

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Dynamic Aerostructures LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 25-10292 (xxx)

(*Joint Administration Pending*)

**DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO
(A) HONOR CERTAIN PREPETITION OBLIGATIONS TO CUSTOMERS
AND (B) OTHERWISE CONTINUE CERTAIN CUSTOMER PROGRAMS IN
THE ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

Dynamic Aerostructures LLC and its affiliated debtors and debtors in possession (each a “Debtor” and, collectively, the “Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned proposed counsel, hereby submit this motion (this “Motion”) for entry of interim and final orders granting the relief described below. In support hereof, the Debtors rely on the *Declaration of Eric N. Ellis in Support of Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”),² filed concurrently herewith, and further represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Dynamic Aerostructures LLC (3076); Dynamic Aerostructures Intermediate LLC (9800); and Forrest Machining LLC (3421). The Debtors’ service address is 27756 Avenue Mentry, Valencia, California 91355.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.



2. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 363, and 507 of title 11 of the United States Code, as amended (the “Bankruptcy Code”). The relief is also appropriate in accordance with Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”) and Local Rule 9013-1(m).

RELIEF REQUESTED

5. The Debtors respectfully request entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and the “Final Order”) (a) authorizing, but not directing, the Debtors to (i) honor certain prepetition obligations to customers and (ii) otherwise continue, renew, replace, modify, implement, revise, or terminate Customer Programs (defined below) in the ordinary course of business consistent with past practices and in the Debtors’ sound business judgment and (b) granting related relief. By this Motion, the Debtors seek authority to honor all prepetition obligations owed to Customers (defined below) on an interim and final basis, which amounts include prepetition amounts owed as refunds, credits, setoffs, or other expenditures that the Debtors seek authority to honor.

6. In addition, the Debtors respectfully request that the Court schedule a final hearing on the Motion within thirty (30) days of the Petition Date (defined below), or as soon thereafter as the Court's schedule permits (such period, the "Interim Period").

BACKGROUND

7. On February 26, 2025 (the "Petition Date"), each Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committee of unsecured creditors has been appointed in these chapter 11 cases.

8. The Debtors are a leading manufacturer and supplier of critical structural components and assemblies for the aerospace and defense industry. The Debtors specialize in complex, large-format structural airframe and wing components, large aluminum structures, and complex assemblies for key aerospace and defense customers such as Lockheed Martin, Northrop Grumman, and Boeing, among others. The Debtors have one of the largest independent aerospace and defense manufacturing sites in North America, operating out of 226,000 square feet across two facilities in Southern California.

9. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the First Day Declaration, filed concurrently herewith and incorporated herein by reference.

A. THE DEBTORS' CUSTOMERS AND CUSTOMER PROGRAMS

10. Prior to the commencement of these chapter 11 cases, in the ordinary course of business, and as is customary in the industry, the Debtors implemented certain programs, practices, credits, and other accommodations described and defined below, including the (a) Warranty Program, and (b) Customer Adjustments Program (each as defined below and collectively, the “Customer Programs”). The Customer Programs are designed to, among other things, drive sales, meet competitive pressure, build key relationships, develop and sustain customer loyalty, and improve the Debtors' profitability by maximizing the satisfaction of the Debtors' customers (the “Customers”) with the Debtors and their products.

11. Maintaining the goodwill of and sustaining the Customer relationships via the Customer Programs is critical to the Debtors' ongoing operations and the preservation and maximization of the value of the Debtors' assets. Failure to continue the Customer Programs and satisfy certain prepetition obligations in connection therewith would risk alienating the Debtors' most loyal and valuable current Customers, jeopardizing future patronage and revenue from such Customers and adversely affecting these chapter 11 cases.

12. Accordingly, the Debtors seek authority, but not direction, to continue administering the Customer Programs and to honor prepetition obligations thereunder in the ordinary course of business as the Customer Programs are critical to the Debtors' ongoing operations in these chapter 11 cases and will maximize the value of the estates for the benefit of all of the Debtors' stakeholders. A description of the Debtors' prepetition Customer Program obligations is set forth below.

B. THE WARRANTY PROGRAM

13. In the ordinary course of business, the Debtors provide their Customers with warranties and other accommodations for their products (the “Warranty Program”). Under the

Warranty Program, the Debtors agree to maintain certain standards with respect to the quality of their products. The warranties are included in either a customized contract with a Customer or the purchase order / order acknowledgment documentation associated with a particular customer purchase. In connection with the sale of the Debtors' structured components and assemblies, the Debtors generally warrant that the product will meet the specifications stipulated in the agreement between the Customer and the Debtors. The Debtors' warranty period generally ranges from 36 months to an undefined period.

14. If a Customer believes that it has a claim under a warranty with the Debtors, the Debtors may inspect a sample of the product so that they may analyze whether any defect violates the applicable warranty. If it does, the Debtors do one of four things: issue a refund, issue a credit for future purchases, repair the product, or replace the product. However, the majority of warranty claims with the Debtors' Customers are settled via repair or replacement of the product and without any cash outlay. The Debtors occasionally honor a Customer's warranty claim even though a technical breach of the warranty may not exist. Accommodations of this nature occur quite frequently in the industry and are important for maintaining the goodwill of the Debtors' Customers.

15. The Debtors' ability to continue serving their Customers and meeting their expectations depends upon the Debtors' ability to offer and effectively operate the Warranty Program in the ordinary course of business. Therefore, it is of paramount importance that the Debtors be authorized to continue to maintain and administer the Warranty Program, and to honor all prepetition obligations related thereto.

16. If the Debtors were not permitted to refund amounts paid for defective products or to repair or replace such products, the Debtors' relationships with their Customers would be

harm. Customers could determine that the Debtors' products are not of reliable quality, and they may avoid making future purchases from the Debtors. The cost to the Debtors of losing future business, particularly from the Debtors' larger Customers, far exceeds the costs of making Customers whole from the few defective products that are occasionally delivered. Therefore, the Debtors seek approval to pay the outstanding amounts required to honor the Warranty Programs.

C. CUSTOMER ADJUSTMENTS

17. Despite the Debtors' continuous focus on and dedication to quality, it is inevitable that certain unexpected situations will arise in which the products supplied to the Debtors' Customers do not conform to such Customer's specifications (the "Nonconforming Goods"). In certain circumstances, the Debtors have warranted that their products, upon delivery, will meet certain specifications required by the Customers. Similarly, despite the Debtors' efforts to manage their supply chain, it is inevitable that certain products will occasionally be misdelivered, delivered in an inaccurate quantity, or damaged in transit (the "Misdelivered Goods," and together with the Nonconforming Goods, the "Adjusted Goods").

18. Additionally, from time to time, the Debtors correct billing errors after an invoice has been sent to the Customer. Such errors include duplicative invoicing (when two invoices are created for the same shipment), duplicative payment (when a Customer makes two payments on account of the same shipment), mispricing (when a Customer is charged or pays an incorrect price for the Debtors' products), and various other billing and payment errors (collectively, the "Invoicing Errors"). The Debtors routinely issue credits or refunds for reimbursement of Invoicing Errors to Customers.

19. In the event of delivery of Adjusted Goods or an Invoicing Error, the Debtors and the affected Customer will generally agree to adjust the amount owed by such Customer in connection with the affected shipment (the "Invoice Adjustments") or will agree to correct the

products previously shipped. The correct goods or adjustment will be in such quantity or amount as is allocable to the Adjusted Goods or sufficient to correct the Invoicing Error, as appropriate.

20. The Debtors may also incur, directly or indirectly, additional shipping charges in connection with expediting delivery in order to ensure timely delivery of corrected goods. Alternatively, the Debtors may directly or indirectly incur charges in connection with the sorting or repair of the Adjusted Goods if such activities are practicable. Finally, Customer contracts or purchase orders also typically contain offset commitments (the “Offset Commitments”) expressly allowing the offsetting of credits resulting from the sale contracts.

21. The Debtors believe that their practices related to remedying Invoicing Errors and Adjusted Goods, and honoring Offset Commitments (collectively, the “Customer Adjustments”) are standard in the Debtors’ industry and are done in the ordinary course of business, such that court authority is unnecessary. However, out of an abundance of caution, the Debtors seek authority to continue the Customer Adjustments and to pay any prepetition obligations related thereto.

22. Honoring the Customer Adjustments is undoubtedly in the best interests of the Debtors and their estates. The Debtors’ failure to remedy Invoicing Errors and deliver Adjusted Goods would significantly harm customers’ confidence in the Debtors and their products. Moreover, Customers that are entitled to prepetition Customer Adjustments may seek legal recourse to collect on or otherwise enforce amounts owed. A failure to honor the Customer Adjustments would have a long-term negative impact on the Debtors’ reputation and would hurt the Debtors’ industry position. Accordingly, when compared to the harm that could arise should the Debtors fail to honor the Customer Adjustments, the Debtors submit that payments on account of Customer Adjustments will have minimal impact on their estates. As of the Petition Date, it is

difficult for the Debtors to track the number of Adjusted Goods or the cost associated with other Customer Adjustments including Invoicing Errors because such amounts are generally netted against outstanding invoices and not separately settled. However, the Debtors estimate that, as of the Petition Date, approximately \$250,000.00 is outstanding on account of Customer Adjustments, of which \$100,000.00 may become due during the Interim Period. The Debtors request authority, but not direction, to continue the Customer Adjustments and to honor all of the Debtors' related obligations, including satisfying any prepetition Customer Adjustments, on a postpetition basis consistent with past practice.

BASIS FOR RELIEF

I. HONORING CUSTOMER PROGRAMS IS APPROPRIATE PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE

23. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “[u]se, sell, or lease, other than in the ordinary course of business, property of the estate[.]” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases).

24. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code codifies a bankruptcy court's inherent equitable powers to “[i]ssue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's business. *See In re Just for*

Feet, Inc., 242 B.R. 821, 825–26 (D. Del. 1999). Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “[i]s the possibility that the creditor will employ an immediate economic sanction, failing such payment.”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “[a]uthorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989).

25. These standards are satisfied here. The Debtors have determined, in the sound exercise of their business judgment, that maintaining the Customer Programs, including payment of any amounts due and honoring of any credits thereunder in the ordinary course of business, is critical to the success of these chapter 11 cases. Continuing the Customer Programs and payment of amounts due and honoring of credits thereunder without interruption will help preserve the Debtors’ valuable Customer relationships and goodwill, which will inure to the benefit of all of the Debtors’ creditors and stakeholders. Ultimately, any damage from disregarding the Debtors’ obligations under the Customer Programs would exceed the cost associated with honoring the Customer Programs, including prepetition amounts owing and credits due in connection therewith. The relief requested herein will protect the Debtors’ goodwill during this critical time and enable the Debtors to maintain working relationships with their Customers.

26. The importance of satisfying obligations related to a debtor's customers has been repeatedly recognized by courts in this district, and such courts have granted relief similar to the relief requested herein. *See, e.g., In re FB Debt Fin. Guar., LLC*, No. 23-10025 (KBO) (Feb. 6, 2023) (authorizing the debtors to honor customer-related obligations in the ordinary course of business and to honor prepetition obligations related to same); *In re Winc, Inc.*, 22-11238 (LSS) (Bankr. D. Del. Jan. 4, 2023) (same); *In re OSG Grp. Holdings*, Case No. 22-10718 (JTD) (Bankr. D. Del. Aug. 29, 2022) (same); *In re Gold Standard Baking, LLC*, Case No. 22-10559 (JKS) (Bankr. D. Del. July 18, 2022) (same); *In re Riverbed Tech., Inc.*, No. 21-11503 (CTG) (Bankr. D. Del. Nov. 18, 2021) (same); *In re Alex and Ani, LLC*, No. 21-10918 (CTG) (Bankr. D. Del. July 14, 2021) (same); *In re Town Sports Int'l, LLC*, No. 20-12168 (CSS) (Bankr. D. Del. Sept. 16, 2020) (same).³

II. APPLICABLE FINANCIAL INSTITUTIONS SHOULD BE AUTHORIZED TO RECEIVE, PROCESS, HONOR, AND PAY CHECKS ISSUED AND TRANSFERS REQUESTED TO PAY ANY OBLIGATIONS OUTSTANDING WITH RESPECT TO THE CUSTOMER PROGRAMS

27. The Debtors further request that the Court authorize applicable financial institutions (the "Banks") to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to the Customer Programs to the extent that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payment. The Debtors also seek authority to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or fund transfer requests on account of prepetition obligations owed with respect to the

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Customer Programs dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

III. BANKRUPTCY RULE 6003(b) HAS BEEN SATISFIED

28. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting “a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition[.]” prior to 21 days after the Petition Date. As described herein, the Debtors would suffer immediate and irreparable harm if the relief sought herein is not promptly granted. Accordingly, the Debtors submit that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

IV. IMMEDIATE AND UNSTAYED RELIEF IS NECESSARY

29. To implement the foregoing successfully, the Debtors seek waivers of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14)-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14)-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

30. The Court may grant the relief requested in this Motion immediately if the “[r]elief is necessary to avoid immediate and irreparable harm[.]” Bankruptcy Rule 6003; *In re First NLC Fin. Servs., LLC*, 382 B.R. 547, 549 (Bankr. S.D. Fla. 2008). The Third Circuit has interpreted the language “immediate and irreparable harm” in the context of preliminary injunctions. In that context, the Third Circuit has instructed that irreparable harm is that which “[c]annot be redressed

by a legal or an equitable remedy following a trial.” *Instant Air Freight Co. v. C.F. Air Freight, Inc.*, 882 F.2d 797, 801 (3d Cir. 1989). The Debtors submit that, for the reasons already set forth herein, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

31. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the fourteen (14)-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

32. Nothing in this Motion: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; or (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors. Any payment made pursuant to an order of the Court granting the relief requested herein is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

NOTICE

33. The Debtors will provide notice of this Motion to: (a) United States Trustee for the District of Delaware; (b) the United States Attorney's Office for the District of Delaware; (c) the state attorneys general for all states in which the Debtors conduct business; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; (f) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (g) counsel to the DIP Agent and DIP Lender; (h) counsel to the Prepetition Agent; (i) banks and financial institutions where the Debtors maintain accounts; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Interim Order and the Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: February 26, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (xxx)

(Joint Administration Pending)

Related Docket No.

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO
(A) HONOR CERTAIN PREPETITION OBLIGATIONS TO CUSTOMERS
AND (B) OTHERWISE CONTINUE CERTAIN CUSTOMER PROGRAMS IN
THE ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of this interim order (the “Order”) and a final order (a) authorizing, but not directing, the Debtors, in their discretion, to (i) honor certain prepetition obligations to Customers and (ii) otherwise continue Customer Programs in the ordinary course of business consistent with past practices and in the Debtors’ sound business judgment; and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and

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opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis, as set forth herein.
2. The final hearing on the Motion (the “Final Hearing”) is set for _____, 2025 at ____:____ a.m./p.m. (prevailing Eastern Time) (prevailing Eastern Time). Any objections or responses to the entry of the proposed Final Order shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on _____, 2025 (the “Objection Deadline”), and shall be served on the following parties or their respective counsel on or before the Objection Deadline:
 - (i) proposed counsel to the Debtors, Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers; email: desgross@chipmanbrown.com); and 501 5th Ave., 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com);
 - (ii) counsel to the DIP Agent and the DIP Lender, King & Spalding LLP, 1100 Louisiana St., Suite 4100, Houston, TX 77002 (Attn: Michael Fishel; email: mfishel@kslaw.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kenneth J. Enos; email: kenos@ycst.com);
 - (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801 (Attn: Rosa Sierra-Fox; email: Rosa.Sierra-Fox@usdoj.gov); and
 - (iv) counsel for any statutory committee appointed in these chapter 11 cases.

If no objections or responses are filed and served by the Objection Deadline, the Court may enter the Final Order without further notice or hearing.

3. The Debtors are authorized, but not directed, in their discretion, to continue, renew, replace, modify, implement, revise, or terminate the Customer Programs in the ordinary course of business and without further order of this Court, and to perform and honor all prepetition obligations thereunder in the ordinary course of business and in the same manner and on the same basis as if the Debtors performed and honored such obligations prior to the Petition Date, provided that payments related to prepetition obligations for the Customer Programs shall not exceed \$100,000.00 during the Interim Period.

4. The Debtors are authorized, in their discretion, but not directed, to administer and honor credits and other obligations under the Customer Programs in the ordinary course of business, consistent with past practices, including honoring and paying credits and obligations relating to the prepetition period.

5. Nothing in this Order nor any actions taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person. Any payment made pursuant to this Order is

not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

6. Notwithstanding anything to the contrary contained in the Motion or in this Order, the Debtors shall provide reasonable advance notice to counsel to the DIP Lender of any material changes or modifications to the Debtors' historical policies and practices with respect to any action taken or proposed to be taken hereunder, and the Debtors, in consultation with the DIP Lender, shall seek Court approval, on notice, of any such material changes or modification to the extent required under the Bankruptcy Code.

7. The requirements of Bankruptcy Rule 6003 are satisfied.

8. Notwithstanding Bankruptcy Rule 6004(h) or any other procedural rule, this Order shall be effective and enforceable immediately upon entry hereof and notice of the Motion as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

9. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

10. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (xxx)

(Joint Administration Pending)

Related Docket No.

**FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) HONOR
CERTAIN PREPETITION OBLIGATIONS TO CUSTOMERS AND
(B) OTHERWISE CONTINUE CERTAIN CUSTOMER PROGRAMS IN THE
ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order and this final order (the “Order”) (a) authorizing, but not directing, the Debtors, in their discretion, to (i) honor certain prepetition obligations to Customers and (ii) otherwise continue Customer Programs in the ordinary course of business consistent with past practices and in the Debtors’ sound business judgment; and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and

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opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as set forth herein.
2. The Debtors are authorized, but not directed, in their discretion, to continue, renew, replace, modify, implement, revise, or terminate the Customer Programs in the ordinary course of business and without further order of this Court, and to perform and honor all prepetition obligations thereunder in the ordinary course of business and in the same manner and on the same basis as if the Debtors performed and honored such obligations prior to the Petition Date, provided that payments related to prepetition obligations for the Customer Programs shall not exceed \$250,000.00 absent further order of the Court.
3. The Debtors are authorized, in their discretion, but not directed, to administer and honor credits and other obligations under the Customer Programs in the ordinary course of business, consistent with past practices, including honoring and paying credits and obligations relating to the prepetition period.
4. Nothing in this Order nor any actions taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the

validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

5. Notwithstanding anything to the contrary contained in the Motion or in this Order, the Debtors shall provide reasonable advance notice to counsel to the DIP Lender of any material changes or modifications to the Debtors' historical policies and practices with respect to any action taken or proposed to be taken hereunder, and the Debtors, in consultation with the DIP Lender, shall seek Court approval, on notice, of any such material changes or modification to the extent required under the Bankruptcy Code.

6. The requirements of Bankruptcy Rule 6003 are satisfied.

7. Notwithstanding Bankruptcy Rule 6004(h) or any other procedural rule, this Order shall be effective and enforceable immediately upon entry hereof and notice of the Motion as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

8. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.