

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

*In re*

**WESCO AIRCRAFT HOLDINGS, INC.,  
*et al.*,<sup>1</sup>**

Debtors.

Case No. 23-90611 (MI)

Chapter 11

(Jointly Administered)

**STIPULATION  
REGARDING (A) CORRECTED  
OMNIBUS (I) MOTION OF THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS FOR  
EXCLUSIVE LEAVE, STANDING, AND AUTHORITY TO  
PROSECUTE AND SETTLE CERTAIN CLAIMS, CAUSES  
OF ACTION, AND CLAIM OBJECTIONS ON BEHALF OF  
THE DEBTORS' ESTATES AND (II) CLAIM OBJECTION  
AND (B) FIRST AMENDED JOINT CHAPTER 11 PLAN  
OF WESCO AIRCRAFT HOLDING, INC. *ET AL.***

<sup>1</sup> 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.



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This stipulation (this “**Stipulation**”) is entered into by and between (a) Wesco Aircraft Holdings, Inc. (“**Wesco**”) and its affiliated debtors (collectively, the “**Debtors**”), (b) the Official Committee of Unsecured Creditors of the Debtors (the “**Committee**”), and (c) the holders of, or investment advisors, sub-advisors, or managers of funds or accounts that hold, 10.50% Senior Secured First Lien PIK Notes due 2026 under that certain *Indenture*, dated as of March 28, 2022, by and among Wesco as issuer, the guarantors from time to time party thereto, Wilmington Savings Fund Society, FSB, as trustee and notes collateral agent, that are members of the First Lien Noteholder Group (the “**Consenting 1L Noteholders**” and, together with the Debtors and the Committee, the “**Parties**”).

### RECITALS

A. On November 17, 2023, the Debtors filed their *Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket No. 962], and subsequently filed their *First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket No. 1133] (as further amended or supplemented from time to time, the “**Plan**”).<sup>2</sup>

B. On November 27, 2023, the Committee filed its *Omnibus (I) Motion of the Official Committee of Unsecured Creditors for Exclusive Leave, Standing, and Authority to Prosecute and Settle Certain Claims, Causes of Action, and Claim Objections on Behalf of the Debtors' Estates and (II) Claim Objection* [Docket No. 994; corrected at Docket Nos. 1020 and 1025] (as amended or supplemented from time to time, the “**Committee Standing Motion**”).

C. The Parties have reached an agreement to resolve the claims and claim objections identified in the Committee Standing Motion, the terms of which are to be memorialized in an amended version of the Plan to be filed at a later date (together with any Definitive Documents related thereto, the “**Amended Plan**”).

<sup>2</sup> Capitalized terms not otherwise defined bear the meanings ascribed to them in the Plan, as filed on December 27, 2023.

D. Pending confirmation and the effective date of the Amended Plan, the Parties wish to continue certain deadlines relating to the Committee Standing Motion as set forth herein.

Therefore, the Parties stipulate and agree that:

## STIPULATION

### I. PLAN PROVISIONS

1. The Committee hereby agrees to support an Amended Plan (including, for the avoidance of doubt, the Debtor Releases and the Third-Party Releases), and use commercially reasonable efforts to support the implementation of the restructuring transactions contemplated therein, that contains the following terms, to be implemented in form and substance reasonably acceptable to the Committee (such Amended Plan, a “*Committee Acceptable Plan*”):

- a. Each holder of an Allowed Claim, other than an Administrative Expense, an Other Secured Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an ABL Facility Claim, a 1L Notes Claim, a 1.25L Notes Claim, a PIK Notes Claim, an Intercompany Claim or a General Unsecured Convenience Claim, shall receive its Pro Rata share of 3.5% of New Common Equity, subject to dilution by any New Common Equity issued in respect of the Management Incentive Plan (the “*Settlement Equity Pool*”).
- b. The term “General Unsecured Convenience Claim” shall mean any Claim that is Allowed in an amount of \$1,500,000 or less (or a lesser threshold, as determined by the Debtors and the Committee prior to the date of the hearing on approval of the Disclosure Statement) (the “*Convenience Claim Threshold*”), other than an Administrative Expense, an Other Secured Claim, a Priority Tax Claim, a Priority Non-Tax Claim, an ABL Facility Claim, a 1L Notes Claim, a 1.25L Notes Claim, a 2024 Unsecured Notes Claim, a 2026 Unsecured Notes Claim, a 2027 Unsecured Notes Claim, a PIK Notes Claim, or an Intercompany Claim; *provided* that the Allowed amount of all Claims held by a holder and its Affiliates shall be aggregated for purposes of the foregoing calculation.
- c. Holders of General Unsecured Claims that are Allowed in an amount in excess of the Convenience Claim Threshold that otherwise meet the foregoing criteria may opt into treatment as a General Unsecured Convenience Claim by making a ballot election to waive any Allowed amounts that are in excess of the Convenience Claim Threshold.
- d. Each holder of an Allowed General Unsecured Convenience Claim shall receive such holder’s Pro Rata share of Cash in the amount of \$7,500,000 (the “*Settlement Cash Pool*” and, together with the Settlement Equity Pool, the “*Settlement Distributions*”); *provided* that in no event shall any holder of

General Unsecured Convenience Claims receive more than 10.00% of the Allowed amount of its General Unsecured Convenience Claim.

- e. The holders of 1L Notes Claims shall not receive any distributions from the Settlement Distributions on account of any deficiency claim in respect of such 1L Notes Claims.
- f. The holders of 1.25L Notes Claims shall not, without consent of the Committee, receive any distributions on account of such 1.25L Notes Claims, and each 1.25L Notes Claim shall be released and cancelled on the Effective Date.
- g. All reasonable and documented compensation, fees, expenses, and disbursements, including reasonable and documented attorneys' and agents' fees, expenses and disbursements, incurred by BOKF, NA in connection with the Chapter 11 Cases (including the Financing Litigation and the Restructuring), whether incurred prepetition or postpetition, shall be payable in Cash on the Effective Date.
- h. The Amended Plan shall provide that, upon the Effective Date, the DIP Order shall not prohibit the Debtors from paying all Allowed Retained Professional Fees incurred by the Committee, in accordance with the Plan.
- i. The Debtors shall waive all Causes of Action arising under section 547 of the Bankruptcy Code, section 548 of the Bankruptcy Code to the extent arising under the same facts as section 547, or any state law equivalent thereof, in each case, whether asserted offensively or defensively (including in response to any Claim filed against the Debtors' Estates) against any party that does business with the Debtors or has been identified as an eligible critical vendor as of the date of this Stipulation.
- j. The Amended Plan (including the exculpation and release provisions therein) shall explicitly provide that, to the extent permitted by law, the Committee and its members, and their Retained Professionals and other professional advisors, are "Exculpated Parties", "Releasing Parties" and "Released Parties" and will not be designated by the Debtors as "Excluded Parties."
- k. The Debtors shall make commercially reasonable efforts, prior to Confirmation, to offer full payment of critical vendor claims under the *Final Order (I) Authorizing the Payment of Prepetition Claims of Critical Vendors and Foreign Claimants, (II) Authorizing the Payment of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 128] (the "**Critical Vendor Order**") to any person previously identified as an eligible critical vendor that has not yet executed a vendor payment agreement pursuant to the Critical Vendor Order; *provided* that the Debtors shall be under no obligation to offer or make any payments under the Critical Vendor Order beyond the "Payment Cap" set forth in the Critical Vendor Order as originally entered or to offer or make any payments that do not comply with the terms of the Critical Vendor Order, and shall be under no obligation to offer or make any payments to any vendor that does not execute a vendor payment agreement in substantially the form attached to the Critical Vendor Order.

1. With the consent of the Debtors and the First Lien Noteholder Group (in each case, not to be unreasonably withheld), the Committee may appoint, as of the Effective Date, a General Unsecured Claims Observer with duties limited to monitoring the Reorganized Debtors with respect to the Allowance of General Unsecured Claims and General Unsecured Convenience Claims; *provided* that the General Unsecured Claims Observer shall have standing to appear before the Bankruptcy Court with respect to matters arising out of or related to reconciliation, Allowance, and settlement of any General Unsecured Claims or General Unsecured Convenience Claims, as well to assert an objection thereto on any grounds (including that any Claim should not be Allowed or should be Allowed in a reduced amount).
- m. The Reorganized Debtors shall consult with the General Unsecured Claims Observer with respect to the Allowance of General Unsecured Claims and General Unsecured Convenience Claims.
- n. The General Unsecured Claims Observer may employ, without further order of the Bankruptcy Court, professionals to assist in carrying out the duties as limited above. The reasonable and documented fees and expenses of the General Unsecured Claims Observer, including reasonable and documented professional fees and expenses, shall be reimbursed by the Reorganized Debtors in the ordinary course of business in an aggregate amount not to exceed \$125,000 as soon as reasonably practicable after invoiced.
- o. Upon the resignation or removal of the General Unsecured Claims Observer, the outgoing General Unsecured Claims Observer may appoint a successor General Unsecured Claims Observer with the consent of the Reorganized Debtors (not to be unreasonably withheld); *provided* that, in the event of the death of the General Unsecured Claims Observer, the successor General Unsecured Claims Observer shall be appointed by the Reorganized Debtors.
- p. Upon the resolution of all General Unsecured Claims and General Unsecured Convenience Claims, the General Unsecured Claims Observer shall be released and discharged of and from further authority, duties, responsibilities, and obligations relating to and arising from and in connection with the Chapter 11 Cases.
- q. The Debtors and the Committee shall engage in good faith discussions of reasonable limitations on the rights and duties of the General Unsecured Claims Observer, including the range of de minimis General Unsecured Convenience Claims that the Reorganized Debtors may agree to Allow without oversight of the General Unsecured Claims Observer.

2. The provisions of the Amended Plan that relate, in a material respect, to (a) the timing of distributions on account of General Unsecured Claims or General Unsecured Convenience Claims; (b) the assumption or rejection of executory contracts (including, for the avoidance of doubt, the Schedule of Assumed Executory Contracts and Unexpired Leases and the

Schedule of Rejected Executory Contracts and Unexpired Leases); (c) the settlement or allowance of Disputed General Unsecured Claims or Disputed General Unsecured Convenience Claims (including the Convenience Claim Threshold); or (d) the terms set forth in Paragraph 1 (such provisions, the “***Committee Consent Provisions***”) shall be in form and substance reasonably acceptable to the Committee.

3. Any Plan (including supplements to the Plan) filed by the Debtors after the date of this Stipulation shall automatically be deemed a Committee Acceptable Plan unless the Committee notifies counsel to the Debtors and the First Lien Noteholder Group in writing within five Business Days after such filing that the Plan does not comply with this Stipulation and the Committee does not consider the Plan to be a Committee Acceptable Plan.

## II. COMMITTEE STANDING MOTION

4. [Reserved]

5. Upon approval by the Bankruptcy Court, all dates concerning the Committee Standing Motion, including all deadlines for filing oppositions and replies related thereto (as set forth in the *Notice of Fifth Extension of the Challenge Period Under the Final DIP Order Solely with Respect to the Official Committee of Unsecured Creditors* [Docket No. 972]) shall be adjourned and the Committee Standing Motion shall be held in abeyance. The Committee Acceptable Plan shall provide for the automatic withdrawal of the Committee Standing Motion upon the occurrence of the Effective Date of a Committee Acceptable Plan; *provided* that, prior to the occurrence of the Effective Date of the Committee Acceptable Plan, the Committee may take actions reasonably necessary to preserve its ability to pursue the Committee Standing Motion (and the Causes of Action identified therein) in the event the Effective Date of the Committee Acceptable Plan does not occur, including attending depositions propounded by other parties in interest, reviewing documents produced in response to requests of other parties in interest, responding to pleadings filed in matters other than the Committee Standing Motion, and participating in any hearings or trial conducted in connection with the claims asserted, or sought

to be asserted, by the holders of the 2024 Unsecured Notes Claims and the 2026 Unsecured Notes Claims (the “*Committee Permitted Actions*”).

### III. COMMITTEE OBLIGATIONS

6. The Committee shall not, and shall not direct or encourage any other Person to, directly or indirectly, (a) vote any Claims to reject a Committee Acceptable Plan, (b) object to, delay, impede, or take any other action to interfere with, delay, or postpone solicitation, acceptance, consummation, or implementation of a Committee Acceptable Plan (including not objecting to entry of the Disclosure Statement Order), (c) propose, file, support, or vote for any restructuring, sale of assets, workout, or plan of reorganization for the Debtors other than the Committee Acceptable Plan or (d) investigate, assert, prosecute or support any Financing Litigation or “Challenge” as defined in the DIP Order; *provided* that the Committee shall be entitled to engage in the Committee Permitted Actions.

7. The Committee shall provide, for the inclusion in the Solicitation Materials, a letter, reasonably acceptable to the Debtors, recommending that all holders of General Unsecured Claims and General Unsecured Convenience Claims vote in favor of the Committee Acceptable Plan and grant the Third-Party Release contained in the Committee Acceptable Plan.

### IV. TERMINATION EVENTS

8. Upon the occurrence and continuance of any of the following events (each, a “*Termination Event*”), the Committee may terminate this Stipulation by the delivery of written notice via email to counsel to the Debtors and the First Lien Noteholder Group (which notice shall also be filed by the Committee to the docket in the Chapter 11 Cases) (such notice, a “*Termination Notice*”):

- a. the breach of this Stipulation by the Debtors or the Consenting 1L Noteholders, which remains uncured following five Business Days’ notice of such a breach;
- b. termination of the Restructuring Support Agreement by the Debtors or the Consenting 1L Noteholders;



- c. the Effective Date of the Committee Acceptable Plan has not occurred on or before June 1, 2024, subject to extension if reasonably necessary to secure necessary regulatory or other government approvals;
- d. the filing by the Debtors or the Consenting 1L Noteholders of any chapter 11 plan that is not a Committee Acceptable Plan or which contains Committee Consent Provisions (including in any document ancillary to such plan) that are not reasonably acceptable to the Committee, which remains uncured following five Business Days' notice;
- e. the filing or support by the Debtors or the Consenting 1L Noteholders of any motion, pleading, or similar document with a court of competent jurisdiction in a manner that is materially inconsistent with a Committee Acceptable Plan;
- f. the issuance by any governmental authority, including the Bankruptcy Court and including any regulatory authority or court of competent jurisdiction, of any final, non-appealable injunction, judgment, decree, ruling, or order restraining, enjoining, or otherwise prohibiting consummation of a Committee Acceptable Plan; *provided* that the Debtors shall have ten Business Days to obtain relief that would allow consummation of the restructuring transactions consistent with a Committee Acceptable Plan;
- g. the appointment of an examiner (with expanded powers beyond those set forth in section 1106(a)(3)–(4) of the Bankruptcy Code), or a trustee or receiver, in each case by final, non-appealable order in one or more of the Chapter 11 Cases;
- h. the entry of an order by the Bankruptcy Court or other court of competent jurisdiction: (1) denying confirmation of the Committee Acceptable Plan, or confirming a chapter 11 plan that is not consistent with a Committee Acceptable Plan; (2) reversing or vacating an order confirming a Committee Acceptable Plan; (3) approving any chapter 11 plan, disclosure statement, or related document, in each case, that is not consistent with a Committee Acceptable Plan or which contains Committee Consent Provisions that are not reasonably acceptable to the Committee; or (4) terminating the Debtors' exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof in advance of the applicable deadlines pursuant to section 1121 of the Bankruptcy Code;
- i. the conversion of all Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or the dismissal of all of the Chapter 11 Cases;
- j. the entry of an order granting any of the claims asserted by or on behalf of the holders of the 2024 Unsecured Notes or the 2026 Unsecured Notes in the 2022 Financing Adversary Proceeding or the 2022 Financing State Court Litigation, to the extent such an order makes it infeasible to obtain confirmation of a Committee Acceptable Plan;
- k. the failure of the Debtors to pay the fees and expenses of the Committee's Retained Professionals as set forth in this Stipulation in accordance with the orders of the Bankruptcy Court (other than paragraph 20 of the DIP Order), which remains uncured following five Business Days' notice;



- l. the Committee provides the Debtors with a Fiduciary Out Notice (as defined below); or
- m. the Debtors provide the Consenting 1L Noteholders with a notice analogous to the Fiduciary Out Notice (as defined below), or the Debtors announce or execute a definitive agreement, in each case, with respect to an alternative transaction that is not consistent with a Committee Acceptable Plan.

## V. EFFECT OF TERMINATION

9. Upon the delivery by the Committee of a Termination Notice, but subject to any applicable cure period (the “**Termination Date**”), this Stipulation shall be of no further force or effect as to the Committee and the Committee shall be automatically released from its commitments, undertakings, and agreements under or related to this Stipulation and shall have the rights and remedies that it would have had and shall be entitled to take all actions that it would have been entitled to take had it not entered into this Stipulation, including with respect to any and all Claims or causes of action; *provided* that the provisions of paragraph 10 of this Stipulation shall survive the Termination Date.

10. Upon the occurrence of a Termination Date (if any), the Parties agree to request the Court that (a) the Committee Standing Motion shall no longer be adjourned or held in abeyance; *provided* that the Challenge Period (as defined in the DIP Order) shall continue to be tolled, solely with respect to the Committee’s assertion of the Challenges set forth in the proposed complaint attached to the Committee Standing Motion, pending entry of a final order resolving the Committee Standing Motion in accordance with the DIP Order; (b) any party that wishes to object to the Committee Standing Motion shall have no less than ten Business Days from the Termination Date to file such objections; (c) the Committee shall file any reply in support of the Committee Standing Motion within five Business Days from such objection deadline; and (d) subject to the Court’s availability, an expedited hearing on the Committee Standing Motion shall occur promptly following such reply deadline. The Parties shall undertake commercially reasonable best efforts to expedite the hearing on the Committee Standing Motion and, to the extent the Committee Standing Motion is granted, a trial on the merits of the underlying claims.

## VI. FIDUCIARY OUT

11. Nothing in this Stipulation shall require the Committee to take any action, or to refrain from taking any action, that the Committee determines, in good faith upon the advice of counsel and in light of changed circumstances not known or reasonably anticipated as of the date of this Stipulation, will constitute a breach of any fiduciary obligations of the Committee under applicable law (“***Committee Fiduciary Action***”); *provided* that the Committee shall give the Debtors and the First Lien Noteholder Group written notice promptly upon any Committee Fiduciary Action that would otherwise be inconsistent with this Stipulation (a “***Fiduciary Out Notice***”) not later than one Business Day following any determination to take or not take any action in accordance with this paragraph 11.

## VII. MISCELLANEOUS

12. In entering into this Agreement, neither the Debtors nor the Consenting 1L Noteholders agree to the validity of the claims and claim objections identified in the Committee Standing Motion, or any other claims, and expressly reserve all rights and defenses in respect thereof.

13. Upon the filing of this Stipulation or December 29, 2023, whichever is later, in accordance with and subject to the terms of the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 606] (the “***Interim Compensation Procedures Order***”), the Debtors shall promptly pay all then-unpaid fees and expenses identified in Monthly Fee Statements (as defined in the Interim Compensation Procedures Order) that have been filed by the Committee’s Retained Professionals, notwithstanding anything in the DIP Order or such Monthly Fee Statements to the contrary.

14. Subject to the other terms of this Stipulation, prior to the occurrence of the Termination Date, the Parties agree to negotiate in good faith and use commercially reasonable efforts to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the restructuring, as applicable.

15. This Stipulation shall be effective as to the Parties upon filing with the Bankruptcy Court, but without need for approval of the Bankruptcy Court.

16. Except as expressly set forth in this Agreement, each of the Parties hereto reserves all rights and remedies that it may have against the other.

17. This Agreement contains the entire agreement between the parties regarding the provisions set forth herein and may only be modified in a writing signed by the Parties or their duly appointed agents.

18. The Bankruptcy Court shall have jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of this Stipulation.

**AGREED as to form and substance.**

/s// Charles A. Beckham, Jr.

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