

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

In re:

Dynamic Aerostructures LLC, *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10292 (LSS)

(*Joint Administration Pending*)

Hearing Date: TBD

Obj. Deadline: March 17, 2025 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF  
AN ORDER (I) SETTING CURE AMOUNTS FOR  
CERTAIN CONTRACTS AND LEASES, 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 an order 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* [Docket No. 2] (the “First Day Declaration”)<sup>2</sup> and the *Declaration of Rory Keenan in Support of the Debtors' Bidding Procedures Motion*, filed concurrently herewith (the “Bidding Procedures Declaration”), 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

---

<sup>1</sup> 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.

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



February 29, 2012. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure 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.

2. 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.

3. The statutory bases for the relief requested herein are sections 105(a) and 365 of title 11 of the United States Code, as amended (the “Bankruptcy Code”), and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1.

#### **RELIEF REQUESTED**

4. The Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) fixing the monetary amounts that the Debtors would be obligated to pay under section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption or assumption and assignment of the executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases (each, a “Lease” and collectively, the “Leases”) included on **Schedule 1** to **Exhibit B** attached hereto (collectively, the “Subject Contracts and Leases”), which monetary amounts the Debtors maintain consist entirely of the prepetition “cure” amounts listed on **Schedule 1** to **Exhibit B** and no other amounts (transfer fees, premiums, etc.), assuming that the Debtors will continue to pay any and all of the ordinary course post-petition amounts that will become due and payable under a Contract or Lease on and after the Petition Date (as defined herein) (the “Cure Amounts”); and (b) granting related relief. In support of the above, the Debtors represent as follows:

## BACKGROUND

5. 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.

6. 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.

7. 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.

8. On the date hereof, the Debtors filed *Debtors’ Motion for Entry of an Order (A)(I) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (II) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of the Notice Thereof, (V) Approving Assumption and*

*Assignment Procedures for Executory Contracts and Unexpired Leases, (VI) Authorizing and Approving the Debtors' Entry Into the Stalking Horse APA, (VII) Authorizing and Approving Bid Protections, and (VII) Granting Related Relief and (B)(I) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief (the "Sale Motion").* Pursuant to the Sale Motion, the Debtors seek to establish procedures for a bidding and sale process for substantially all of the Debtors' assets and entry of an order approving the sale of substantially all of the Debtors' assets to the successful bidder at the conclusion of the sale process (the "Sale Order").

9. As detailed in the Sale Motion, prior to the Petition Date, the Debtors entered into a stalking horse asset purchase agreement with FMI Holdco LLC (the "Stalking Horse Purchaser"), an entity organized and owned by Avem Partners. The Debtors are filing this Motion to establish the Cure Amounts in an effort to expedite the sale process and facilitate a smooth sale process and eventual transition of the Debtors' business.

#### **A. THE PROPOSED CURE AMOUNTS AND ASSUMPTION OBJECTIONS**

10. The Debtors seek to establish the proposed Cure Amounts pursuant to section 365(b)(1)(A) and (B) for each of the Subject Contracts and Leases listed on Schedule 1 to Exhibit B and to determine whether non-Debtor parties object, on any basis other than the adequate assurance of future performance of potential purchasers, to the assumption and assignment of the Subject Contracts and Leases in advance of any final determination by the Debtors and any purchasers of the Debtors' assets as to whether to reject, assume, or assume and assign the Subject Contracts and Leases. The Debtors believe that determining the Cure Amounts and providing for objection to assumption and assignment in advance will streamline and facilitate their decision-

making process, minimize unnecessary costs, provide clarity to all parties in interest, and ensure sufficient information for all parties.

11. Establishing the Cure Amounts will assist the Debtors and any potential purchasers of the Debtors' assets in making a fully informed decision regarding which Subject Contracts and Leases to assume or reject. Fixing the Cure Amounts will allow the Stalking Horse Purchaser, as well as any other bidders, to properly evaluate the Subject Contracts and Leases, allowing the sale process to progress quickly and efficiently, and facilitate a smooth sale to the Successful Bidder (as defined in the Sale Motion).

12. To enable a prompt resolution of any potential disputes and objections to the proposed monetary amounts that third parties contend must be paid in order to assume or assume and assign a Contract and Lease, the Debtors have prepared a list of the Subject Contracts and Leases which includes the monetary amount the applicable Debtor believes it will be required to pay in the event that the Contract or Lease, as applicable, is assumed or assumed and assigned pursuant to the Sale Order, attached as **Schedule 1** to **Exhibit B** (the "**Subject Contract and Lease List**") and will follow the following process to provide notice to Counterparties and allow for objections:

- a. Within three (3) days of filing this Motion, the Debtors will serve a copy of this Motion, including the Subject Contract and Lease List, along with a notice, substantially in the form attached hereto as **Exhibit B** (the "**Contract and Lease Notice**") on each non-Debtor counterparty to the Subject Contracts and Leases (individually, a "**Counterparty**" and collectively, the "**Counterparties**").
- b. The Counterparties shall have until March 17, 2025 (the "**Objection Deadline**"), which deadline may be extended in the discretion of the Debtors, to object (an "**Objection**"): (i) to the ability of the Debtors to assume or assume and assign the Subject Contracts and Leases, including an Objection pursuant to section 365(c) of the Bankruptcy Code, (ii) to the Cure Amount listed by the Debtors for each such Counterparties' Contract or Lease, which Objection must set forth the amount that the Counterparty contends that the Debtors must pay to assume or assume and assign the

Contract or Lease, or (iii) on any other grounds permitted by section 365 of the Bankruptcy Code; *provided, however*, that objections on the basis of adequate assurance of future performance shall be addressed at the hearing on the Sale Motion.<sup>3</sup>

- c. Cure Amount Objection Procedures. Any party asserting an Objection, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable agreement, shall be required to file and serve an Objection to the Contract and Lease Notice, in writing, setting forth with specificity: (i) the basis for any objection to the Cure Amount listed by the Debtors, which Objection must set forth the amount that the Counterparty contends that the Debtors must pay to assume or assume and assign the Contract or Lease; (ii) any and all bases on which the objecting party asserts other or additional monetary amounts are required to be paid if the Subject Contract or Lease is assumed or assumed and assigned; and/or (iii) the grounds for any other objection that may be raised under section 365 of the Bankruptcy Code or other applicable law, other than any objection on the basis of adequate assurance of future performance. Each Objection shall include all documentation required to support such Objection and shall be served upon the following parties by no later than 4:00 p.m. (Eastern time) on the Objection Deadline: (a) proposed counsel for the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi, email: gregg.galardi@ropesgray.com), and Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers and Robert A. Weber; email: desgross@chipmanbrown.com and weber@chipmanbrown.com), and Chipman Brown Cicero & Cole LLP, 501 5th Ave, 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com); (b) counsel for the Stalking Horse Purchaser, Troutman Pepper Locke LLP, 300 S. Grand Ave., 26<sup>th</sup> Floor, Los Angeles, CA 90071 (Attn: David Kupetz; email: david.kupetz@troutman.com); (c) counsel for any statutory committee of unsecured creditors appointed in these chapter 11 cases; (d) 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); and (e) 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) (collectively, the “Notice Parties”).

---

<sup>3</sup> As detailed in the Sale Motion, the Debtors have requested that objections by Counterparties to (a) adequate assurance of future performance by the Stalking Horse Purchaser must be filed by the Sale Objection Deadline, April 7, 2025 at 4:00 p.m. (ET), and (b) adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Purchaser must be filed by April 11, 2025 at the time of the Sale Hearing.

- d. Extension of Objection Deadline. The Debtors may, in their sole discretion, extend a party's Objection Deadline once, or successively without further notice, but are not obligated to do so; *provided, however*, no Contract or Lease may be assumed and assigned until any objection has been consensually resolved among the Debtors and the applicable Counterparty or resolved by the Court.
- e. Event of No Objection. In the event that no Objection is timely filed, upon entry of the Order, the applicable Counterparty shall be deemed to have consented to: (i) the Debtors' assumption or assumption and assignment of the Subject Contracts and Leases, and (ii) the Cure Amount proposed by the Debtors in the Contract and Lease Notice, and shall be forever enjoined and barred from: (y) seeking any additional amount on account of the Debtors' obligations under section 365 of the Bankruptcy Code, or otherwise, from the Debtors, their estates, or the Successful Bidder; *provided, however*, that nothing herein shall preclude a Counterparty from seeking satisfaction of administrative expense claims relating to the period after the date of the Contract and Lease Notice; and (z) objecting to the ability of the Debtors to assume or assume and assign the Subject Contracts and Leases for any reason, including any that could have been raised under section 365 of the Bankruptcy Code; *provided, however*, in the event the Debtors seek to assign the Subject Contracts and Leases, the Counterparties shall retain the right to object to assumption and assignment of the Subject Contracts and Leases on the basis of adequate assurance of performance by the proposed assignee. Assumption and assignment of the Subject Contracts and Leases in connection with the sale of the Debtors' assets will be governed by the Sale Motion. As detailed in the Sale Motion, the Debtors have requested that objections by Counterparties to (a) adequate assurance of future performance by the Stalking Horse Purchaser must be filed by the proposed Sale Objection Deadline, April 7, 2025 at 4:00 p.m. (ET), and (b) adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Purchaser must be filed by the time of the Sale Hearing, which the Debtors are requesting be held on April 11, 2025, subject to the Court's availability.

13. The Debtors submit that the foregoing process will help facilitate the resolution of any issues concerning Cure Amounts, streamline the Debtors' decision-making process regarding which contracts to assume or assume and assign, minimize unnecessary costs, and provide clarity and information to all parties in interest, all while adequately protecting the rights of non-debtor third parties to such agreements, and, therefore, request approval of such procedures.

### **BASIS FOR RELIEF REQUESTED**

14. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); *see also* *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Fleming Cos., Inc.*, 499 F.3d 300, 304 (3d Cir. 2007). Pursuant to section 365 of the Bankruptcy Code, a debtor may not assume an executory contract or an unexpired lease that is in default unless, at the time of assumption, (a) it cures or provides adequate assurance that it will promptly cure the default, (b) it compensates or provides adequate assurance that it will promptly compensate the non-debtor party for any actual pecuniary loss resulting from the default, and (c) it provides adequate assurance of future performance under the executory contract or lease. 11 U.S.C. § 365(b)(1); *In re Carlisle Homes, Inc.*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988).

15. Additionally, section 105 of the Bankruptcy Code provides, in relevant part, that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code. 11 U.S.C. § 105(a); *see In re Nortel Networks, Inc.*, 532 B.R. 494, 553-54 (Bankr. D. Del. 2015). The Debtors submit that authority to establish the proposed Cure Amounts is appropriate in these chapter 11 cases and well within the Court’s equitable powers under section 105 of the Bankruptcy Code.

16. To facilitate the Debtors’ determination on whether to assume or reject the Subject Contracts and Leases, the Debtors are proposing to set the Cure Amounts included on the Subject Contract and Lease List and providing the Counterparties with notice and an opportunity to object through this Motion. The Debtors respectfully submit that the notice to be provided to Counterparties through this Motion and the Contract and Lease Notice is appropriate and



reasonably tailored to provide the applicable Counterparties to the Subject Contracts and Leases with adequate notice of the proposed Cure Amounts. In this regard, Counterparties to the Subject Contracts and Leases will be provided with written notice of the proposed Cure Amounts and will be given the opportunity to object to the proposed Cure Amounts on any basis set forth in section 365 of the Bankruptcy Code or under applicable law; *provided, however*, in the event the Debtors seek to assign the Subject Contracts and Leases, the Counterparties shall retain the right to object to assumption and assignment of the Subject Contracts and Leases on the basis of adequate assurance of performance by the proposed assignee. Accordingly, the Debtors respectfully submit that the relief requested in this Motion is appropriate in these cases, and respectfully request that the Court enter the Order.

#### **RESERVATION OF RIGHTS**

17. The Debtors intend to pay applicable postpetition amounts under the Subject Contracts and Leases as such payments become due in the ordinary course of business. Although the listed Cure Amounts are not intended to include amounts that come due postpetition, if such amounts were inadvertently included, the related Cure Amounts listed in the Subject Contract and Lease List may subsequently be reduced or satisfied pursuant to such payments. The Debtors reserve all rights to amend or supplement the Subject Contract and Lease List, or to take other action as is necessary and appropriate to avoid overpayment or duplicate payments for the Cure Amounts.

18. In addition, nothing in this Motion should be construed as (a) a request by the Debtors to assume, reject, or assume and assign any executory contract or unexpired lease of real property; (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the debtors' ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) an admission that any

Contract or Lease is executory or unexpired; (d) a promise to pay any claim; (e) granting third-party-beneficiary status or bestowing any additional rights on any third party; (f) being otherwise enforceable by any third party; or (g) otherwise prejudicial to the Debtors' rights to contest any amount claimed to be due by any person or entity, including the amounts owed to a Counterparty.

### NOTICE

19. The Debtors will provide notice of this Motion to: (a) the United States Trustee for the District of Delaware; (b) counsel to the DIP Agent and DIP Lender; (c) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (d) counsel to the Prepetition Agent; (e) all counterparties to the Subject Contracts and Leases; and (f) 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 entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as is just.

Dated: February 26, 2025  
Wilmington, Delaware

**CHIPMAN BROWN CICERO & COLE, LLP**

/s/ Robert A. Weber

Robert A. Weber (I.D. No. 4013)

Mark L. Desgrosseilliers (No. 4083)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

Telephone: (302) 295-0192

weber@chipmanbrown.com

desgross@chipmanbrown.com

-and-

**CHIPMAN BROWN CICERO & COLE, LLP**

Daniel G. Egan (*pro hac vice* pending)

501 5<sup>th</sup> Ave. 15<sup>th</sup> Floor

New York, New York 10017

Telephone: (646) 741-5529

egan@chipmanbrown.com

-and-

**ROPES & GRAY LLP**

Gregg M. Galardi (No. 2991)

1211 Avenue of the Americas

New York, New York 10036

Telephone: (212) 596-9000

Facsimile: (212) 596-9090

gregg.galardi@ropesgray.com

*Proposed Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

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

In re:

Dynamic Aerostructures LLC, *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10292 (LSS)

*(Joint Administration Pending)*

**Related Docket No.**

**ORDER APPROVING DEBTORS' MOTION FOR ENTRY OF  
AN ORDER (I) SETTING CURE AMOUNTS FOR CERTAIN  
CONTRACTS AND LEASES, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order: (i) fixing the monetary amounts that the Debtors would be obligated to pay under section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption or assumption and assignment of the executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases (each, a “Lease” and collectively, the “Leases”) included on **Schedule 1** to **Exhibit B** to the Motion (collectively, the “Subject Contracts and Leases”), which monetary amounts the Debtors maintain consist entirely of the prepetition “cure” amounts listed on **Schedule 1** to **Exhibit B** to the Motion and no other amounts (transfer fees, premiums, etc.), assuming that the Debtors will continue to pay any and all of the ordinary course post-petition amounts that will become due and payable under a Contract or Lease on and after the Petition Date (the “Cure Amounts”); and (ii) granting related relief, all as more fully described in the Motion; 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

---

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

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 relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and 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.
2. Pursuant to section 365 of the Bankruptcy Code, the proposed Cure Amounts for the Subject Contracts and Leases listed on **Schedule 1** to **Exhibit B** to the Motion are approved.
3. The Counterparties are each deemed to have consented to (a) the Debtors' assumption or assumption and assignment of the Subject Contracts and Leases (other than objections related to adequate assurance of future performance by a proposed assignee), and (b) the Cure Amount proposed by the Debtors in the Contract and Lease Notice.
4. The Counterparties shall be forever enjoined and barred from objecting to the ability of the Debtors to assume or assume and assign the Subject Contracts and Leases for any reason, including any that could have been raised under section 365 of the Bankruptcy Code;

*provided, however*, in the event the Debtors seek to assign the Subject Contracts and Leases, the Counterparties shall retain the right to object to assumption and assignment of the Subject Contracts and Leases on the basis of adequate assurance of performance by the proposed assignee.

5. The Counterparties shall be forever enjoined and barred from seeking any additional amount on account of the Debtors' obligations under section 365 of the Bankruptcy Code, or otherwise, from the Debtors, their estates, or the Successful Bidder; *provided, however*, that nothing herein shall preclude a Counterparty from seeking satisfaction of administrative expense claims relating to the period after the date of the Contract and Lease Notice.

6. Nothing in the Motion or this Order shall prohibit the Debtors from filing one or more motions to reject, assume, assume and assign, or cure executory contracts and unexpired leases.

7. Nothing herein shall be construed as a concession or evidence that a Contract or Lease has expired, been terminated, or is otherwise not currently in full force and effect. The Debtors' rights with respect thereto are reserved, including the Debtors' rights to seek a later determination of such matters and to dispute the validity, status, characterization, or enforceability of such Contract or Lease and any claims related thereto. The Debtors do not waive any claims they may have against any Counterparties, regardless of whether such claims relate to the Contract(s) or Lease(s) between the Debtors and such Counterparty. The Debtors' rights to amend or supplement **Schedule 1** to **Exhibit B** to the Motion, or to take other action as is necessary and appropriate to avoid overpayment or duplicate payments for the Cure Amounts, are reserved.

8. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (a) a request by the Debtors to assume, reject, or assume and assign any executory contract or unexpired lease of real

property, (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the debtors' ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law, (c) an admission that any Contract or Lease is executory or unexpired, (d) a promise to pay any claim, (e) granting third party-beneficiary status or bestowing any additional rights on any third party, (f) being otherwise enforceable by any third party, or (g) otherwise prejudicial to the Debtors' rights to contest any amount claimed to be due by any person or entity, including the amounts owed to a Counterparty.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

10. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or that enhance the status of, any claim held by any person or entity.

11. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation and/or implementation of this Order.



**EXHIBIT B**

**Notice of Proposed Cure Amounts**

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

In re:

Dynamic Aerostructures LLC, *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10292 (LSS)

*(Joint Administration Pending)*

**Related Docket No.**

**NOTICE OF PROPOSED CURE AMOUNTS  
FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE** that on February 26, 2025 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that on February 26, 2025, the Debtors filed the *Debtors’ Motion for Entry of an Order (I) Setting Cure Amounts for Certain Contracts and Leases, and (II) Granting Related Relief* (the “Cure Amounts Motion”) requesting entry of an order (i) fixing the monetary amounts that the Debtors would be obligated to pay under section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption or the assumption and assignment of the executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases (each, a “Lease” and collectively, the “Leases”) included on **Schedule 1 to Exhibit B** to the Cure Amounts Motion (collectively, the “Subject Contracts and Leases”), which monetary amounts the Debtors maintain consist entirely of the prepetition “cure” amounts listed on **Schedule 1 to Exhibit B** and no other amounts (transfer fees, premiums, etc.), assuming that the Debtors will continue to pay any and all of the ordinary course post-petition amounts that will become due and payable under a Contract or Lease on and after the Petition Date (the “Cure Amounts”); and (ii) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that the Court will conduct a hearing (the “Cure Amounts Hearing”) to consider the Cure Amounts Motion on                     , 2025, at :00 .m. (ET).

**PLEASE TAKE FURTHER NOTICE** that the Debtors are hereby providing notice (this “Notice”) of the proposed Cure Amounts to each non-Debtor counterparty to the Subject Contracts and Leases (individually, a “Counterparty” and collectively, the “Counterparties”), as set forth in

---

<sup>1</sup> 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.

the attached **Schedule 1**. Unless a written objection (an “Objection”) is filed and served in accordance with this Notice, the applicable Counterparty shall be deemed to have consented to (i) the Debtors’ assumption or assumption and assignment of the Subject Contracts and Leases, and (ii) the Cure Amount proposed by the Debtors in the **Schedule 1** hereto, and shall be forever enjoined and barred from: (y) seeking any additional amount on account of the Debtors’ obligations under section 365 of the Bankruptcy Code, or otherwise, from the Debtors, their estates, or the Successful Bidder; *provided, however*, that nothing herein shall preclude a Counterparty from seeking satisfaction of administrative expense claims relating to the period after the date of the Contract and Lease Notice; and (z) objecting to the ability of the Debtors to assume or assume and assign the Subject Contracts and Leases for any reason, including any that could have been raised under section 365 of the Bankruptcy Code; *provided, however*, in the event the Debtors seek to assign the Subject Contracts and Leases, the Counterparties shall retain the right to object to assumption and assignment of the Subject Contracts and Leases on the basis of adequate assurance of performance by the proposed assignee. As detailed in the *Debtors’ Motion for Entry of an Order (A)(I) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (II) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of the Notice Thereof, (V) Approving Assumption and Assignment Procedures for Executory Contracts and Unexpired Leases, (VI) Authorizing and Approving the Debtors’ Entry Into the Stalking Horse APA, (VII) Authorizing and Approving Bid Protections, and (VII) Granting Related Relief and (B)(I) Approving the Sale of Substantially All of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief*, the Debtors have requested that objections by Counterparties to (a) adequate assurance of future performance by the Stalking Horse Purchaser must be filed by the proposed Sale Objection Deadline, April 7, 2025 at 4:00 p.m. (ET), and (b) adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Purchaser must be filed by the time of the Sale Hearing, which the Debtors are requesting be held on April 11, 2025, subject to the Court’s availability.

**PLEASE TAKE FURTHER NOTICE** that with respect to any Cure Amount fixed in this Notice, the amount will be cured *only if* the Debtors elect to assume or assume and assign the Contract or Lease. **NOTHING CONTAINED HEREIN IS AN AGREEMENT TO REJECT, ASSUME, OR ASSUME AND ASSIGN YOUR CONTRACT OR LEASE.**

**PLEASE TAKE FURTHER NOTICE** that the Debtors are continuing to make applicable postpetition payments under the Contracts and Leases that come due in the ordinary course of business. As such, certain Cure Amounts listed in **Schedule 1** hereto may have been subsequently reduced or satisfied pursuant to such payments. The Debtors reserve all rights to amend or supplement the amount(s) listed in **Schedule 1** hereof, or to take other action as is necessary and appropriate to avoid overpayment or duplicate payments for the Cure Amounts.

**PLEASE TAKE FURTHER NOTICE** that any party asserting an Objection, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable agreement, must file and serve such Objection, in writing, by no later than **March 17, 2025** (the “Objection Deadline”), setting forth with specificity: (i) the basis for any objection to the Cure Amount listed by the Debtors, including the amount that the Counterparty contends that

the Debtors must pay to assume or assume and assign the Contract or Lease; (ii) any and all bases on which the objecting party asserts other or additional monetary amounts are required to be paid if the Subject Contract or Lease is assumed or assumed and assigned; and/or (iii) the grounds for any other objection that may be raised under section 365 of the Bankruptcy Code or other applicable law, other than any objection on the basis of adequate assurance of future performance. Each Objection shall include all documentation required to support such Objection and shall be served upon the following parties by no later than 4:00 p.m. (Eastern) on the Objection Deadline: (a) proposed counsel for the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi, email: [gregg.galardi@ropesgray.com](mailto:gregg.galardi@ropesgray.com)), and Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers and Robert A. Weber; email: [desgross@chipmanbrown.com](mailto:desgross@chipmanbrown.com) and [weber@chipmanbrown.com](mailto:weber@chipmanbrown.com)), and Chipman Brown Cicero & Cole LLP, 501 5th Ave, 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: [egan@chipmanbrown.com](mailto:egan@chipmanbrown.com)); (b) counsel for the Stalking Horse Purchaser, Troutman Pepper Locke LLP, 300 S. Grand Ave., 26<sup>th</sup> Floor, Los Angeles, CA 90071 (Attn: David Kupetz; email: [david.kupetz@troutman.com](mailto:david.kupetz@troutman.com)); (c) counsel for any statutory committee of unsecured creditors appointed in these chapter 11 cases; (d) 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](mailto: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](mailto:kenos@ycst.com)); and (e) 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](mailto:Rosa.Sierra-Fox@usdoj.gov)) (collectively, the “Notice Parties”). **The Objection must be received by the Notice Parties no later than 4:00 p.m. (Eastern time) on the Objection Deadline.**

**PLEASE TAKE FURTHER NOTICE** that the Debtors may, in their sole discretion, extend a party’s Objection Deadline once, or successively without further notice, but are not obligated to do so.

*[Text Continues on the Next Page]*

**PLEASE TAKE FURTHER NOTICE** that copies of the Motion may be obtained (i) free of charge upon request to Verita Global via email at [fmiinfo@veritaglobal.com](mailto:fmiinfo@veritaglobal.com) or by visiting the Debtors' restructuring website at [www.veritaglobal.net/FMIAerostructures](http://www.veritaglobal.net/FMIAerostructures), or (ii) for a fee via PACER by visiting <https://pacer.uscourts.gov>.

Dated: February 26, 2025  
Wilmington, Delaware

**CHIPMAN BROWN CICERO & COLE, LLP**

/s/ Robert A. Weber

Robert A. Weber (I.D. No. 4013)  
Mark L. Desgrosseilliers (No. 4083)  
Hercules Plaza  
1313 North Market Street, Suite 5400  
Wilmington, Delaware 19801  
Telephone: (302) 295-0192  
[weber@chipmanbrown.com](mailto:weber@chipmanbrown.com)  
[desgross@chipmanbrown.com](mailto:desgross@chipmanbrown.com)

-and-

**CHIPMAN BROWN CICERO & COLE, LLP**

Daniel G. Egan (*pro hac vice* pending)  
501 5<sup>th</sup> Ave. 15<sup>th</sup> Floor  
New York, New York 10017  
Telephone: (646) 741-5529  
[egan@chipmanbrown.com](mailto:egan@chipmanbrown.com)

-and-

**ROPES & GRAY LLP**

Gregg M. Galardi (No. 2991)  
1211 Avenue of the Americas  
New York, New York 10036  
Telephone: (212) 596-9000  
Facsimile: (212) 596-9090  
[gregg.galardi@ropesgray.com](mailto:gregg.galardi@ropesgray.com)

*Proposed Counsel to the Debtors and Debtors in Possession*

**SCHEDULE 1****Subject Contracts and Leases and Cure Amounts<sup>1</sup>**

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
1.	ActiveCyber	Forrest Machining LLC	Information Technology – Service Agreement - Cyber Security Gap Assessment, Policies & Procedures, POAM	\$0.00
2.	Adobe Creative	Forrest Machining LLC	Adobe Software Subscription Agreement	\$0.00
3.	A&S Metal Recycling, Inc.	Forrest Machining LLC	Aluminum & Titanium Recycling Service Agreement	\$0.00
4.	AT&T	Forrest Machining LLC	Internet Service and Hosted VoIP Agreement	\$0.00
5.	Bouncie / Tail Light LLC	Forrest Machining LLC	GPS Tracker Agreement - fleet vehicles	\$0.00
6.	C3 Complete	Forrest Machining LLC	Information Technology – Software Agreement - AvePoint Cloud Backup M365 (Microsoft M365 GCC High Cloud Backup)	\$2,280.00
7.	C3 Complete	Forrest Machining LLC	Information Technology – Software Agreement - Microsoft GCC High M365 G5)	\$0.00
8.	CBT Nuggets, LLC	Forrest Machining LLC	Information Technology Agreement - CBT Nuggets	\$0.00

<sup>1</sup> The inclusion of a Contract or Lease in this schedule does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the Counterparty to such Contract or Lease. Moreover, this schedule is not an agreement to assume or assume and assign any Contract or Lease contained herein.

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
9.	CDS (Complete Document Solutions)	Forrest Machining LLC	Lease Agreement - (4) Canon DX-C5840i Multifunction Copiers 2022/60	\$0.00
10.	Dell Support (hardware)	Forrest Machining LLC	Dell Service Agreement - Precision Laptops & Precision Workstations	\$4,736.00
11.	Deltek, Inc.	Forrest Machining LLC	Information Technology – Software Agreement - ProPricer - Quoting Application	\$0.00
12.	Docusign	Forrest Machining LLC	Information Technology – Software Agreement - DocuSign	\$15,396.00
13.	DreamHost	Forrest Machining LLC	Domain Registration & Website Hosting Agreement	\$0.00
14.	ECI Software Solutions	Forrest Machining LLC	Information Technology – Software Agreement - JobBOSS (ERP/MRP)	\$1,762.00
15.	Environmental HELP, Inc. (EHI)	Forrest Machining LLC	Stormwater Pollution Prevention Plan (SWPPP)	\$2,500.00
16.	Exostar LLC	Forrest Machining LLC	Cloud Portal Agreement	\$0.00
17.	Ford Credit	Forrest Machining LLC	Ford Truck Lease	\$0.00
18.	Fortinet Inc.	Forrest Machining LLC	Information Technology – Software Agreement - Fortinet Token Administration MFA – CUI	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
19.	Freshworks Inc.	Forrest Machining LLC	Information Technology Software Agreement - Freshservice Pro	\$0.00
20.	FTI Services	Forrest Machining LLC	Data Backup Appliance & Cloud Backup Replication Agreement - Datto Siris 3 Pro	\$0.00
21.	Global Finance Group, Inc.	Forrest Machining LLC	SNK Equipment Lease	\$0.00
22.	GoDaddy Inc.	Forrest Machining LLC	SSL Certificate	\$0.00
23.	GoToMyPC	Forrest Machining LLC	Software Agreement - Remote Login	\$0.00
24.	Hexagon AB	Forrest Machining LLC	Engineering – Software Agreement - PC-DMIS	\$0.00
25.	Hexagon AB	Forrest Machining LLC	Engineering – Software Agreement - PC-DMIS	\$0.00
26.	Inceptra LLC	Forrest Machining LLC	Engineering – Software Agreement - CATIA V5	\$0.00
27.	Inceptra LLC	Forrest Machining LLC	Engineering – Software Agreement - CATIA V5 PLM	\$0.00
28.	Information Professionals Association	Forrest Machining LLC	eWork Orders Maintenance PM and Work Order System	\$0.00
29.	InspectionXpert	Forrest Machining LLC	Engineering – Software Agreement - Ideagen Quality Control	\$1,950.00
30.	Kubo	Forrest Machining LLC	K1CRP Agreement	\$0.00



#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
31.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006927, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
32.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006936, dated as of January 2022 together with all purchase orders issued pursuant thereto	\$0.00
33.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006967, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
34.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006996, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
35.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007374, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
36.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007706, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
37.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007737, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
38.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007805, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
39.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500008002, dated as of January 2025 together with all purchase orders issued pursuant thereto	\$0.00
40.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007776, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
41.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500008610, dated as of January 2025 together with all purchase orders issued pursuant thereto	\$0.00
42.	Lockheed Martin Corporation	Forrest Machining LLC	Terms and Conditions - Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS)	\$0.00
43.	Mitsubishi HC Capital America	Forrest Machining LLC	OKK Equipment Lease	\$0.00
44.	Net-Inspect	Forrest Machining LLC	Engineering – Software Agreement - First Article Inspection	\$0.00
45.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Long Term Agreement No. 4700002495, dated as of February 18, 2021, together with all purchase	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
			orders issued pursuant thereto	
46.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Long Term Agreement No. 4700002534, dated as of May 19, 2022, together with all purchase orders issued pursuant thereto	\$0.00
47.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Terms and Conditions - U.S. Government - Firm Fixed Price Order	\$0.00
48.	Rexford Industrial – 27712 Avenue Mentry, LLC, successor-in-interest to Avenue Mentry, LLC	Forrest Machining LLC	Amended and Restated Standard Industrial/Commercial Single Tenant Lease – Net, dated as of July 30, 2021 (together with all amendments, addenda, schedules, and exhibits thereto)	\$554,000.00
49.	Rexford Industrial – 27712 Avenue Mentry, LLC, successor-in-interest to 27756 Avenue Mentry, LLC	Forrest Machining LLC	Amended and Restated Standard Industrial/Commercial Single Tenant Lease – Net, dated as of July 30, 2021 (together with all amendments, addenda, schedules, and exhibits thereto)	\$0.00
50.	Sage IT Inc.	Forrest Machining LLC	Information Technology – Software Agreement - Sage Fixed Assets	\$0.00
51.	Sage IT Inc.	Forrest Machining LLC	Sage Fixed Assets Software Agreement	\$0.00
52.	Saratech	Forrest Machining LLC	Engineering – Software Agreement	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
53.	Shop Floor Automations	Forrest Machining LLC	Information Technology – Software Agreement - Scytec DataXchange (Machine Monitoring Software)	\$0.00
54.	SonicWall, Inc.	Forrest Machining LLC	Information Technology – Service Agreement - Firewall & Wireless Access Points	\$0.00
55.	unipoint Software Inc.	Forrest Machining LLC	QMS Agreement (Quality– Software)	\$0.00
56.	USbank (IOTEC)	Forrest Machining LLC	Lease Agreement - KIP SYS 7172 K6 2 Roll Plotter 2024/36	\$0.00
57.	Vericut (CGTech)	Forrest Machining LLC	Engineering – Software Agreement - ICAM	\$0.00
58.	Vericut (CGTech)	Forrest Machining LLC	Engineering – Software Agreement - Vericut	\$0.00
59.	Vericut	Forrest Machining LLC	Engineering – Software Agreement	\$0.00
60.	Verisurf Software, Inc.	Forrest Machining LLC	Engineering – Software Agreement - Verisurf	\$0.00
61.	Verisurf Software, Inc.	Forrest Machining LLC	Engineering – Software Agreement - Verisurf	\$0.00
62.	VMware LLC	Forrest Machining LLC	vSphere Support Contract	\$0.00
63.	Webroot Inc.	Forrest Machining LLC	Anti-Virus Software Agreement (machine PCs)	\$0.00