Fill in this information to identify the case:						
United States Bankruptcy Court for the:						
Southern District of Texas						
Case number (If known):	_ Chapter _11_					

Check if this is an
amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1.	Debtor's name	Haas Corporatio	n of China				
2.	All other names debtor used in the last 8 years						
	Include any assumed names, trade names, and <i>doing business</i> <i>as</i> names						
3.	Debtor's federal Employer Identification Number (EIN)	<u>23_2976</u>	290				
4.	Debtor's address	Principal place of busine	955	Mailing a of busin	address, if diff ess	erent from p	rincipal place
		1475 Phoenixville	e Pike				
		Number Street		Number	Street		
		Suite 201					
		<u> </u>		P.O. Box			
		West Chester, P	A 19380				
		City	State ZIP Code	City		State	ZIP Code
				Location	n of principal a	ssets if diff	erent from
				principa	I place of busi	ness	
		Chester County					
		County		Number	Street		
				City		State	ZIP Code
5.	Debtor's website (URL)	https://www.incora.com/					



Voluntary Petition for Non-Individuals Filing for

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 2 of 92

Debi	tor Haas Corporation	n of China Case number (if known)
6.	Type of debtor	 Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) Partnership (excluding LLP) Other. Specify:
7.	Describe debtor's business	A. <i>Check one:</i> Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6))
		 □ Clearing Bank (as defined in 11 U.S.C. § 781(3)) ☑ None of the above B. <i>Check all that apply:</i> □ Tax-exempt entity (as described in 26 U.S.C. § 501) □ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) □ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		 C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes. <u>5</u> <u>5</u> <u>1</u> <u>1</u>
8.	Under which chapter of the Bankruptcy Code is the debtor filing? A debtor who is a "small business debtor" must check the first sub- box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	 Check one: Chapter 7 Chapter 9 Chapter 11. Check all that apply: The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
		 A plan is being filed with this petition. Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the <i>Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11</i> (Official Form 201A) with this form. The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 3 of 92

otor	Haas Corporation	of Chi	na			Case number (if known)	
filed withi	e prior bankruptcy cases by or against the debtor in the last 8 years? re than 2 cases, attach a ate list.	X No Ves.				MM / DD / YYYY		
pend busii affilia List al	any bankruptcy cases ling or being filed by a ness partner or an ate of the debtor? Il cases. If more than 1, n a separate list.	☐ No 凶Yes.	Debtor District	See Rider 1 Southern District	of Texa	S	Relationship When	
. Why distr	is the case filed in <i>this</i> ict?	imme distri	or has ha ediately p ct.	ad its domicile, principa preceding the date of t	his petitior	n or for a longer pa	irt of such 180	this district for 180 days) days than in any other ip is pending in this district.
poss prope that i	the debtor own or have ession of any real erty or personal property needs immediate tion?		Why do It po Wha It ne It ind atter asse	es the property need ses or is alleged to po t is the hazard? eds to be physically se ludes perishable good	immediat se a threat ecured or p sor asset stock, sea	te attention? (Che t of imminent and protected from the s that could quickl sonal goods, mea	eck all that appl identifiable ha weather. y deteriorate t, dairy, produ	nzard to public health or safe
				s the property? Numb City roperty insured?	er	Street		State ZIP Code

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 4 of 92

. Debtor's estimation of available funds	Check one: X Funds will be available fo After any administrative	or distribution to unsecured creditors. expenses are paid, no funds will be ava	ilable for distribution to unsecured credito
. Estimated number of creditors	 1-49 50-99 100-199 200-999 	 1,000-5,000 5,001-10,000 10,001-25,000 	 ☑ 25,001-50,000 ☑ 50,001-100,000 ☑ More than 100,000
5. Estimated assets	 \$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million 	 \$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million 	 \$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
3. Estimated liabilities	 \$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 	 \$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million 	 \$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
VARNING Bankruptcy fraud is a s	\$500,001-\$1 million Sclaration, and Signatures erious crime. Making a false s hent for up to 20 years, or both.		by case can result in fines up to
VARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures erious crime. Making a false s ent for up to 20 years, or both. The debtor requests re	s tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35	cy case can result in fines up to 71.
VARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of	eclaration, and Signatures erious crime. Making a false s ent for up to 20 years, or both. The debtor requests re petition.	s tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35	cy case can result in fines up to 71. le 11, United States Code, specified in th
VARNING Bankruptcy fraud is a so \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures erious crime. Making a false s nent for up to 20 years, or both. The debtor requests re petition. I have been authorized	s tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35 elief in accordance with the chapter of tit d to file this petition on behalf of the deb	by case can result in fines up to 71. le 11, United States Code, specified in th tor.
VARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures berious crime. Making a false s bent for up to 20 years, or both. The debtor requests re- petition. I have been authorized I have examined the ir correct.	tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35 elief in accordance with the chapter of tit d to file this petition on behalf of the deb nformation in this petition and have a rea perjury that the foregoing is true and co 23	cy case can result in fines up to 71. le 11, United States Code, specified in th tor. asonable belief that the information is true
VARNING Bankruptcy fraud is a so \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures berious crime. Making a false s bent for up to 20 years, or both. The debtor requests re- petition. I have been authorized I have examined the ir correct. I declare under penalty of Executed on 5/31/2 MM / DD X MM 2 Cam	tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35 elief in accordance with the chapter of tit d to file this petition on behalf of the deb nformation in this petition and have a rea perjury that the foregoing is true and co 23	cy case can result in fines up to 71. le 11, United States Code, specified in th tor. asonable belief that the information is tru rrect. ymond Carney
VARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures erious crime. Making a false s ent for up to 20 years, or both. The debtor requests re- petition. I have been authorized I have examined the in correct. I declare under penalty of 5/31/2	tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35 elief in accordance with the chapter of tit d to file this petition on behalf of the deb nformation in this petition and have a rea perjury that the foregoing is true and co 23 //YYYY A Ra Printec	cy case can result in fines up to 71. le 11, United States Code, specified in th tor. asonable belief that the information is true rrect.

* 82

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 5 of 92

Debtor	Haas Corporat	tion of China c	Case number (if known)	
18. Sign	ature of attorney	/s/ Charles A. Beckham, Jr.	Date	5/	/31/23
		Signature of attorney for debtor		MM	/ DD / YYYY
		Charles A. Beckham, Jr.			
		Printed name Haynes and Boone, LLP			
		^{Firm name} 1221 McKinney St., Ste. 4000			
		Number Street Houston	TX	(77010
		City	State	9	ZIP Code
		713-547-2000	ch	arles	.beckham@haynesboone.com
		Contact phone	Ema	il addre	SS
		02016600	ТХ	(
		Bar number	State	9	

RIDER 1 TO VOLUNTARY PETITION

On this date, each of the affiliated entities listed below (collectively, the "*Debtors*") has filed or will file a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the U.S. Bankruptcy Court for the Southern District of Texas. The Debtors expect to file a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

Wesco Aircraft Holdings, Inc. Wolverine Intermediate Holding II Corporation Wolverine Intermediate Holding Corporation Haas Group, LLC Haas Holdings, LLC Interfast USA Holdings, Inc. Pioneer Holding Corporation Pattonair Holding, Inc. Pattonair USA, Inc. UNISEAL, Inc. Pioneer Finance Corporation Wolverine UK Holdco Limited Pattonair Holdings Limited Quicksilver Midco Limited Pattonair Group Limited Pattonair Europe Limited Adams Aviation Supply Company Ltd. Pattonair (Derby) Limited Pattonair Limited Wesco Aircraft Hardware Corp. Wesco LLC 1 Wesco LLC 2

Wesco 1 LLP Wesco 2 LLP Wesco Aircraft SF, LLC Wesco Aircraft Canada, LLC Wesco Aircraft Canada Inc. Haas Group International, LLC Haas of Delaware LLC Haas TCM Industries LLC NetMRO, LLC Haas Corporation of Canada Haas Group Canada Inc. Haas Chemical Management of Mexico, Inc. Haas TCM de Mexico, S. de R.L. de C.V. Haas Corporation of China Haas TCM of Israel Inc. Haas International Corporation Haas TCM Group of the UK Limited Wesco Aircraft International Holdings Limited Wesco Aircraft EMEA, Ltd. Haas Group International SCM Limited Flintbrook Limited Wesco Aircraft Europe Limited

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

In re

HAAS CORPORATION OF CHINA,

Debtor.

Case No. 23-[____(__)] Chapter 11 (Joint Administration Requested)

LIST OF EQUITY HOLDERS

1. Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following table identifies all holders having an equity ownership interest in the above-captioned debtor in possession:

Debtor	Equity Holder	Last Known Address	Percentage of Equity Held
Haas Corporation of China	Haas Group International, LLC	1475 Phoenixville Pike, Ste. 201, West Chester, PA 19380	100%

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

In re

HAAS CORPORATION OF CHINA,

Debtor.

Case No. 23-[____(__)] Chapter 11 (Joint Administration Requested)

CORPORATE OWNERSHIP STATEMENT

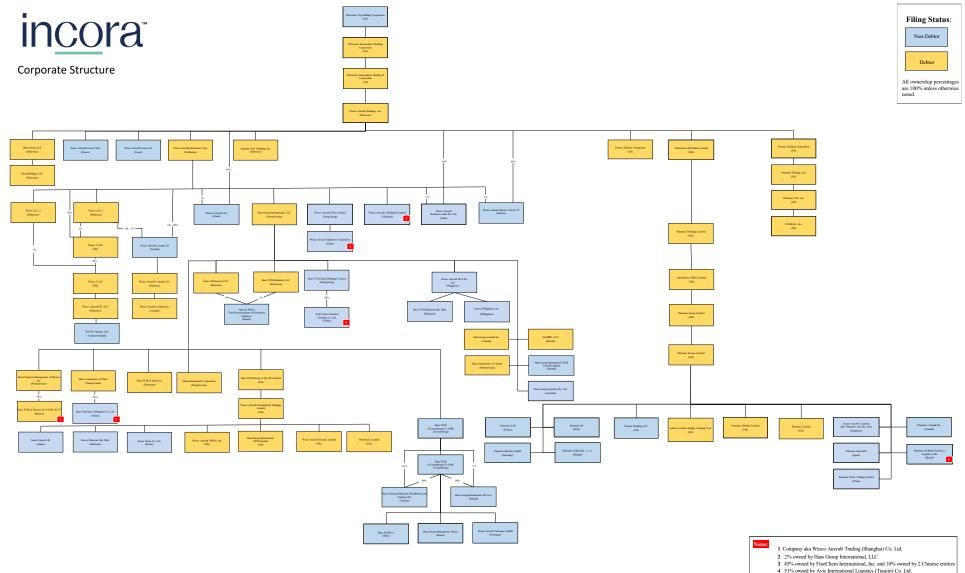
Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in Haas Corporation of China and its debtor affiliates (each, a "*Debtor*" and collectively, the "*Debtors*"). The Debtors respectfully represent as follows:

1. Haas Corporation of China is a wholly owned direct subsidiary of affiliated debtor Haas Group International, LLC.

2. Wolverine Top Holding Corporation is the ultimate parent company of each of the Debtors, and directly or indirectly owns a 100% equity interest in each of the Debtors.

EXHIBIT A TO CORPORATE OWNERSHIP STATEMENT

ORGANIZATIONAL CHART



- 4 51% owned by Avic International Logistics (Tianjin) Co. Ltd.
 5 0.01% aggregate ownership by certain members of management
 6 Pattonair Group Limited owns 1% as nominee shareholder

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 11 of 92

Debtor name: Wesco Aircraft Holdings, Inc. United States Bankruptcy Court for the: <u>Southern District of Texas</u> Case number (If known):

□ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated or	amount. If claim	lly unsecured, fill is partially secure action for value of	only unsecured claim , fill in total claim ollateral or setoff to	
				unliquidated, or disputed	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
1	BOKF, NA 1600 BROADWAY 3RD FLOOR DENVER, CO 80202 UNITED STATES	Attn: George Kubin Title: Senior Vice President Phone: 303-864-7206 Email: gkubin@bokf.com	9.0% Notes due 2026				\$ 337,276,462.00	
2	BOKF, NA 1600 BROADWAY 3RD FLOOR DENVER, CO 80202 UNITED STATES	Attn: George Kubin Title: Senior Vice President Phone: 303-864-7206 Email: gkubin@bokf.com	8.5% Notes due 2024				\$ 176,772,000.00	
3	BOKF, NA 1600 BROADWAY 3RD FLOOR DENVER, CO 80202 UNITED STATES	Attn: George Kubin Title: Senior Vice President Phone: 303-864-7206 Email: gkubin@bokf.com	13.125% Notes due 2027				\$ 104,125,000.00	
4	PPG INDUSTRIES 1 PPG PL PITTSBURGH, PA 15272 UNITED STATES	Attn: Vince Morales Title: Chief Financial Officer Phone: 412-434-2120 Email: vmorales@ppg.com	Trade Payable				\$ 11,120,694.74	
5	GULFSTREAM AEROSPACE 500 GULSTREAM RD SAVANNAH, GA 31408 UNITED STATES	Attn: Joshua Thompson Title: Chief Financial Officer Phone: 727-789-2629 Email: josh.thompson@gulfstream.com	Customer Programs	Unliquidated			\$ 8,715,875.26	
6	HOWMET AEROSPACE 201 ISABELLA ST SUITE 200 PITTSBURGH, PA 15212 UNITED STATES	Attn: Michael Chantray Title: Chief Commercial Officer Phone: 410-708-8316 Email: michael.chanatry@arconic.com	Trade Payable				\$ 8,331,997.73	
7	LISI AEROSPACE 2600 SKYPARK DR. TORRANCE, CA 90509 UNITED STATES	Attn: Scott Wood Title: Chief Operating Officer Phone: 626-222-1575 Email: scott.wood@lisi-aerospace.com	Trade Payable				\$ 7,572,415.45	
8	PCC AEROSTRUCTURES 6525 240TH ST. SE BLDG A WOODINVILLE, WA 98072 UNITED STATES	Attn: Harold Finch Title: Vice President of Quality Phone: 316-371-3637 Email: hffinch@pccaero.com	Trade Payable				\$ 6,736,281.10	
9	TRANSDIGM GROUP 301 EAST 9TH ST. SUITE 3000 CLEVELAND, OH 44114 UNITED STATES	Attn: Lee Pavetti Title: Vice President of Finance Phone: 440-853-8247 Email: lpavetti@transdigm.com	Trade Payable				\$ 5,753,553.28	
10	NASMYTH BULWELL WHARF RD IND EST PINXTON, NG16 6LE UNITED KINGDOM	Attn: Emma West Title: Financial Controller Email: ewest@nasmythbulwell.com	Trade Payable				\$ 5,621,610.39	
1	MCBRAIDA PLC RIDGEYATE ENG WORKS BATH ROAD BRISTOL, BS30 5JW UNITED KINGDOM	Attn: Simon Grynyer Title: Global Strategy Manager Email: simon.grynyer@mebraida.com	Trade Payable				\$ 5,489,537.05	
12	HENKEL CORPORATION ONE HENKEL WAY ROCKY HILL, CT 6067 UNITED STATES	Attn: Joseph DeBiase Title: Senior Vice President and General Manager Phone: 843-881-9664 Email: joseph.debiase@us.henkel.com	Trade Payable				\$ 5,149,049.76	

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 12 of 92

Debtor Wesco Aircraft Holdings, Inc.

Case number (if known)_____

N	iame of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim	Indicate if claim is contingent, unliquidated, or	amount. If clain	lly unsecured, fill n is partially secur uction for value of	in only unsecured claim ed, fill in total claim collateral or setoff to	, fill in total claim	
				disputed	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim		
13	CAAP CO 152 PEPES FARM RD MILFORD, CT 6460 UNITED STATES	Attn: Nick Fedele Title: Director, Production and Engineering Phone: 203-877-0375 Email: nick@caapco.com	Trade Payable				\$ 4,200,127	7.00	
14	NICHOLSONS SEALING TECHNOLOGIES LTD AMOS DRIVE ANNFIELD PLAIN CO. DURHAM, DH9 7YE UNITED KINGDOM	Attn: Paul Wilson Title: Operations Director Phone: +44 1274 734238 Email: paul.wilson@nicholsons.co.uk	Trade Payable				\$ 3,363,717	7.70	
15	3M 2501 HUDSON RD MAPLEWOOD, MN 55144 UNITED STATES	Attn: Kevin Rhodes Title: Executive Vice President & Chief Legal Affairs Officer Phone: 651-736-4868 Email: krhodes@3m.com	Trade Payable				\$ 3,080,214	4.60	
16	M J SECTIONS LIMITED 130 STOURBRIDGE RD BELLE VALE WARD WEST MIDLANDS, B63 3UN UNITED KINGDOM	Attn: Beth Barrie Title: Purchasing Officer Email: beth.barrie@mjsections.co.uk	Trade Payable				\$ 3,045,639	9.66	
17	BOEING 929 LONG BRIDGE DR ARLINGTON, VA 22202 UNITED STATES	Attn: Michael Arthur Title: President, Boeing International Phone: 205-914-0093 Email: michael.arthur@boeing.com	Trade Payable				\$ 2,963,063	3.61	
18	PARKER HANNIFIN CORP 6035 PARKLAND BLVD CLEVELAND, OH 44124 UNITED STATES	Attn: Andrew Ross Title: Chief Operating Officer Email: andrew.ross@parker.com	Trade Payable				\$ 2,778,981	1.04	
19	IONIX SYSTEMS LTD PROSPECT HOUSE, TAYLOR BUSINESS PAR RISLEY WARRINGTON, WA3 6HP UNITED KINGDOM	Attn: Gemma Barnett Title: Group Financial Controller Phone: +372-452-1780 Email: gemma.barnett@ionix-systems.com	Trade Payable				\$ 2,690,367	7.21	
20	TRELLEBORG GROUP JOHAN KOCKSGATAN 10 231 TRELLEBORG, SWEDEN	Attn: Fiona Guo Title: Financial Controller Phone: 714-905-5271 Email: fionaguo@trelleborg.com	Trade Payable				\$ 2,632,952	2.57	
21	UST GLOBAL, INC. 20 ENTERPRISE 4TH FLOOR ALISO VIEJO, CA 92656 UNITED STATES	Attn: Krishna Prasad Title: Chief Customer Officer Phone: 949-351-4752 Email: krishna.prasad@ust-global.com	Trade Payable				\$ 2,593,587	7.78	
22	ELLSWORTH ADHESIVES W129 N10825 WASHINGTON DRIVE GERMANTOWN, WI 53022 UNITED STATES	Attn: Roger Lee Title: Global President Phone: 262-366-3775 Email: rlee@ellsworth.com	Trade Payable				\$ 2,459,582	2.97	
23	ITP EXTERNALS S.L.U PARQUE TECNOLOGICO DE BIZKAIA SEDIF.902 DERIO, 48160 SPAIN	Attn: Luis Alvarez Rubio Title: Chief Operating Officer Email: luis.rubio@itpaero.com	Trade Payable				\$ 2,362,718	8.52	
24	QUAKER HOUGHTON ONE QUAKER PARK 901 E. HECTOR STREET	Attn: Michael Barry Title: Chief Executive Officer Phone: 610-832-4000 Email: michael.barry@quakerhoughton.com	Trade Payable				\$ 2,348,015	5.49	
25	HUTCHINSON AEROSPACE 82 SOUTH ST HOPKINTON, MA 01748 UNITED STATES	Attn: Neil O'Hara Title: Senior Vice President Sales and Marketing Phone: 508-417-7000 Email: oharan@hutchinsonai.com	Trade Payable				\$ 1,936,014	4.79	
26	AVIC INTERNATIONAL HOLDING CORPORATION 18 BEICHEN EAST ROAD CHAOYANG DISTRICT BEIJING, 100101 CHINA	Attn: Chen Zhao Title: HR Director Phone: 213-550-8774 Email: chenz@avic-intl.cn	Trade Payable				\$ 1,886,823	3.39	

Debtor Wesco Aircraft Holdings, Inc.

Case number (if known)_

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	r contact	Indicate if	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
				disputed	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
2	AIRGAS 7 259 N RADNOR CHESTER RD #100 RADNOR, PA 19087 UNITED STATES	Attn: Jay Worley Title: Chief Operating Officer Phone: 610-254-0422 Email: jworley@airgas.com	Trade Payable				\$ 1,804,638.82	
2	FUCHS LUBRICANTS 8 17050 LATHROP AVENUE HARVEY, IL 60426 UNITED STATES	Attn: Keith Brewer Title: Chief Executive Officer Phone: 214-668-6757 Email: kbrewer@fuchs.com	Trade Payable				\$ 1,794,207.21	
2	A POOLE & SON LIMITED 9 HEWELL RD REDDITCH, B97 6AY UNITED KINGDOM	Attn: Emma Lupton Title: Manager Phone: +44 1527 63676	Trade Payable				\$ 1,760,377.14	
3	NOTEHOLDER PLAINTIFFS ⁽¹⁾ 0 C/O KOBRE AND KIM LLP 800 THIRD AVENUE NEW YORK, NY 10022 UNITED STATES	Attn: Zachary Rosenbaum Title: Counsel Phone: 212-488-1200 Email: zachary.rosenbaum@kobrekim.com	Litigation	Contingent, Unliquidated, Disputed			UNDETERMINED	

(1) "Noteholder Plaintifis," as identified in Exhibit 1, refer to those Parties who have asserted claims in a pending action (Supreme Court of the State of New York, County of New York October 28, 2022)

Debtor Wesco Aircraft Holdings, Inc.

Exhibit 1					
Noteholder Plaintiffs					
lackRock Bank Loan Fund, by its manager BlackRock Asset Management Ireland Limit	ed				
lackRock Dynamic High Income Portfolio of BlackRock Funds II					
lackRock Floating Rate Income Portfolio of BlackRock Funds V					
lackRock Floating Rate Income Strategies Fund, Inc.					
lackRock Floating Rate Income Trust					
lackRock Institutional Trust Company, N .A., acting in its capacity as Trustee of the U.S	i.				
igh Yield Bond Index Non-Lendable Fund B					
lackRock Managed Income Fund of BlackRock Funds II					
ELA Depositary & Asset Management B.V.					
Shares II Public Limited Company, on behalf of its sub-fund iShares \$ High Yield Corp B CITS ETF	ond				
Shares IV Public Limited Company, on behalf of its sub-fund iShares \$ Short Duration H ield Corp Bond UCITS ETF	igh				
Shares Public Limited Company, on behalf of its sub-fund iShares Global High Yield Cor ond UCITS ETF	р				
Shares Trust, on behalf of its series iShares 0-5 Year High Yield Corporate Bond ETF					
Shares Trust, on behalf of its series iShares Broad USD High Yield Corporate Bond ETF					
Shares Trust, on behalf of its series iShares Core 1-5 Year USD Bond ETF					
Shares Trust, on behalf of its series iShares Core Total USD Bond Market ETF					
Shares Trust, on behalf of its series iShares iBonds 2024 Term High Yield and Income E	TF				
Shares Trust, on behalf of its series iShares iBonds 2026 Term High Yield and Income E					
Shares Trust, on behalf of its series iShares iBoxx \$ High Yield Corporate Bond ETF					
Shares U.S. High Yield Bond Index ETF (CAD-Hedged), by its trustee, manager and por	tfolic				
dviser BlackRock Asset Management Canada Limited					
Shares U.S. High Yield Fixed Income Index ETF (CAD-Hedged), by its trustee, manager	and				
ortfolio adviser BlackRock Asset Management Canada Limited					
Shares VI Public Limited Company, on behalf of its sub-fund iShares Global High Yield (Corp				
ond CHF Hedged UCITS ETF (Dist)					
Shares VI Public Limited Company, on behalf of its sub-fund iShares Global High Yield (ond GBP Hedged UCITS ETF (Dist)	Corp				
Shares, Inc., on behalf of its series iShares US & Intl High Yield Corp Bond ETF					
NL Series Trust on behalf of its series JNL/JPMorgan Global Allocation Fund					
PMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Core F	Plus				
ond) of JPMorgan Chase Bank, N.A.					
PMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Corpo	rate				
igh Yield) of JPMorgan Chase Bank, N.A.					
PMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (High Y f JPMorgan Chase Bank, N.A.	/ield)				
PMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Incom PMorgan Chase Bank, N.A.	e) of				
PMorgan Funds, on behalf of its sub-fund Global Bond Opportunities Fund					
PMorgan Funds, on behalf of its sub-fund Global Bond Opportunities Sustainable Fund					
PMorgan Funds, on behalf of its sub-fund Income Fund					
PMorgan Funds, on behalf of its sub-fund Multi-Manager Alternatives Fund					
PMorgan Funds, on behalf of its sub-fund US High Yield Plus Bond Fund					
PMorgan Investment Funds, on behalf of its sub-fund Global High Yield Bond Fund					
PMorgan Investment Funds, on behalf of its sub-fund Income Opportunity Fund					
PMorgan Investment Funds, on behalf of its sub-fund Global Income Fund					
PMorgan Investment Funds, on behalf of its sub-fund Global Income Conservative Fund	d				
apitalforeningen PenSam Invest - PSI 84 US High Yield II					
umyna Investments Ltd. on behalf of its sub-fund PSAM Global Event UCITS Fund					
umyna Specialist Funds (formerly called Viaduct invest FCP-SIF), on behalf of its sub-fu	und				
vent Alternative Fund					
SAM WorldArb Master Fund Ltd.					
ebound Portfolio Ltd.					
SD Investment Ltd.					
he New Zealand Guardian Trust Company Limited, as Trustee for AMP Wholesale High	۱				
ield Bond Fund					
BS Fund Management (Switzerland) AG					

Fill in this information to identify the case and this filing:	
Debtor Name Haas Corporat	on of China
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)

5/31/23

MM / DD / YYYY

- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule ____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration Corporate Ownership Statement and List of Equity Holders

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

Signature of individual signing on behalf of debtor

Raymond Carney Printed name

Chief Financial Officer Position or relationship to debtor

Executed on

OMNIBUS UNANIMOUS WRITTEN CONSENT AND RESOLUTIONS OF THE BOARDS OF DIRECTORS, BOARDS OF MANAGERS AND MEMBERS

May 31, 2023

The undersigned, being all of the members of the boards of directors, all of the members of the boards of managers or all of the members (each a "<u>Governing Body</u>"), as applicable, of each of the entities listed on <u>Annex A</u> (each a "<u>Company</u>", and collectively, the "<u>Companies</u>"), acting pursuant to the applicable organizational documents of the Companies, hereby adopt the following resolutions (these "<u>Resolutions</u>").

WHEREAS, the Governing Body of each Company, along with their legal and financial advisors, has considered the liquidity, financial and operational condition, including capital resources, and sources and uses of cash, of such Company and its subsidiaries and affiliates and its current lending arrangements in respect to meeting such Company's short-term liquidity needs;

WHEREAS, the Governing Body of each Company has reviewed the historical performance and results of such Company, the market in which such Company operates, its current, short-term and long-term future liquidity needs, its business prospects and its current and long-term liabilities;

WHEREAS, the Governing Body of each Company has considered and evaluated other lending arrangements and sources of liquidity in meeting such Company's short-term liquidity needs;

WHEREAS, the Governing Body of each Company has reviewed the materials presented by such Company's financial, operative, legal and other advisors and has engaged in numerous and extensive discussions (including, without limitation, with its management and such advisors) regarding, and have had the opportunity to fully consider, such Company's financial condition, including its capital resources and uses of cash, liabilities and liquidity position, the strategic alternatives available to it, the impact of the foregoing on such Company's business and operations and the advisability of entering into restructuring arrangements;

WHEREAS, each Governing Body has been presented with a draft of the Senior Secured Superpriority Debtor-In-Possession Note Purchase Agreement (together with all exhibits, schedules, and annexes thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>DIP Note Purchase Agreement</u>"), to be entered into among Wesco Aircraft Holdings, Inc. (the "<u>Issuer</u>"), Wolverine Intermediate Holding Corporation, the other guarantors party thereto, the note purchasers party thereto (the "<u>DIP Note Purchasers</u>") and Wilmington Savings Fund, FSB, as administrative agent and collateral agent (the "<u>DIP Notes Agreent</u>");

WHEREAS, the obligation of the DIP Note Purchasers to make certain extensions of credit is subject to the Issuer and each other facility guarantor having satisfied certain conditions described in the DIP Note Purchase Agreement;

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 17 of 92

WHEREAS, the management and advisors of each Governing Body have negotiated the terms of the DIP Note Purchase Agreement, the key terms of which have been discussed with each Governing Body;

WHEREAS, each Governing Body has determined that the transactions contemplated by the DIP Note Purchase Agreement are in the best interest of each Company and that it is in the best interest of such Company to (i) execute and deliver the DIP Note Purchase Agreement and any other document or agreement to which it is contemplated to become a party pursuant to the DIP Note Purchase Agreement and the DIP Credit Documents (as defined below) and (ii) authorize the Authorized Persons (as defined below) of each such Company to take any and all actions as any such Authorized Person may deem appropriate to effect the transactions contemplated by the DIP Note Purchaser Agreement;

WHEREAS, each Company has considered the importance of retaining outside legal, operative and financial advisors and any other professionals required to assist during the restructuring process; and

WHEREAS, the Governing Body of each Company has determined that taking the actions set forth below are advisable and in the best interests of such Company to preserve and protect its ordinary course of business and therefore desires to approve the following resolutions:

Approval of Chapter 11 Case

BE IT RESOLVED that the Governing Body of each Company has determined that it is desirable and in the best interests of such Company and its respective creditors and other partiesin-interest that such Company file or cause to be filed a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") commencing the Chapter 11 Case (as defined below) in the United States Bankruptcy Court for the Southern District of Texas;

BE IT FURTHER RESOLVED that Raymond Carney on behalf of each Company and each manager, member, officer or director of each Company on behalf of such person's Company (together with Raymond Carney, the "<u>Authorized Persons</u>"), in each case, acting singly or jointly, be, and each of them hereby is, authorized, empowered and directed to execute and file, or cause to be filed, with the bankruptcy court, for such Authorized Person's Company, all petitions, schedules, lists, motions, applications, pleadings and any other necessary papers or documents, including any amendments thereto, and to take any and all action and perform any and all further deeds that they deem necessary or proper to obtain chapter 11 bankruptcy relief or in connection with the chapter 11 case of such Company (the "<u>Chapter 11 Case</u>"), with a view to the successful prosecution of such Chapter 11 Case, including the negotiation of such additional agreements, modifications, supplements, reports, documents, instruments, applications, notes, or certificates that may be required and/or the payment of all fees, consent payments, taxes, and other expenses as any such Authorized Person, in their sole discretion, may approve or deem necessary, appropriate, or desirable in order to carry out the intent and accomplish the purposes of the resolutions herein and the transactions contemplated thereby;

Debtor-In-Possession Financing

BE IT FURTHER RESOLVED that in order to use and obtain the benefits of (a) the DIP Credit Documents and (b) the use of cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code and in accordance with section 363 of the Bankruptcy Code, each Company will grant certain liens and claims, and provide adequate protection to certain secured parties and to the DIP Note Purchasers to secure the obligations of the Companies under the DIP Note Purchase Agreement (collectively, the "<u>DIP Obligations</u>") as documented in a proposed order in interim and final form (together, the "<u>DIP Orders</u>") and submitted for approval to the bankruptcy court;

BE IT FURTHER RESOLVED that each Company, as a debtor and a debtor in possession under the Bankruptcy Code be, and is, authorized to incur the adequate protection obligations, and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Credit Documents, including granting liens on its assets to secure such obligations;

BE IT FURTHER RESOLVED that the form, terms and provisions of the DIP Note Purchase Agreement, the DIP Orders and the form, terms and provisions of each of the instruments and documents listed below to which each Company is or will be a party (collectively with the DIP Note Purchase Agreement and the DIP Orders, the "DIP Credit Documents"), be, and hereby are, in all respects approved; and further resolved, that each Company's performance of its DIP Obligations under the DIP Note Purchase Agreement and the other DIP Credit Documents, including the borrowings thereunder, the guaranteeing of the obligations of the other Companies and the grant of a security interest in the assets of such Company, if applicable, be, and hereby are, in all respects, approved; and further resolved, that each of the Authorized Persons, acting alone or with one or more other Authorized Persons be, and hereby is, authorized and empowered to execute, negotiate and deliver (including by facsimile, electronic or comparable method) the DIP Note Purchase Agreement, the DIP Orders, each of the other DIP Credit Documents and each of the instruments and documents contemplated thereby, in the name and on behalf of such Company, on behalf of itself or its subsidiaries, as applicable, under its corporate seal or otherwise, with such changes therein as shall be approved by the Authorized Person executing the same, with such execution by said Authorized Person to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body of each Company:

- (a) the DIP Note Purchase Agreement;
- (b) the Security Agreement (as defined in the DIP Note Purchase Agreement); and
- such other documents, instruments, certificates, petitions, motions and other papers as may be reasonably requested by the DIP Notes Agent, required by the DIP Orders or contemplated by the DIP Note Purchase Agreement or any other DIP Credit Document;

BE IT FURTHER RESOLVED that each Company will obtain benefits from (a) the use of collateral which is security for the secured parties under the DIP Note Purchase Agreement, and (b) the incurrence of debtor-in-possession financing obligations pursuant to the DIP Note Purchase

Agreement and other DIP Credit Documents or arising from each DIP Order, which are necessary and convenient to the conduct, promotion and attainment of the business of such Company;

BE IT FURTHER RESOLVED that the granting of security interests by each applicable Company in all property now or hereafter owned by such Company as contemplated by the DIP Note Purchase Agreement, the DIP Orders, the other DIP Credit Documents and any other agreements, documents or filings that the DIP Notes Agent determines are necessary, appropriate or desirable pursuant to the terms of the DIP Credit Documents be, and are, in all respects, authorized and approved;

BE IT FURTHER RESOLVED that each of the Authorized Persons of the Companies is authorized and empowered in the name of, and on behalf of, the Companies to file or to authorize the DIP Notes Agent to file any Uniform Commercial Code (the "<u>UCC</u>") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of the Companies that the DIP Notes Agent deems necessary or appropriate to perfect any lien or security interest granted under the DIP Orders and the DIP Credit Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Companies and such other filings in respect of intellectual and other property of the Companies, in each case as the DIP Notes Agent may reasonably request to perfect the security interests of the DIP Notes Agent under the DIP Orders;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company, acting alone or with one or more other Authorized Persons, be, and each of them is, authorized, directed and empowered in the name and on behalf of each applicable Company, as debtors and debtors in possession, to guarantee the DIP Obligations under the DIP Note Purchase Agreement, the DIP Orders and the other DIP Credit Documents on behalf of itself or on behalf of its subsidiaries, as applicable, to assign, transfer, pledge and grant, or to continue to assign, transfer, pledge and grant, to the DIP Notes Agent, for the ratable benefit of the respective or applicable secured parties, a security interest in all or substantially all the assets of each Company, as collateral security for the prompt and complete payment and performance when due of the DIP Obligations under the DIP Note Purchase Agreement, the DIP Orders and the other DIP Credit Documents to which each Company is a party and to take or cause to be taken any such actions as may be necessary, appropriate or desirable to cause each such Company to create, perfect and maintain a security interest in each of its respective property or assets constituting collateral as described or contemplated in the DIP Credit Documents;

BE IT FURTHER RESOLVED that each of the Authorized Persons be, and is, authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses in accordance with the terms of the DIP Credit Documents, to arrange for and enter into supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by the DIP Note Purchase Agreement, the DIP Orders or any of the DIP Credit Documents and to execute and deliver all such supplemental agreements, instruments, certificates or documents in the name and on behalf of such Company under its corporate seal or otherwise, which shall in their sole judgment be necessary, proper or advisable in order to perform such Company's DIP Obligations under or in connection with the DIP Note Purchase Agreement, the DIP Orders or any of the DIP Credit Documents and the transactions contemplated by the DIP Credit Documents, and to carry out fully the intent of the foregoing resolutions, in such form and with such terms as shall be approved by the Authorized Person executing the same, with such execution by said Authorized Person to constitute conclusive evidence of his or her approval of the terms thereof;

BE IT FURTHER RESOLVED that each of the Authorized Persons be, and is, authorized and empowered to execute and deliver any amendments, amendment and restatements, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Note Purchase Agreement, the DIP Orders or any of the DIP Credit Documents that shall, in their sole judgment, be necessary, proper or advisable, in such form and with such terms as shall be approved by the Authorized Person executing the same, with such execution by said Authorized Person to constitute conclusive evidence of his or her approval of the terms thereof;

BE IT FURTHER RESOLVED that for all transactions authorized above, the Authorized Persons are authorized to open an account or accounts with such third parties as they deem necessary or desirable for the purpose of engaging in such transactions, and the other party to such transactions is authorized to act upon any verbal or written orders and instructions from the Authorized Persons in connection with such accounts and transactions;

BE IT FURTHER RESOLVED that each of the Authorized Persons of each Company be, and is, authorized and empowered to take all actions or to not take any action in the name of any Company with respect to the transactions contemplated by these resolutions as the sole shareholder, partner, general partner, sole member, member, managing member, sole manager, manager or director of each applicable subsidiary of any such Company, if any, whether existing now or in the future, in each case, as such Authorized Person shall deem necessary or desirable, including, without limitation, the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Documents (including, without limitation, certificates, affidavits, financing statements, notices, reaffirmations, and amendments and restatements thereof or relating thereto) as may be necessary, appropriate or convenient to effectuate the purposes of the transactions contemplated in this written consent. The performance of any such further act or thing and the execution of any such document or instrument by any of the Authorized Persons of such Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by such Company in every respect;

BE IT FURTHER RESOLVED that all acts and actions taken by the Authorized Persons prior to the date of this written consent with respect to the transactions contemplated by the DIP Note Purchase Agreement, the DIP Orders or any of the DIP Credit Documents be, and are, in all respects confirmed, approved and ratified;

BE IT FURTHER RESOLVED that the signature of any Authorized Person of such Company shall be conclusive evidence of the authority of such Authorized Person to execute and deliver the documents to which such Company is a party. The authority granted in this written consent shall apply with equal force and effect to any successors-in-office of the Authorized Persons identified in this written consent; **BE IT FURTHER RESOLVED** that all capitalized terms used in the resolutions under this "**Debtor-In-Possession Financing**" section and not otherwise defined in this written consent shall have the meanings given to such terms in the DIP Note Purchase Agreement, as applicable;

Approval of the Retention of Advisors

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed to employ the law firm of Milbank LLP as general bankruptcy counsel to represent and advise such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations, including filing any pleadings in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Milbank LLP;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed to employ on behalf of such Company the firm of Haynes and Boone, LLP, as local bankruptcy counsel to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Haynes and Boone, LLP;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed to employ on behalf of such Company the firm of PJT Partners, Inc., as investment banker and financial advisor to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of PJT Partners, Inc.;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed to employ on behalf of such Company the firm of Alvarez & Marsal North America, LLC, as financial advisor to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case and cause to be executed

and filed an appropriate application with the bankruptcy court for authority to retain the services of Alvarez & Marsal North America, LLC;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed to employ on behalf of such Company the firm of Kurtzman Carson Consultants LLC, as notice and claims agent to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Kurtzman Carson Consultants LLC;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed to employ on behalf of such Company the firm of Quinn Emanuel Urquhart & Sullivan, LLP, as special litigation counsel to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Quinn Emanuel Urquhart & Sullivan, LLP;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed to employ any other professionals, including attorneys, accountants, tax advisors and notice and claims agents, necessary to assist such Authorized Persons' Company in carrying out such Company's duties under the Bankruptcy Code; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the Chapter 11 Case, and cause to be executed and filed appropriate applications with the bankruptcy court for authority to retain the services of any other professionals, as necessary;

Other Authorization and Ratification

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of such Company, to prosecute the Chapter 11 Case in a manner that in their business judgment is likely to maximize the recovery for stakeholders in such Company and minimize the obligations incurred by such Company;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of such Company, to cause such Company to enter into, execute, deliver, certify, file and/or record and perform such agreements, instruments, motions, affidavits, applications for approvals or ruling of

governmental or regulatory authorities, certificates or other documents, and to take such other action, as in the judgment of such person shall be or become necessary, proper and desirable to prosecute to a successful completion the Chapter 11 Case, including, but not limited to, implementing the foregoing Resolutions and the transactions contemplated by these Resolutions;

BE IT FURTHER RESOLVED that the Authorized Persons of each Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of such Company, to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements or other writings referred to in the foregoing Resolutions;

BE IT FURTHER RESOLVED that all acts, actions and transactions relating to the matters contemplated by the foregoing Resolutions done in the name and on behalf of each Company, which acts would have been approved by the foregoing Resolutions except that such acts were taken before these Resolutions were certified, are hereby in all respects approved and ratified; and

BE IT FURTHER RESOLVED that, to the extent each Company serves as the sole member, managing member, general partner or other governing body (each a "<u>Controlling Company</u>") of any other company (each a "<u>Controlled Company</u>"), each Authorized Person of such Controlling Company, any one of whom may act without the joinder of any other Authorized Person of such Controlling Company, be, and each of them hereby is, severally authorized, empowered and directed in the name and on behalf of such Controlling Company (acting for such Controlled Company in the capacity set forth above, as applicable), to take all of the actions on behalf of such Controlled Company that an Authorized Person of such Controlling Company is herein authorized to take on behalf of such Controlling Company.

Case 23-90697 Document 1 Filed in TXSB on 06/01/23 Page 24 of 92

IN WITNESS WHEREOF, each of the undersigned has executed this consent as of the date first written above.

Wesco Aircraft Holdings, Inc., a Delaware corporation

By: M Name: Mary Ann Sigler Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members] Haas Chemical Management of Mexico, Inc., a Pennsylvania corporation

Haas Corporation of Canada, a Pennsylvania corporation

Haas Corporation of China, a Pennsylvania corporation

Haas International Corporation, a Pennsylvania corporation

Haas TCM of Israel Inc., a Delaware corporation

Interfast USA Holdings Incorporated, a Delaware corporation

Pattonair Holding, Inc., a Delaware corporation

Pattonair USA, Inc., a Texas corporation

Pioneer Finance Corporation, a Delaware corporation

Pioneer Holding Corporation, a Delaware corporation

UNISEAL, Inc., a California corporation

Wolverine Intermediate Holding **U** Corporation, a Delaware corporation

vt By:

Name: Mary Ann Sigler Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members] Haas Group, LLC, a Delaware limited liability company

Haas Holdings, LLC, a Delaware limited liability company

Haas of Delaware LLC, a Delaware limited liability company

Haas TCM Industries LLC, a Delaware limited liability company

NetMRO, LLC, a Florida limited liability company

Wesco Aircraft Canada, LLC, a Delaware limited liability company

Wesco Aircraft SF, LLC, a Delaware limited liability company

Wesco LLC 1, a Delaware limited liability company

Wesco LLC 2, a Delaware limited liability By: Name: Mary Ann Sigler Title: Manage

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members]

M

By:

Name: Patrick J. Bartels, Jr. Title: Director

By:

Name: Michael Fabiano Title: Director

By:

Name: John Gerald Holland Title: Director

By:

Name: Louis Samson Title: Director

Name: Mary Ann Sigler Title: Director

By:

By:

By:

Name: Patrick J. Bartels, Jr. Title: Director

By:

Name: Michael Fabiano Title: Director

By:

Name: John Gerald Holland Title: Director

By:

Name: Louis Samson Title: Director

By:

Name: Mary Ann Sigler Title: Director

By:

By:

Name: Patrick J. Bartels, Jr. Title: Director

By:

Name: Michael Fabiano Title: Director

Val Hallano

By:

Name: John Gerald Holland Title: Director

By:

Name: Louis Samson Title: Director

By:

Name: Mary Ann Sigler Title: Director

By:

By: Name: Patrick J. Bartels, Jr.

Title: Director

Name: Michael Fabiano Title: Director

By:

By:

Name: John Gerald Holland Title: Director

By:

Name: Louis Samson Title: Director

By:

Name: Mary Ann Sigler Title: Director

By:

Name: Malik Vorderwuelbecke Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members]

By: Name: Patrick J

Name: Patrick J. Bartels, Jr. Title: Director

By:

Name: Michael Fabiano Title: Director

By:

Name: John Gerald Holland Title: Director

By:

Name: Louis Samson Title: Director

Name: Mary A nn Sigler Title: Director

By:

VH By:

By:

Name: Patrick J. Bartels, Jr. Title: Director

By:

Name: Michael Fabiano Title: Director

By:

Name: John Gerald Holland Title: Director

By:

Name: Louis Samson Title: Director

By:

Name: Mary Ann Sigler Title: Director

By:

Name: Malik Vorderwuelbecke Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members] **Wolverine UK Holdco Limited**, an England and Wales limited company

By:

Name: Dawn Landry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director **Wolverine UK Holdco Limited**, an England and Wales limited company

By:

Name: Dawn Landry Title: Director

1 MM

By:

Name: Wayne Richard Hollinshead Title: Director **Pattonair Holdings Limited**, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Name: Mark Whatling Title: Director **Pattonair Holdings Limited**, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

λ

Name: Dawn Landry Title: Director

By:

By:

Name: Mark Whatling Title: Director **Pattonair Holdings Limited**, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Quicksilver Midco Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

Quicksilver Midco Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

AR

Name: Dawn Landry Title: Director

L

By:

By:

Quicksilver Midco Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Pattonair Group Limited, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Pattonair Group Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

DRU

Name: Dawn Landry Title: Director

By:

By:

Pattonair Group Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Pattonair Europe Limited, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Pattonair Europe Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

Name: Dawn Landry Title: Director

By:

By:

Pattonair Europe Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Adams Aviation Supply Company Limited, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Adams Aviation Supply Company Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry

Title: Director

By:

Adams Aviation Supply Company Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Pattonair (Derby) Limited, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Pattonair (Derby) Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

DRU

Name: Dawn Landry Title: Director

By:

By:

Pattonair (Derby) Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Pattonair Limited, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Pattonair Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

L

Name: Dawn Landry Title: Director

By:

By:

Pattonair Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Wesco Aircraft Hardware Corp., a California corporation

By:

Digitally signed by David Coleal Date: 2023.05.24 11:53:31 -05'00'

Name: David Coleal Title: Chairman of the Board

By:

Name: Mary Ann Sigler Title: Director Wesco Aircraft Hardware Corp., a California corporation

By:__ Name: David Coleal Title: Chairman of the Board ver By: Name: Mary Ann Sigler Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members] **Wesco 1 LLP**, an England and Wales limited liability partnership

By: Wesco Aircraft Hardware Corp., as Member

By: Digitally signed by David Coleal Date: 2023.05.24 11:53:57 -0500

Name: David Coleal Title: Chairman of the Board

By:

Name: Mary Ann Sigler Title: Director

By: Wesco LLC 1, as Member

By:

Name: Mary Ann Sigler Title: Manager Wesco 1 LLP, an England and Wales limited liability partnership

By: Wesco Aircraft Hardware Corp., as Member

By:_____

Name: David Coleal Title: Chairman of the Board

By: _____

Name: Mary Ann Sigler Title: Director

By: Wesco LLC 1, as Member A By: Name. Mary Ann Sigler Title: Manager

Wesco 2 LLP, an England and Wales limited liability partnership

By: Wesco 1 LLP, as Member

By: Wesco Aircraft Hardware Corp., as Member

Digitally signed by David Coleal Date: 2023.05.24 11:54:23 -05'00' Da By:

Name: David Coleal Title: Chairman of the Board

By: ____

Name: Mary Ann Sigler Title: Director

By: Wesco LLC 1, as Member

By:

Name: Mary Ann Sigler Title: Manager

By: Wesco LLC 2, as Member

By:

Name: Mary Ann Sigler Title: Manager Wesco 2 LLP, an England and Wales limited liability partnership

By: Wesco 1 LLP, as Member

By: Wesco Aircraft Hardware Corp., as Member

By:

Name: David Coleal Title: Chairman of the Board

By:

Name: Mary Ann Sigler Title: Director

By: Wesco LLC 1, as Member

By:

Name: Mary Ann Sigler Title: Manager

By: Wesco LLC₂, as Member By: M Name: Mary Ann Sigler Title: Manager

Wesco Aircraft Canada Inc., a Canada corporation

ouchard

Name: Pascale Bouchard Title: Director

By:

By:

Name: Mary Ann Sigler Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members]

Wesco Aircraft Canada Inc., a Canada corporation

By: _ Name: Pascale Bouchard Title: Director M By: Name: Mary Ann Sigler Title: Director

Haas Group International, LLC, a Pennsylvania limited liability company

By:

Digitally signed by David Coleal Date: 2023.05.24 11:53:04 -05'00'

Name: David Coleal Title: Chairman of the Board

By:

Name: Mary Ann Sigler Title: Manager Haas Group International, LLC, a Pennsylvania limited liability company

By: Name: David Coleal Title: Chairman of the Board st By: Name: Mary Ann Sigler Title: Manager

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members]

.

Haas Group Canada Inc., a Canada corporation

in hard

Name: Pascale Bouchard Title: Director

By:

By:

Name: Mary Ann Sigler Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members] Haas Group Canada Inc., a Canada corporation

By: _ Name: Pascale Bouchard Title: Director st By: Name: Mary Ann Sigler Title: Director

[Signature Page to Omnibus Unanimous Written Consent of the Board of Directors, Boards of Managers and Members] Haas TCM de Mexico, S. de R.L. de C.V., a Mexico limited liability company

By:

Name: Dawn Landry Title: Manager Haas TCM Group of the UK Limited, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Haas TCM Group of the UK Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

1 Л

Name: Dawn Landry Title: Director

By:

By:

Haas TCM Group of the UK Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

Wesco Aircraft International Holdings Limited,

an England and Wales limited company

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

Wesco Aircraft International Holdings Limited,

an England and Wales limited company

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

Wesco Aircraft International Holdings Limited,

an England and Wales limited company

By:

By:

Name: Neal Austerberry Title: Director

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

Wesco Aircraft International Holdings Limited,

an England and Wales limited company

By: Name: N

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

By:

Name: Neal Austerberry Title: Director

Noufold

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

By:

By:

Name: Neal Austerberry Title: Director

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

Haas Group International SCM Limited, an England and Wales limited company

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Haas Group International SCM Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

DRI

Name: Dawn Landry Title: Director

By:

By:

Haas Group International SCM Limited, an England and Wales limited company

By:

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

By:

Name: Neal Austerberry Title: Director

Name: Wayne Richard Hollinshead Title: Director

By:

By:

Name: Dawn Landry Title: Director

By:

By:

By:

Name: Neal Austerberry Title: Director

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

NR By: Name: Neal Austerberry

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

Title: Director

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

By:

By:

Name: Neal Austerberry Title: Director

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

By:

Name: Neal Austerberry Title: Director

By:

Name: Wayne Richard Hollinshead Title: Director

By:

Name: Dawn Landry Title: Director

By:

<u>ANNEX A</u>

- 1. Wesco Aircraft Holdings, Inc., a Delaware corporation
- 2. Wolverine Intermediate Holding II Corporation, a Delaware corporation
- 3. Wolverine Intermediate Holding Corporation, a Delaware corporation
- 4. Haas Group, LLC, a Delaware limited liability company
- 5. Haas Holdings, LLC, a Delaware limited liability company
- 6. Interfast USA Holdings Incorporated, a Delaware corporation
- 7. Pioneer Holding Corporation, a Delaware corporation
- 8. Pattonair Holding, Inc., a Delaware corporation
- 9. Pattonair USA, Inc., a Texas corporation
- 10. UNISEAL, Inc., a California corporation
- 11. Pioneer Finance Corporation, a Delaware corporation
- 12. Wolverine UK Holdco Limited, an England and Wales limited company
- 13. Pattonair Holdings Limited, an England and Wales limited company
- 14. Quicksilver Midco Limited, an England and Wales limited company
- 15. Pattonair Group Limited, an England and Wales limited company
- 16. Pattonair Europe Limited, an England and Wales limited company
- 17. Adams Aviation Supply Company Limited, an England and Wales limited company
- 18. Pattonair (Derby) Limited, an England and Wales limited company
- 19. Pattonair Limited, an England and Wales limited company
- 20. Wesco Aircraft Hardware Corp., a California corporation
- 21. Wesco LLC 1, a Delaware limited liability company
- 22. Wesco LLC 2, a Delaware limited liability company
- 23. Wesco 1 LLP, an England and Wales limited liability partnership

- 24. Wesco 2 LLP, an England and Wales limited liability partnership
- 25. Wesco Aircraft SF, LLC, a Delaware limited liability company
- 26. Wesco Aircraft Canada, LLC, a Delaware limited liability company
- 27. Wesco Aircraft Canada Inc., a Canada corporation
- 28. Haas Group International, LLC, a Pennsylvania limited liability company
- 29. Haas of Delaware LLC, a Delaware limited liability company
- 30. Haas TCM Industries LLC, a Delaware limited liability company
- 31. NetMRO, LLC, a Florida limited liability company
- 32. Haas Corporation of Canada, a Pennsylvania corporation
- 33. Haas Group Canada Inc., a Canada corporation
- 34. Haas Chemical Management of Mexico, Inc., a Pennsylvania corporation
- 35. Haas TCM de Mexico, S. de R.L. de C.V., a Mexico limited liability company
- 36. Haas Corporation of China, a Pennsylvania corporation
- 37. Haas TCM of Israel Inc., a Delaware corporation
- 38. Haas International Corporation, a Pennsylvania corporation
- 39. Haas TCM Group of the UK Limited, an England and Wales limited company
- 40. Wesco Aircraft International Holdings Limited, an England and Wales limited company
- 41. Wesco Aircraft EMEA, Ltd., an England and Wales limited company
- 42. Haas Group International SCM Limited, an England and Wales limited company
- 43. Flintbrook Limited, an England and Wales limited company
- 44. Wesco Aircraft Europe, Ltd, an England and Wales limited company