

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 (LSS)

(Jointly Administered)

Related Docket No. 12

**NOTICE OF FILING OF PROPOSED FORM OF INTERIM ORDER (I)
AUTHORIZING DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH
MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS
RELATED THERETO, AND (C) MAINTAIN EXISTING BUSINESS FORMS; (II)
AUTHORIZING DEBTORS' CONTINUED USE OF CORPORATE CREDIT CARD
PROGRAM; AND (III) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE THAT on February 26, 2025, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Business Forms, (II) Authorizing Debtors' Continued Use of Corporate Credit Card Program; And (III) Granting Related Relief* [Docket No. 12] (the "**Motion**").

PLEASE TAKE FURTHER NOTICE THAT attached hereto as **Exhibit A** is a revised proposed form of *Interim Order (I) Authorizing Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Business Forms; (II) Authorizing Debtors' Continued Use of Corporate Credit Card Program; and (III) Granting Related Relief* ("**Revised Proposed Interim Cash Management Order**").

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.



2510292250227000000000003

Attached hereto as **Exhibit B** is a redline comparing the Revised Proposed Interim Cash Management Order to the order filed with the Motion.

Dated: February 27, 2025

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

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 (admitted *pro hac vice*)

501 5th Ave. 15th 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

**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 (LSS)

(Jointly Administered)

Related Docket No. 12

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE
TO OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
AND (C) MAINTAIN EXISTING BUSINESS FORMS; (II) AUTHORIZING
DEBTORS' CONTINUED USE OF CORPORATE CREDIT CARD
PROGRAM; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of this interim order (the “Order”) and a final order: (i) authorizing the Debtors, in their discretion, to (a) continue to operate their Cash Management System, (b) honor certain obligations related thereto, including paying all prepetition and postpetition amounts outstanding on account of the Bank Fees, and (c) maintain existing Bank Accounts and Business Forms (as defined herein); (ii) authorizing continued use of Corporate Credit Cards; and (iii) 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

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.

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 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). 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 co-counsel to 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 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, to maintain and use their current Cash Management System existing as of the Petition Date subject to any modification provided herein.

4. The Debtors are authorized to open new bank accounts or close any existing bank accounts as they may deem necessary and appropriate in their discretion; *provided* that (a) the Debtors shall give five days advance notice to the U.S. Trustee, the DIP Agent, BMO Bank N.A., and any statutory committees appointed in these chapter 11 cases, and (b) any new bank account shall be at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such bank that is willing to immediately execute such an agreement. The relief granted in this Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened.

5. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as reasonably practicable from the date of entry of this Order, the Debtors shall (a) contact the Bank; (b) provide the Bank with each

of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor in possession and provide the case number.

6. The Bank Accounts are deemed debtor in possession accounts. The Debtors are authorized to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation: (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts, provided in each case solely to the extent of available funds and consistent with the terms of this Order, (b) to pay Bank Fees in connection with the Bank Accounts, including, any Bank Fees arising prior to the Petition Date, and (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition Cash Management System agreements or treasury services agreements, in each case subject to the terms of each applicable deposit account control agreement.

7. The Debtors are authorized to pay or reimburse the Banks and service providers in the ordinary course of business for any Bank Fees arising prior to or after the Petition Date. All outstanding Bank Fees shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code.

8. Those agreements existing between the Debtors and the Banks as of the Petition Date shall continue to govern the postpetition cash management relationship between the Debtors and the Banks and all of the provisions of such agreements, including any termination, fee provisions (including attorneys' fees provisions, if any), rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent

further order of the Court or, with respect to any such agreement with the Banks (including, for the avoidance of doubt, any rights of the Banks to use funds from the Bank Accounts to remedy any overdraft of another Bank Accounts or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and the applicable Bank agree otherwise, and any other legal rights and remedies afforded to the Banks under applicable law shall be preserved.

9. Each Bank is authorized and directed without the need for further order of this Court to in the ordinary course of business: (a) continue to administer, service, and maintain, the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date, without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Disbursements”) on account of a claim; and (c) debit the Bank Accounts for: (i) all prepetition and postpetition Bank Fees outstanding as of the date hereof, if any, owed to the applicable Bank for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors’ Bank Accounts which were cashed at the Bank’s counters or exchanged for cashier’s checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in the Debtors’ Bank Accounts at the Banks prior to the Petition Date, which have been dishonored or returned unpaid for any reason, including but not limited to dishonored checks, wire transfers, ACH payments (credits or debits) or other electronic transfers or debits and any and all obligations, chargebacks, returns or liabilities, together with any fees (including attorneys’ fees to the extent permitted under the applicable cash management agreements) and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date.

10. Subject to the provisions of this Order, each Bank is authorized and entitled to rely on the representations of the Debtors as to which Disbursements are authorized to be honored or dishonored, whether or not such Disbursements are dated, drawn, or issued prior to, on, or subsequent to the Petition Date. The applicable Bank shall not be deemed in violation of this Order and shall have no liability for relying on such representations by the Debtors, without any duty of further inquiry, or honoring any Disbursement that is subject to this Order either (a) at the direction of the Debtors to honor such prepetition Disbursement, (b) in the good faith belief that this Court has authorized such prepetition Disbursement to be honored, or (c) as a result of an innocent mistake made despite implementation of reasonable item-handling procedures. To the extent that the Debtors direct that any Disbursement be dishonored or the applicable Bank inadvertently dishonors any Disbursements, the Debtors may issue replacement Disbursements consistent with the orders of this Court.

11. Each Bank is further authorized, without any further duty of inquiry, to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account, and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, and the applicable Bank shall have no liability to any party for relying on such representations or instructions.

12. To the extent any other order is entered by this Court authorizing the Banks to honor checks, drafts, ACH transfers, or other electronic funds transfers or any other withdrawals made, drawn, or issued in payment of prepetition claims, the obligation to honor such items shall be subject to this Order.

13. The Debtors shall serve a copy of this Order on the Banks within five (5) business days of the entry of this Order, and upon any bank at which the Debtors open a new bank account, immediately upon the opening of such new account.

14. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. The Debtors, upon consultation with the DIP Agent, the Banks, and any statutorily appointed committee, may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business and not inconsistent with this Order that they deem appropriate in their discretion, including, without limitation, closing the Bank Accounts or opening new bank accounts as set forth herein.

15. The Debtors are authorized to continue to use the Corporate Credit Cards in the ordinary course of business during these cases and pay prepetition and postpetition amounts incurred on account of the Corporate Credit Cards pursuant to the terms of the Corporate Credit Card Program.

16. The Debtors are authorized to continue to use their existing Business Forms without alteration or change and without the designation “Debtor in Possession” imprinted upon them; *provided, however*, once the Debtors’ existing checks have been used, the Debtors shall, when reordering checks, require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all checks; *provided further* that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the “Debtor in Possession” legend and the bankruptcy case number on such items within fourteen (14) days of the date of entry of this Order. The Debtors shall provide BMO Bank N.A. with the final

prepetition check number for outstanding checks issued prepetition on all BMO Bank N.A. Bank Accounts, and the check number beginning a new check sequence for use postpetition for each applicable BMO Bank N.A. Bank Account, such new check sequence to begin with a number that is at least two hundred (200) numbers higher than the last check issued from such account prepetition. The Banks shall place stop payments on all outstanding prepetition checks numbered 1 through and including the last check number that appears on the detailed list provided by the Debtors.

17. The Debtors shall calculate quarterly fees payable under 28 U.S.C. § 1930(a)(6) based on the disbursements of (or on behalf of) each Debtor regardless of which entity actually makes such disbursements.

18. 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.

19. 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.

20. The requirements of Bankruptcy Rule 6003 are satisfied.

21. 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.

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

23. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24. 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

**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~~[LSS](#))

~~(Joint Administration
Pending)~~[Jointly Administered](#)

Related Docket No. [12](#)

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE
TO OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
AND (C) MAINTAIN EXISTING BUSINESS FORMS; (II) AUTHORIZING
DEBTORS' CONTINUED USE OF CORPORATE CREDIT CARD
PROGRAM; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the Debtors for entry of this interim order (the "Order") and a final order: (i) authorizing the Debtors, in their discretion, to (a) continue to operate their Cash Management System—~~(as defined herein)~~, (b) honor certain ~~prepetition~~ obligations related thereto, [including paying all prepetition and postpetition amounts outstanding on account of the Bank Fees](#), and (c) maintain existing Bank Accounts and Business Forms (as defined herein); (ii) authorizing continued use of Corporate Credit Cards; and (iii) 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

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.

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 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). 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 co-counsel to 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

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, to maintain and use their current Cash Management System existing as of the Petition Date subject to any modification provided herein.

4. The Debtors are authorized to open new bank accounts or close any existing bank accounts as they may deem necessary and appropriate in their discretion; *provided* that (a) the Debtors shall give five days advance notice to the U.S. Trustee, [the DIP Agent, BMO Bank N.A.](#), and any statutory committees appointed in these chapter 11 cases, and (b) any new bank account shall be at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such bank that is willing to immediately execute such an agreement. The relief granted in this Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened.

5. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as reasonably practicable from the date of entry of this Order, the Debtors shall (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor in possession and provide the case number.

6. The Bank Accounts are deemed debtor in possession accounts. The Debtors are authorized to maintain and use the Bank Accounts in the same manner and with the same account ~~number~~numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation: (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts, provided in each case solely to the extent of available funds and consistent with the terms of this Order, (b) to pay ~~ordinary-course~~ Bank Fees in connection with the Bank Accounts, including, any Bank Fees arising prior to the Petition Date, and (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition Cash Management System agreements or treasury services agreements, in each case subject to the terms of each applicable deposit account control agreement.

7. The Debtors are authorized to pay or reimburse the Banks and service providers in the ordinary course of business for any Bank Fees arising prior to or after the Petition Date. All ~~amounts due to the Banks for~~outstanding Bank Fees shall have administrative expense priority status pursuant to section 503(b)(1) of the Bankruptcy Code.

8. Those agreements existing between the Debtors and the Banks as of the Petition Date shall continue to govern the postpetition cash management relationship between the

Debtors and the Banks and all of the provisions of such agreements, including any termination, fee provisions (including attorneys' fees provisions, if any), rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Banks (including, for the avoidance of doubt, any rights of the Banks to use funds from the Bank Accounts to remedy any overdraft of another Bank Accounts or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and the applicable Bank agree otherwise, and any other legal rights and remedies afforded to the Banks under applicable law shall be preserved.

9. Each Bank is authorized and directed without the need for further order of this Court to in the ordinary course of business: (a) continue to administer, service, and maintain, the Bank Accounts as such ~~account was~~ accounts were administered, serviced, and maintained prior to the Petition Date, without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Disbursements”) on account of a claim; and (c) debit the Bank Accounts for: (i) all ~~undisputed~~ prepetition ~~bank~~ and ~~service fees~~ postpetition Bank Fees outstanding as of the date hereof, if any, owed to the applicable Bank for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at the Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in the Debtors' Bank Accounts at the Banks prior to the Petition Date, which have been dishonored or returned unpaid for any reason, including but not limited to dishonored checks, wire transfers, ACH payments (credits or debits) or other electronic transfers

or debits and any and all obligations, chargebacks, returns or liabilities, together with any fees (including attorneys' fees to the extent permitted under the applicable cash management agreements) and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date.

10. Subject to the provisions of this Order ~~and unless a Bank has actual knowledge to the contrary~~, each Bank is authorized ~~to~~ and shall entitled to rely on the representations of the Debtors as to which Disbursements are authorized to be honored or dishonored, whether or not such Disbursements are dated, drawn, or issued prior to, on, or subsequent to the Petition Date. The applicable Bank shall not be deemed in violation of this Order and shall have no liability for relying on such representations by the Debtors, without any duty of further inquiry, or honoring any Disbursement that is subject to this Order either (a) at the direction of the Debtors to honor such prepetition Disbursement, (b) in the good faith belief that this Court has authorized such prepetition Disbursement to be honored, or (c) as a result of an innocent mistake made despite implementation of reasonable item-handling procedures. To the extent that the Debtors direct that any Disbursement be dishonored or the applicable Bank inadvertently dishonors any Disbursements, the Debtors may issue replacement Disbursements consistent with the orders of this Court.

11. Each Bank is further authorized, without any further duty of inquiry, to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account, and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, and the applicable Bank shall have no liability to any party for relying on such representations or instructions.

12. To the extent any other order is entered by this Court authorizing the Banks to honor checks, drafts, ACH transfers, or other electronic funds transfers or any other withdrawals made, drawn, or issued in payment of prepetition claims, the obligation to honor such items shall be subject to this Order.

13. ~~12.~~ The Debtors shall serve a copy of this Order on the Banks within five (5) business days of the entry of this Order, and upon any bank at which the Debtors open a new bank account, immediately upon the opening of such new account.

14. ~~13.~~ In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. The Debtors, upon consultation with the DIP Agent, the Banks, and any statutorily appointed committee, may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business and not inconsistent with this Order that they deem appropriate in their discretion, including, without limitation, closing the Bank Accounts or opening new bank accounts as set forth herein ~~in paragraph 4.~~

15. ~~14.~~ The Debtors are authorized to continue to use the Corporate Credit Cards in the ordinary course of business during these cases and pay prepetition and postpetition amounts incurred on account of the Corporate Credit Cards pursuant to the terms of the Corporate Credit Card Program.

16. ~~15.~~ The Debtors are authorized to continue to use their existing Business Forms without alteration or change and without the designation “Debtor in Possession” imprinted upon them; *provided, however,* once the Debtors’ existing checks have been used, the Debtors shall,

when reordering checks, require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all checks; *provided further* that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the “Debtor in Possession” legend and the bankruptcy case number on such items within fourteen (14) days of the date of entry of this Order. The Debtors shall provide BMO Bank N.A. with the final prepetition check number for outstanding checks issued prepetition on all BMO Bank N.A. Bank Accounts, and the check number beginning a new check sequence for use postpetition for each applicable BMO Bank N.A. Bank Account, such new check sequence to begin with a number that is at least two hundred (200) numbers higher than the last check issued from such account prepetition. The Banks shall place stop payments on all outstanding prepetition checks numbered 1 through and including the last check number that appears on the detailed list provided by the Debtors.

17. ~~16.~~ The Debtors shall calculate quarterly fees payable under 28 U.S.C. § 1930(a)(6) based on the disbursements of (or on behalf of) each Debtor regardless of which entity actually makes such disbursements.

18. ~~17.~~ 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.

19. ~~18.~~ 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.

20. ~~19.~~ The requirements of Bankruptcy Rule 6003 are satisfied.

21. ~~20.~~ 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.

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

23. ~~22.~~ Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

Document comparison by Workshare Compare on Thursday, February 27, 2025
11:46:19 AM

Input:	
Document 1 ID	netdocuments://4930-3261-6992/1
Description	Dynamic Cash Management Interim Order
Document 2 ID	netdocuments://4930-3261-6992/2
Description	Dynamic Cash Management Interim Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	29
Deletions	30
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	59