

**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 (DRJ)

Chapter 11

(Jointly Administered)

**DEBTORS' MOTION TO EXTEND THE  
DEBTORS' EXCLUSIVE PERIODS TO  
FILE A CHAPTER 11 PLAN AND SOLICIT VOTES**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <http://ecf.txsb.uscourts.gov/> within 21 days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within 21 days from the date this motion is filed. Otherwise, the Court may treat this pleading as unopposed and grant the relief requested.**

<sup>1</sup> The Debtors operate under the trade name Incoira 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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The above-captioned debtors and debtors in possession (the “*Debtors*”<sup>2</sup> and, together with their non-Debtor subsidiaries, “*Incora*”) respectfully state as follows.

### RELIEF REQUESTED

1. By this motion (the “*Motion*”), the Debtors seek entry of an order extending the period during which the Debtors have the exclusive right to (a) file a chapter 11 plan (the “*Exclusive Filing Period*”) by 120 days, through and including January 27, 2024, and (b) solicit acceptances thereof (the “*Exclusive Solicitation Period*” and, together with the Exclusive Filing Period, the “*Exclusive Periods*”) by an equal number of days, through and including March 27, 2024, pursuant to section 1121(d) of the Bankruptcy Code and Section K of the Procedures for Complex Cases in the Southern District of Texas (the “*Complex Case Procedures*”). A proposed form of order (the “*Proposed Order*”) is attached to this Motion.

2. The principal statutory bases for this Motion are sections 1121(d) and 1125 of the Bankruptcy Code.

### JURISDICTION AND VENUE

3. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This Motion is a core proceeding under 28 U.S.C. § 157(b). Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

<sup>2</sup> A detailed description of the Debtors and their businesses is set forth in the *Declaration of Raymond Carney in Support of Chapter 11 Petitions and First Day Motions* (the “*First Day Declaration*”) [Docket No. 13], filed with the Debtors’ voluntary petitions for relief filed under title 11 of the United States Code (the “*Bankruptcy Code*”), on June 1, 2023 (the “*Petition Date*”). The Debtors are operating their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. An official committee of unsecured creditors (the “*Committee*”) was appointed on June 16, 2023; no trustee, examiner or other official committee has been appointed. Citations to “Docket No. \_\_\_” refer to the docket in the above-captioned main case, while citations to “Adv. Docket No. \_\_\_” refer to the docket in the adversary proceeding captioned *Wesco Aircraft Holdings, Inc., et al. v. SSD Investments Ltd. et al.*, Adv. Pro. No. 23-03091 (Bankr. S.D. Tex).

**BACKGROUND:  
PROGRESS IN THE CHAPTER 11 CASES**

4. As the Court is aware, the Debtors have had four principal goals for these Chapter 11 Cases: to stabilize operations; to eliminate or renegotiate burdensome customer contracts whose fixed-rate pricing has not kept up with global inflation and supply chain challenges; to eliminate the overhang of certain litigation filed in state court concerning the March 2022 bond transactions (the “*Uptier Litigation*”); and to implement a chapter 11 plan that will eliminate a significant amount of net debt from the Debtors’ balance sheet. *See, e.g., First Day Decl.* ¶¶ 13 (second bullet), 17; *Decl. of Brian Cejka* ¶¶ 10–15, Docket No. 90 (describing need for immediate DIP financing); Tr. of June 1, 2023 Hr’g 19:19–20:23 (remarks of counsel describing goals of case); Tr. of July 10, 2023 Hr’g 5:4–9:9 (remarks of counsel reporting progress toward goals). Thus, these Chapter 11 Cases are not merely an exercise in restructuring an overleveraged balance sheet. The Debtors and their advisors have undertaken a full operational restructuring that will allow Incora to emerge from chapter 11 as a healthier and more nimble company that can execute on its strategic initiatives, recruit and retain a talented workforce, and continue to provide its global customer base with the reliable and innovative supply chain solutions that have made Incora a trusted partner and market leader.

**I. OPERATIONAL INITIATIVES**

5. In their short time in chapter 11, the Debtors have already achieved considerable progress toward these goals. At the outset of the Chapter 11 Cases, the Debtors’ primary focus was to stabilize the business through critical vendor payments, employee incentive and retention programs, and other operational relief. The Debtors have succeeded in those efforts:

- Within the first six weeks of these Chapter 11 Cases, the Debtors obtained sufficient post-petition financing (\$300 million) to carry the business through these Chapter 11 Cases. *See* Docket Nos. 139, 396.
- The DIP financing, along with the vendor payment orders entered by this Court (*see* Docket Nos. 119, 128), has allowed the Debtors to reach agreements with over 500 hardware and chemical suppliers on terms for them to accept and honor purchase orders during the Chapter 11 Cases. At present, over 99% of key vendors are accepting purchase orders, and over 98% of all vendors are

actively shipping products to Incora. Furthermore, the Debtors have achieved this operational success while keeping cash flow ahead of their initial DIP financing budget. *Cf.* Mot. for Entry of an Order Reducing and Reallocating Certain Payment Authorizations Under First-Day Orders ¶¶ 7–8, Docket No. 647 (describing overall reduction in projected payments to vendors).

- The Debtors have obtained approval for their employee incentive and retention programs, giving confidence to the global workforce that their efforts will be appropriately rewarded even as the Debtors resolve their financial and operational challenges through the chapter 11 process. *See* Docket No. 117 (order approving payment of wages, including rank-and-file incentive programs); Docket No. 713 (order approving key employee performance program, as modified following discussions with the official committee of unsecured creditors and the U.S. Trustee).
- The Debtors have obtained approval of their other operational first-day and second-day motions, including orders to allow the Debtors to pay taxes and fees (Docket No. 116), to honor customer programs (Docket No. 120), to operate their existing cash management system (Docket Nos. 112, 374), and to maintain their insurance program (Docket No. 127). In every case, the Debtors have been able to gather support of key case participants, such as the Committee, the U.S. Trustee and the First Lien Noteholder Group, which has allowed these motions to proceed on a fully consensual basis.

6. The Debtors have also made progress behind the scenes toward renegotiating customer contracts. Although the Debtors have not yet filed any motions to reject specific contracts, their ability to do so continues to be useful in negotiating modifications of major customer relationships. The Debtors continue to review their warehouse and office leases as well, to align the lease portfolio to the business's future operations. *Cf. Mot. for Entry of an Order Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property*, Docket No. 769; *Mot. for Entry of an Order Authorizing and Approving Assumption of Roseville Lease*, Docket No. 768.

## II. THE UPTIER LITIGATION

7. For almost a year, the Debtors have been involved in the Uptier Litigation, in which two groups of prepetition noteholders have lodged attacks on the Debtors' March 2022 bond transactions. *See generally* Debtors' *Emergency Mot. for an Order (I) Declaring That the Auto. Stay Applies to the Non-Debtor Parties in the N.Y. State Actions or Extending the Auto. Stay to the Non-Debtor Parties and (II) Preliminarily Enjoining the N.Y. State Actions* 9–22, Adv. Docket No. 2.

8. Immediately upon filing these Chapter 11 Cases, the Debtors initiated an adversary proceeding and an emergency motion to extend the automatic stay to the non-Debtor defendants in the New York State actions. The Court granted that motion on a temporary basis, *see* Adv. Docket Nos. 21, 41, and the parties subsequently agreed to stay the state-court litigation through the duration of these Chapter 11 Cases. *See* Adv. Docket Nos. 194, 236.

9. The now-consensual stay of the state-court litigation will consolidate certain determinations of liability with respect to the Uptier Litigation in this Court. To that end, on July 9, the Debtors filed a *First Amended Complaint and Counterclaim Answer*, Adv. Docket No. 63, which seeks, among other things, a declaration against each of the state-court plaintiffs that the March 2022 transaction was permitted and properly executed under the applicable provisions of the Debtors' pre-transaction indentures.

10. Since the Debtors filed their amended complaint, the Uptier Litigation has accelerated. The parties have exchanged significant written discovery, including over 23,000 documents delivered by the Debtors to the adversary proceeding defendants. Dispositive motions have been filed. *See* Adv. Docket Nos. 196, 199, 202, 207, 213–215. The parties formulated a comprehensive scheduling stipulation in late July, and recently agreed to adjust the timeline to align with the Committee's investigatory process. *See* Adv. Docket Nos. 141, 254. The most recent stipulation contemplates a mid-October hearing on the pending dispositive motions; completion of fact depositions by October 18; completion of all discovery by November 11; trial in late November or early December; and a hearing on any standing motions on the week of December 18. *See Stip. Amending Deadlines in the Comprehensive Scheduling Order* 4–5, Docket No. 254.<sup>3</sup> The Debtors have also initiated settlement discussions with the adversary proceeding defendants (i.e., the leading holders of each series of unsecured notes) to resolve certain of the claims asserted in the Uptier Litigation and to integrate any such settlement into a chapter 11 plan.

<sup>3</sup> The parties are currently discussing additional extensions of certain dates set forth in this stipulation.

### III. PROGRESS TOWARD FORMULATION OF A CHAPTER 11 PLAN

11. In parallel with the operational restructuring and the Uptier Litigation, the Debtors have made meaningful progress toward formulating a chapter 11 plan of reorganization. Over the past four months, the Debtors' management team and advisors have worked hard to create a revised business plan that, once complete, will reflect the results of the Debtors' operational restructuring efforts. The Debtors and their advisors have also engaged in dialogue with key stakeholder groups—including the Committee, the First Lien Noteholder Group, leading holders of 1.25 Lien Notes, and the various litigants in the adversary proceeding—to obtain their preliminary views regarding the terms of a potential chapter 11 plan and to provide diligence that will inform their views on the business issues that will be central to the structure of any chapter 11 plan, such as valuation, debt capacity, and liquidity needs.

12. In recognition of the progress that the Debtors have made toward their operational restructuring, the requisite DIP noteholders have extended the relevant milestones to allow further development of long-term projections and a chapter 11 plan. Currently, the milestone for filing of a plan is October 13, 2023, and the milestone for confirmation is December 29, 2023. The Debtors believe this deadline will be extended consistent with the extension request in this Motion. The Debtors remain confident that a plan can be proposed and confirmed before the March 1, 2024 maturity of the DIP facility.

### IV. OTHER DEVELOPMENTS

13. In addition to the foregoing, the Debtors have:

- completed and filed their respective schedules of assets and liabilities and statements of financial affairs, *see* Docket Nos. 512–531, 533–601, 682–693;
- obtained an order establishing October 11, 2023, at 5:00 p.m. (CDT), as the general bar date for non-governmental proofs of claim, *see* Docket No. 750;
- completed and filed their operating reports for June and July 2023, *see* Docket Nos. 694–701, 757–764;
- remained current on reporting required under the first-day orders and DIP financing;
- completed their executive leadership team through the hiring of a new Executive Vice President of Global Hardware;

- obtained approval of the retention of necessary professionals, including Milbank LLP, Quinn Emanuel Urquhart & Sullivan, LLP, Haynes and Boone LLP, Alvarez & Marsal North America, LLC, PJT Partners LP, and various ordinary course professionals, *see* Docket Nos. 481, 482, 484, 607, 664, 672;
- responded to various information requests from the Committee covering business operations, the Debtors' historical financing transactions and other matters;
- coordinated the succession of the indenture trustee for the formerly secured notes due 2024 and 2026; and
- responded to countless inquiries related to the case from vendors, customers, and creditors.

Cumulatively, the Debtors' filings and efforts illustrate the complexities present in these Chapter 11 Cases.

## **BASIS FOR RELIEF**

### **I. STATUTORY BASIS**

14. Under § 1121(b) of the Bankruptcy Code, the Debtors have the exclusive right to file a Chapter 11 Plan within the first 120 days from the Petition Date, which in this case falls on September 29, 2023.<sup>4</sup> Section 1121(c)(3) of the Bankruptcy Code provides that if a debtor files a plan within that period, it has an exclusive period of 180 days after the commencement of the chapter 11 case to obtain acceptances of its plan. The Debtors' exclusive period to solicit votes is currently set to expire on November 28, 2023.

15. The court may extend the Exclusive Periods "for cause" "on request of a party in interest made within the respective periods." 11 U.S.C. § 1121(d). The Bankruptcy Code neither defines the term "cause" for purposes of section 1121(d) of the Bankruptcy Code nor establishes formal criteria for an extension. The legislative history of section 1121 of the Bankruptcy Code indicates, however, that it is intended to be a flexible standard to balance the competing interests of a debtor and its creditors. See H.R. Rep. No. 95-595, at 231–232 (1978), *reprinted in* 1978

<sup>4</sup> Pursuant to paragraph 30 of the Complex Case Procedures, the filing of this Motion automatically extends the Exclusive Filing Period until the Court rules on the Motion.

U.S.C.C.A.N. 5963 (noting that Congress intended to give bankruptcy courts great flexibility to allow a debtor to negotiate settlement of debts without interference from other parties in interest).

16. Indeed, the Court of Appeals for the Fifth Circuit has explained that bankruptcy courts have the discretion to extend exclusivity to promote the orderly, consensual and successful reorganization of a debtor's affairs. *United Sav. Ass'n of Tex. v. Timbers of Inwood Forest Assocs., Ltd.* (*In re Timbers of Inwood Forest Assocs., Ltd.*), 808 F.2d 363, 372 (5th Cir. 1987) (en banc) (“[A]ny bankruptcy court involved in an assessment of whether ‘cause’ exists should be mindful of the legislative goal behind § 1121.”); *see also In re Mirant Corp.*, No. 4-04-CV-476-A, 2004 WL 2250986, at \*2 (N.D. Tex. Sept. 30, 2004) (“In virtually every case where an extension has been granted, the debtor showed substantial progress had been made in negotiations toward reorganization.”).

17. The broad discretion conferred on the court in these circumstances enables the court to consider a variety of factors to assess whether “cause” exists to extend a debtor's exclusivity rights. *See In re Wash.-St. Tammany Elec. Co-op., Inc.*, 97 B.R. 852, 854 (E.D. La. 1989) (noting that the decision to extend exclusivity “rests with the discretion of the Court”); *In re Adelpia Commc'ns Corp.*, 352 B.R. 578, 587 (Bankr. S.D.N.Y. 2006) (identifying factors courts consider in determining whether to extend exclusivity); *In re New Millennium Mgmt., LLC*, No. 13-35719-H3-11, 2014 WL 792115, at \*6 (Bankr. S.D. Tex. Feb. 25, 2014) (identifying the *Adelpia* factors as factors to consider in determining whether cause exists to extend exclusivity); *In re Hoffinger Indus., Inc.*, 292 B.R. 639, 643-44 (B.A.P. 8th Cir. 2003) (same); *In re Express One Int'l, Inc.*, 194 B.R. 98, 100 (Bankr. E.D. Tex. 1996) (same).

18. These non-exclusive factors include:
- a. the size and complexity of the debtor's case;
  - b. the necessity for sufficient time to permit the debtor to negotiate a chapter 11 plan and prepare adequate information;
  - c. the existence of good faith progress towards reorganization;
  - d. the fact that the debtor is paying its bills as they become due;
  - e. whether the debtor has demonstrated reasonable prospects for filing a viable plan;



- f. whether the debtor has made progress in negotiations with its creditors;
- g. whether the debtor is seeking an extension of exclusivity in order to pressure creditors to submit to the debtor's reorganization demands; and
- h. whether an unresolved contingency exists.

*See, e.g., Millennium Mgmt.*, 2014 WL 792115, at \*6; *see also Adelphia*, 352 B.R. at 587 (noting that the factors listed above are “objective factors which courts historically have considered in making determinations of this character”).

19. Not all factors are relevant to every case, and courts tend to use a relevant subset of the above factors in determining whether cause exists to grant an exclusivity extension in a particular chapter 11 case. *See, e.g., Hoffinger Indus.*, 292 B.R. at 644 (“It is within the discretion of the bankruptcy court to decide which factors are relevant and give the appropriate weight to each.”); *In re Serv. Merch. Co.*, 256 B.R. 744, 751–754 (Bankr. M.D. Tenn. 2000) (finding cause to extend where the debtors established six of the aforementioned factors); *Express One Int’l*, 194 B.R. at 101 (identifying four of the factors as relevant in determining whether “cause” existed to extend exclusivity); *see also In re Dow Corning Corp.*, 208 B.R. 661, 670 (Bankr. E.D. Mich. 1997) (“When the Court is determining whether to terminate a debtor’s exclusivity, the primary consideration should be whether or not doing so would facilitate moving the case forward. And that is a practical call that can override a mere toting up of the factors.”).

20. Although the party seeking an extension bears the burden of demonstrating “cause,” courts have applied a more lenient standard when reviewing a debtor’s first request. *See In re Mirant*, 2004 WL 2250986, at \*2 (“The debtor’s burden gets heavier with each extension it seeks as well as the longer the period of exclusivity lasts.”) (citation omitted).

## **II. “CAUSE” EXISTS TO EXTEND THE EXCLUSIVE PERIODS.**

21. As set forth in this Motion, the requested extensions of the Debtors’ Exclusive Periods is appropriate, in the best interest of the Debtors’ stakeholders, and consistent with the purpose of chapter 11 of the Bankruptcy Code. The requested extension of the Exclusive Periods is necessary and appropriate to enable the Debtors to resolve the Uptier Litigation and complete

the Debtors' operational and financial restructuring. Accordingly, application of the relevant above factors to the facts of these Chapter 11 Cases demonstrates that ample cause exists to grant the reasonable extension of the Exclusive Periods requested by this Motion.

**A. These Chapter 11 Cases Are Extraordinarily Complex.**

22. The magnitude and complexity of the Debtors' businesses and capital structure require the Debtors to navigate complex issues in their reorganization efforts and further substantiate the need for an extension of the Exclusive Periods. This factor weighs heavily in favor of extending exclusivity. *See In re Timbers of Inwood*, 808 F.2d at 372 (“[A]n occasional Chapter 11 debtor, for example, one with a complex debt structure or multifarious business problems, may require more time.”); *In re Texaco Inc.*, 76 B.R. 322, 326 (Bankr. S.D.N.Y. 1987) (“The large size of the debtor and the consequent difficulty in formulating a plan of reorganization for a huge debtor with a complex financial structure are important factors which generally constitute cause for extending the exclusivity periods.”). The legislative history of section 1121 of the Bankruptcy Code provides that “if an unusually large company were to seek reorganization under chapter 11, the court would probably need to extend the time in order to allow the debtor to reach an agreement.” H.R. Rep. No. 95-595, at 232 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963.

23. These Chapter 11 Cases involve a large enterprise (including 44 Debtor entities organized in four countries and numerous non-Debtor subsidiaries) that maintains active operations in dozens of locations on five continents. Incora is the world's largest independent provider of aerospace supply chain services, and its schedules of assets and liabilities list thousands of potential creditors and hundreds of open contracts.

24. The sheer size of these Chapter 11 Cases alone warrants an extension to the Exclusive Periods. The Chapter 11 Cases are even further complicated by the need to renegotiate major customer contracts, develop a revised long-term business plan, and conduct the Uptier Litigation, all at the same time. In a case of this size and complexity, 120 days is clearly inadequate to accomplish these objectives. The Debtors cannot solicit votes on a chapter 11 plan without having long-term projections to include with a disclosure statement. The Uptier Litigation is a

significant “unresolved contingency.” Even if a Plan can be confirmed in December, it may not become effective until the following month. Accordingly, the Debtors submit that a 120-day extension of the Exclusive Filing Period through January 27, 2024, and a matching extension of the Exclusive Solicitation Period are warranted.

**B. Debtors Have Made Substantial Progress Toward Reorganization.**

25. As described above, the Debtors have made significant progress towards proposing a confirmable chapter 11 plan. The Debtors’ management team has stabilized the business with the help of \$300 million in approved post-petition financing and is vigorously pursuing modifications to burdensome customer contracts. The Uptier Litigation is on track. And the Debtors have engaged with key stakeholders to develop the outlines of a chapter 11 plan that the Debtors expect will vastly de-leverage the Debtors’ balance sheet.

26. It is appropriate for the Court to extend the Exclusive Periods to allow the Debtors to be given a full and fair opportunity to continue their good-faith efforts to negotiate further and to propose a chapter 11 plan without the distraction of competing plan proposals. Termination or expiration of exclusivity would derail this progress, as different creditor groups would feel pressured to develop and propose their own competing plans. On the other hand, continuation of exclusivity will allow all parties to channel their efforts toward negotiating, evaluating, and perhaps litigating a single plan of reorganization.

**C. The Debtors Are Not Using Exclusivity to Coerce Creditors to Submit to Their Demands.**

27. It should be self-evident that the Debtors are not seeking an extension to artificially delay the Chapter 11 Cases or to hold creditors hostage to an unreasonable plan proposal. The Debtors have used the first four months effectively to obtain financing, advance operational initiatives throughout a vast enterprise, and engage with creditor constituencies. Simply put, there has not been enough time for the Debtors to propose and file a plan during the first 120 days after the Petition Date. The size and complexities of the Chapter 11 Cases are apparent.

28. The requested extension will not harm any economic stakeholder. Rather, the time will be used to reorganize business operations, conduct the Uptier Litigation, and develop and build consensus for a feasible chapter 11 plan. Moreover, if future events merit termination or shortening of the extended Exclusive Periods, a party in interest may so move. *See* 11 U.S.C. § 1121(d). In the present situation, exclusivity will allow the Debtors—and all other parties—a full and fair opportunity to pursue an orderly and value-maximizing restructuring.<sup>5</sup>

**D. The Debtors Are Paying Their Bills.**

29. The extension of exclusivity will permit the Debtors to continue to operate as responsible stewards of their enterprise. The Debtors are paying their bills as they come due and will continue to do so. The Debtors continue to monitor their liquidity closely and are confident that sufficient funding will be available to satisfy their postpetition payment obligations during the requested extension of the Exclusive Periods. As set forth above, the Debtors are in a good liquidity position, with a favorable variance in liquidity as compared to the approved DIP budget. Thus, suppliers and customers can continue to do business with the Debtors throughout the extended Exclusive Periods, confident in the Debtors' ability to perform services, deliver goods, and pay bills.

**E. Relatively Little Time Has Elapsed Since the Petition Date.**

30. This is the Debtors' first request for an extension of its Exclusive Periods. Less than four months has elapsed since the Petition Date, and the Debtors have already made significant progress in achieving their objectives.

31. Courts regularly grant a debtor's first request for an extension of the debtor's exclusive period to file a chapter 11 plan. *See In re Apex Pharm., Inc.*, 203 B.R. 432, 441 (N.D. Ind. 1996) ("It is true that during the initial 120-day period in which debtors have an exclusive right to file a plan of reorganization . . . the bankruptcy courts apply a lesser standard in determining

<sup>5</sup> In this regard, the Debtors note that both the Committee and the First Lien Noteholder Group support the requested relief.

whether the burden of showing ‘a reasonable possibility of a successful reorganization within a reasonable time’ has been satisfied.”) (citation omitted); *see also In re Borders Grp., Inc.*, 460 B.R. 818, 825 (Bankr. S.D.N.Y. 2011). In this District, courts have routinely granted similar relief in recent cases. *See, e.g., In re Party City Holdco Inc.*, No. 23-90005 (DRJ) (Bankr. S.D. Tex. July 14, 2023) [Docket No. 1425] (requesting a 120-day extension of the exclusive filing period and solicitation period); *In re Serta Simmons Bedding, LLC*, No. 23-90020 (DRJ) (Bankr. S.D. Tex. June 14, 2023) [Docket No. 1073] (granting a 90-day extension of the exclusive filing period and solicitation period); *In re Core Sci., Inc.*, No. 22-90341 (DRJ) (Bankr. S.D. Tex. June 13, 2023) [Docket No. 962] (granting a 90-day extension of the exclusive filing period); *In re Cineworld Grp. Plc*, No. 22-90168 (MI) (Bankr. S.D. Tex. Jan. 5, 2023) [Docket No. 1192] (granting a 120-day extension of the exclusive filing period and solicitation period); *In re Talen Energy Supply, LLC*, No. 22-90054 (Bankr. S.D. Tex. Sept. 27, 2022) [Docket No. 1285] (granting 105-day extension of exclusive filing period and 45-day extension of exclusive solicitation period); *In re Seadrill Ltd.*, No. 21-30427 (Bankr. S.D. Tex. July 1, 2021) [Docket No. 884] (granting 120-day extension of exclusive periods).

32. For all the reasons set forth above, the facts and circumstances of these Chapter 11 Cases amply demonstrate that cause exists to grant the requested relief.

### NOTICE

33. Notice of this Motion will be provided to all parties in interest listed on the master service list maintained by the Debtors pursuant to paragraph 11 of the Procedures for Complex Cases in the Southern District of Texas. The Debtors respectfully submit that no further notice is required under the circumstances.

*[Remainder of page intentionally blank]*

Upon the foregoing Motion, the Debtors respectfully request that the Court (a) enter an order granting this Motion, substantially in the form attached, and (b) grant such other relief as is just and proper.

Dated: September 29, 2023

Respectfully submitted,

/s/ Charles A. Beckham, Jr.

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Debtors in Possession*

### **CERTIFICATE OF SERVICE**

I certify that, on September 29, 2023, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

*/s/ Charles A. Beckham, Jr.*  
Charles A. Beckham, Jr.

**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. 23-23-90611 (DRJ)

Chapter 11

(Jointly Administered)

**ORDER EXTENDING THE  
DEBTORS' EXCLUSIVE PERIOD TO FILE A  
CHAPTER 11 PLAN AND SOLICIT VOTES**

<sup>1</sup> The Debtors operate under the trade name Incoira 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.



Upon the motion (the “*Motion*”),<sup>2</sup> of the above-captioned debtors (collectively, the “*Debtors*”), for entry of an order (this “*Order*”) extending the periods during which the Debtors have the exclusive right to file a chapter 11 plan and solicit acceptances thereof; and the Court having jurisdiction to decide the Motion and to enter this Order pursuant to 28 U.S.C. § 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such notice being adequate and appropriate under the circumstances; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Order; and it appearing that entry of this Order is in the best interests of the Debtors’ estates; it is hereby **ORDERED** that:

1. Pursuant to section 1121(d) of the Bankruptcy Code, the Debtors’ Exclusive Filing Period is extended through and including January 27, 2024.
2. Pursuant to section 1121(d) of the Bankruptcy Code, the Debtors’ Exclusive Solicitation Period is extended through and including March 27, 2024.
3. This Order is without prejudice to the Debtors’ rights to seek further extensions of the Exclusive Periods consistent with section 1121(d) of the Bankruptcy Code.
4. Notwithstanding any provision of the Bankruptcy Rules or Local Rules, the terms of this Order shall be immediately effective and enforceable upon its entry.
5. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Order.

<sup>2</sup> Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Motion.

6. The Court shall retain jurisdiction over all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_  
Houston, Texas

\_\_\_\_\_  
DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE