERIAL TERMS OF NEW EXIT NOTES

MATERIAL TERMS OF NEW EXIT NOTES

Set forth below is a summary of certain key terms for the New Exit Notes to be issued under the Plan. This summary of proposed terms does not purport to describe all the terms, conditions, representations, and other provisions with respect to the New Exit Notes, which will be set forth in the New Exit Notes Documents.

Description of the New Exit Notes	To be issued pursuant to a Senior Secured Notes Indenture and issued by Wesco Aircraft Holdings, Inc., or an entity created to receive substantially all assets of Wesco Aircraft Holdings, Inc. (the “ <i>Issuer</i> ”) and guaranteed by the Guarantors
Guarantors	The New Exit Notes will be guaranteed by (i) the immediate parent entity of the Issuer (“ <i>Holdings</i> ”), which may be Wolverine Intermediate Holding II Corporation, and (ii) all direct and indirect wholly owned material subsidiaries of the Issuer organized in the United States, England and Wales and Canada, subject to customary exclusions (collectively, together with Holdings, the “ <i>Guarantors</i> ” and, the Guarantors together with the Issuer, the “ <i>Note Parties</i> ”)
Security and Priority	The obligations of the Note Parties with respect to the New Exit Notes (including the guarantee obligations of the Guarantors) will be secured by a perfected security interest in all or substantially all of the assets of the Note Parties, subject to (i) an intercreditor agreement with the New Revolver Facility and (ii) customary exclusions to collateral to be set forth in the New Exit Notes Indenture and related collateral documents.
Principal Amount	\$324,000,000
Fees	3.0% upfront premium, paid in kind; 1.0% exit premium, paid in cash
Interest Rate	SOFR + 800 basis points At the Issuer’s option, paid in kind at rate of SOFR + 850 basis points for first 24 months following the Effective Date; cash pay at SOFR + 800 basis points thereafter
Term	5 years following the Effective Date
Call Protection	No call during first 3 years; callable at 107 during 4th year; callable at par thereafter

Additionally, the New Exit Notes issued pursuant to section 4(a)(2) of the Securities Act and/or the safe harbor of Regulation D promulgated thereunder, and certificates, if any, evidencing such

New Exit Notes will bear (or each book-entry position will be deemed to bear) a legend substantially in the following form:¹

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, AND ACCORDINGLY THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

¹ A similar legend with respect to registration, qualification and restrictions on transfer involving the New Common Equity will be included in certain New Organizational Documents evidencing the New Common Equity issued pursuant to section 1145 of the Bankruptcy Code.

EXHIBIT D

MATERIAL TERMS OF NEW TAKEBACK NOTES

MATERIAL TERMS OF NEW TAKEBACK NOTES

Set forth below is a summary of certain key terms for the New Takeback Notes to be issued under the Plan. This summary of proposed terms does not purport to describe all the terms, conditions, representations and other provisions with respect to the New Takeback Notes, which will be set forth in the New Takeback Notes Documents.

Description of the New Takeback Notes	To be issued pursuant to an unsecured mandatorily convertible note indenture issued by Reorganized Incora.
Guarantors	None
Security	None
Principal Amount	\$420,000,000
Interest Rate	6.0%, paid in kind
Term	8 years following Effective Date
Conversion Rate	Conversion rate (at which the New Takeback Notes are convertible into New Common Equity) to be initially set at the equity value of Reorganized Incora on the Effective Date, calculated based on the midpoint of the enterprise valuation set forth in Exhibit D to the Disclosure Statement.
Other	<p>Upon a bankruptcy filing or similar action (other than a non-bankruptcy liquidation of Reorganized Incora), the principal amount and accrued interest will become due and payable and the New Takeback Notes will no longer be subject to mandatory conversion.</p> <p>Upon all other exit scenarios (including a non-bankruptcy liquidation of Reorganized Incora or a sale of the Company), each holder of New Takeback Notes will be entitled to receive proceeds alongside the holders of New Common Equity as though the New Takeback Notes were converted to New Common Equity.</p>

Additionally, the New Takeback Notes issued pursuant to section 4(a)(2) of the Securities Act and/or the safe harbor of Regulation D promulgated thereunder, and certificates, if any, evidencing such New Takeback Notes will bear (or each book-entry position will be deemed to bear) a legend substantially in the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, AND ACCORDINGLY THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

EXHIBIT E

SCHEDULE OF RETAINED CAUSES OF ACTION

SCHEDULE OF RETAINED CAUSES OF ACTION

Article IV.G of the Plan provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII.D, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action (and all Privilege Rights with respect thereto), whether arising before or after the Petition Date, in any court or other tribunal including, in an adversary proceeding filed in the Chapter 11 Cases, and including any actions specifically enumerated in the Schedule of Retained Causes of Action; *provided*, that, notwithstanding anything in the Plan to the contrary, the Reorganized Debtors waive their rights to assert, and release, any Released Preference Action.

The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors in their discretion.

No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Retained Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Retained Causes of Action against them. Unless any Cause of Action that any Debtor may have or be entitled to assert on behalf of its Estate or itself is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Bankruptcy Court, the Reorganized Debtors expressly reserve all such Causes of Action as Retained Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or Consummation of the Plan.

The Reorganized Debtors, through their authorized agents or representatives, shall retain and shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.G of the Plan, the following **Schedule E-1** through **Schedule E-7** include specific types of Causes of Actions expressly preserved by the Debtors and the Reorganized Debtors, as applicable, including without limitation (1) claims related to contracts and leases; (2) claims related to insurance policies; (3) claims related to deposits, adequate assurance payments, prepayments, and other collateral postings; (4) causes of action related to liens; (5) defenses, cross-claims, and counter-claims related to litigation and possible litigation; (6) claims related to accounts receivable and accounts payable; and (7) claims related to tax refunds; which are attached hereto as **Schedule E-1**, **Schedule E-2**, **Schedule E-3**, **Schedule E-4**, **Schedule E-5**, **Schedule E-6**, and **Schedule E-7**, respectively.

SCHEDULE E-1

CLAIMS RELATED TO CONTRACTS AND LEASES

Each Schedule G of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as the same may be amended from time to time, is hereby incorporated by reference in this **Schedule E-1** as if fully set forth herein.¹ The Debtors further incorporate by reference the Schedule of Rejected Executory Contracts and/or Unexpired Leases and the Schedule of Assumed Executory Contracts and/or Unexpired Leases filed as part of the Plan Supplement, as the same may be amended from time to time.

Unless otherwise specifically released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action, based in whole or in part upon any and all contracts and leases to which any Debtor or Reorganized Debtor is or was a party or pursuant to which any Debtor or Reorganized Debtor has any rights or obligations whatsoever (regardless of whether such contract or lease is specifically identified herein or in the Schedules, the Plan, this Plan Supplement, or any amendments thereto), including without limitation all Executory Contracts and Unexpired Leases that are assumed or rejected pursuant to the Plan or an order of the Bankruptcy Court. The claims and Causes of Action reserved include, without limitation, Causes of Action against vendors, lessors, suppliers of goods or services, customers, or any other parties:

- (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff;
- (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations;
- (c) for underperformance or failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts;
- (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party;
- (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors;

¹ See Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

- (f) for environmental or contaminant exposure matters against lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods;
- (g) for counter-claims and defenses related to any contractual obligations;
- (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and
- (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

SCHEDULE E-2

CLAIMS RELATED TO INSURANCE POLICIES

Schedule 1 to the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Maintain Their Insurance Policies and Programs and Honor Related Obligations, (II) Authorizing the Debtors to Renew, Supplement, Modify, Extend, Reduce or Purchase Insurance Policies, and (III) Modify the Automatic Stay with Respect to Workers' Compensation* [Docket No. 8] (the "**Insurance Motion**") is hereby incorporated by reference in this **Schedule E-2** as if fully set forth herein. Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies, including D&O Policies, to which any Debtor or Reorganized Debtor is or was a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified herein or in the Insurance Motion, the Plan, this Plan Supplement, or any amendments thereto, including all such claims concerning which the Debtors have notified such insurers as of the Effective Date and Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, surety bond issuers or other Insurers relating to coverage, indemnity, contribution, reimbursement, or any other matters. For the avoidance of doubt, the Reorganized Debtors expressly reserve and retain all Causes of Action arising in connection with any previously asserted, pending, or future claims under the insurance contracts and insurance policies. Without limiting the generality of the foregoing, the Reorganized Debtors expressly reserve all Causes of Action against the Entities identified in the Insurance Motion.

SCHEDULE E-3

CLAIMS RELATED TO DEPOSITS, ADEQUATE ASSURANCE PAYMENTS, PREPAYMENTS, AND OTHER COLLATERAL POSTINGS

Each Part 2 of Schedule A/B of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this **Schedule E-3** as if fully set forth herein.² Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action based in whole or in part upon any and all postings of security deposits, adequate assurance payment, or any other type of deposit, prepayment or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto.

² See Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

SCHEDULE E-4

CAUSES OF ACTION RELATED TO LIENS

Each Schedule E of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this **Schedule E-4** as if fully set forth herein.³ Unless otherwise released by the Plan or the DIP Orders, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is included herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto.

³ See Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

SCHEDULE E-5

DEFENSES, CROSS-CLAIMS AND COUNTERCLAIMS RELATED TO LITIGATION AND POTENTIAL LITIGATION

As provided in Article VIII of the Plan, to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, the Debtors reserve and the Reorganized Debtors shall retain any rights of the Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action. Unless otherwise specifically released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including an adversary proceeding before the Bankruptcy Court, between the Debtors and such Entity, regardless of whether such Entity is included herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto, and including all counterclaims that have been presented or threatened and all claims and counterclaims with respect to workers' compensation. Each of the following is hereby incorporated by reference in this **Schedule E-5** as if fully set forth herein: (a) each Part 11 of Schedule A/B of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time⁴ and (b) each Part 3 of the Statement of Financial Affairs filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time.⁵

Without limiting the generality of the foregoing, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action against the 2024/2026 Holders (as defined in the *2024/2026 Holders First Amended Counterclaims* filed at Docket No. 144 of *Wesco Aircraft Holdings, Inc. et al. v. SSD Investments Ltd. et al.*, Adv. Pro. No. 23-03091 (MI) (Bankr. S.D. Tex. June 1, 2023)) and the members of the Ad Hoc Group of 2024/2026 Noteholders (as defined in that certain *Verified Statement of the Ad Hoc Group of 2024 and 2026 Noteholders Pursuant to Bankruptcy Rule 2019* [Docket No. 263], as amended from time to time).

⁴ See Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

⁵ See Docket Nos. 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601.

SCHEDULE E-6

CAUSES OF ACTION RELATED TO ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE

Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action against or related to any and all Entities that (i) owe or may in the future owe money to the Debtors or Reorganized Debtors, or (ii) assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them, in each case in the foregoing clauses (i) and (ii), regardless of whether any such Entity is expressly identified herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto, and including, without limitation, any and all Entities listed on Part 3 of Schedule A/B, Schedule E or Schedule E/F of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, which are hereby incorporated by reference to this **Schedule E-6** as if fully set forth herein.⁶

⁶ See Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.

SCHEDULE E-7

CAUSES OF ACTION RELATED TO TAX REFUNDS

Each Part 11 of Schedule A/B of the Schedules filed by each of the Debtors in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this **Schedule E-7** as if fully set forth herein.⁷ Unless otherwise released by the Plan, the Debtors expressly reserve and the Reorganized Debtors shall retain all Causes of Action against or related to any and all Entities that (i) owe or may in the future owe money related to tax refunds, credits, overpayments, recoupments or offsets to the Debtors or Reorganized Debtors, or (ii) assert or may assert that the Debtors or Reorganized Debtors owe taxes to them, in each case in the foregoing clauses (i) and (ii), regardless of whether any such Entity is included herein or in the Schedules, the Plan, the Plan Supplement or any amendments thereto.

⁷ See Docket Nos. 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557.