

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Dynamic Aerostructures LLC, *et al.*,
Debtors.²

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Hearing Date: Mar. 25, 2025 at 11:00 a.m. (ET)

Obj. Deadline: Mar. 18, 2025 at 4:00 p.m. (ET)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF BERKELEY RESEARCH GROUP, LLC
AS FINANCIAL ADVISOR FOR THE DEBTORS, EFFECTIVE AS OF
THE PETITION DATE**

Dynamic Aerostructures LLC and certain of its affiliates (collectively, the “Debtors”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Cases”), hereby submit this application (the “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the Debtors to retain and employ Berkeley Research Group, LLC (“BRG”) as the Debtors’ financial advisor, pursuant to the terms and conditions of that certain letter agreement dated December 3, 2024 (the “Engagement Letter”)³ by and between BRG and the Debtors, effective as of the Petition Date (as defined below), and granting certain related relief. A copy of the Engagement Letter is attached hereto as **Exhibit B**. In support of this Application, the Debtors rely upon and incorporate by reference the *Declaration of Eric N. Ellis in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 2]

² 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.

³ Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined herein shall have the meanings given to them in the Engagement Letter.



(the “First Day Declaration”) and the declaration of Bob Butler, a copy of which is attached hereto as **Exhibit C** (the “Butler Declaration”). In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the “Standing Order”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a), 327(a), 328(a), and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and Local Rule 2014-1.

3. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the Court’s entry of a final judgment or order with respect to this Motion if it is determined that the Court, absent consent of the parties, cannot enter a final order consistent with Article III of the United States Constitution.

BACKGROUND

4. 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. These chapter 11 cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). 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.

5. 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.

6. 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.

RELIEF REQUESTED

7. By this Application, the Debtors request entry of the Proposed Order authorizing the Debtors to retain and employ BRG as financial advisor to the Debtors, effective as of the Petition Date, and granting certain related relief.

BRG'S QUALIFICATIONS

8. Based on the complexities associated with administering these Cases and the estates, the Debtors have determined that they require the assistance of a financial advisor with specialized experience in bankruptcy and financial advisory services. The Debtors understand that BRG professionals have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and working with management teams and boards of directors of large companies facing financial challenges similar to those of the Debtors. Accordingly, the Debtors seek authority to employ BRG. The Debtors have determined that the

retention of BRG is necessary, appropriate, and in the best interests of the Debtors' estates due to BRG's expertise and qualifications in performing the services required in these particular Cases and for the reasons enumerated herein.

9. BRG has significant qualifications and experience in providing the services contemplated herein. BRG's Corporate Finance practice consists of senior financial, management consulting, accounting, and other professionals who specialize in providing restructuring, transaction advisory, litigation support, solvency, and valuation assistance and providing a focus on viable solutions that maximize value for companies and creditors, typically in distressed business settings.

10. BRG has acted as financial advisor, crisis manager, and corporate officer in middle market to large multinational companies in crisis or those in need of performance improvement in specific financial and operational areas across a wide array of industries. BRG's services include forensic analysis, plan development and implementation, and advice on sale/merger transactions. Moreover, the professionals at BRG have assisted and advised debtors, independent boards, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including Sientra, Inc.; Liberty Power Holdings, LLC; Kidde-Fenwal, Inc.; ViewRay, Inc.; Borden Dairy Company; Foresight Energy, LP; Desolation Holdings LLC (a.k.a. Bittrex); WeWork Inc.; GDC Technics, LLC; Proterra Inc; Aluminum Shapes, L.L.C.; Gissing North America, LLC; Molycorp Inc.; M&G USA Corporation; Briggs & Stratton Corporation; CBL & Associates Properties, Inc.; Voyager Digital Holdings, Inc.; Genesis Global Holdco, LLC; Brazos Electric Power Cooperative, Inc.; The Hertz Corporation; Neiman Marcus Group Ltd LLC; RentPath Holdings, Inc.; Verity Health System of California; Peabody Energy Corporation; EYP, Inc.; Cashman Equipment Corp.; and Nortel Networks Inc. BRG's business, experience, and expertise are further described in the Butler Declaration.

11. The individuals who are expected to work on this matter (the “BRG Personnel”) have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and working with management teams and boards of directors of large companies facing financial challenges similar to those of the Debtors. The BRG Personnel will work closely with the Debtors’ management and other professional advisors throughout the chapter 11 process. By virtue of the expertise of its restructuring personnel, BRG is well qualified to provide services to and represent the Debtors’ interests in these Cases.

12. In addition, as a result of performing prepetition advisory work for the Debtors, working closely with the Debtors’ management and other professionals, BRG has acquired significant knowledge of the Debtors’ business and is familiar with the Debtors’ financial affairs, capital structure, operations, and related matters. Accordingly, BRG has experience, expertise, and relevant knowledge regarding the Debtors to assist the Debtors in these Cases.

13. For the foregoing reasons, BRG is both qualified and uniquely suited to deal effectively and efficiently with matters that may arise in these cases. Accordingly, the Debtors submit that the retention and employment of BRG on the terms and conditions set forth in the Engagement Letter, as modified by the Proposed Order, is in the best interests of the Debtors’ estates and creditors, and the Application should be granted.

SERVICES TO BE RENDERED BY BRG

14. Prior to the Petition Date, the Debtors and BRG entered into the Engagement Letter, which governs their relationship except as explicitly set forth herein or as modified by the Proposed Order. The terms and conditions of the Engagement Letter were negotiated at arm’s length and reflect the parties’ mutual agreement as to the substantial efforts that will be required under this engagement.

15. Subject to further order of this Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of BRG to render the following services (the “Services”):

- (a) In consultation with management of the Debtors, develop and implement a chosen course of action to preserve asset value and maximize recoveries to stakeholders;
- (b) Oversee the activities of the Debtors in consultation with other advisors and the management team to effectuate the selected course of action;
- (c) Assist the Debtors and their management in developing cash flow projections and related methodologies, manage liquidity, and assist with planning for alternatives as requested by the Debtors, including DIP budget development and sizing;
- (d) Assist the Debtors in operating in a chapter 11 bankruptcy proceeding, including negotiations with stakeholders, to preserve and maximize value;
- (e) Assist the Debtors and its other professionals with effectuating a chapter 11 section 363 sale process and related matters;
- (f) Assist as requested by management in connection with the Debtors’ revision of their business plan, and such other related forecasts as may be required by creditor constituencies in connection with negotiations;
- (g) Assist with the preparation of statements of financial affairs and schedules of assets and liabilities
- (h) To the extent reasonably requested by the Debtors, offer testimony before the Court and participate in depositions, including by providing deposition testimony related thereto; and
- (i) Provide such other services as mutually agreed upon by BRG and the Debtors or as otherwise set forth in the Engagement Letter.

16. BRG is well qualified and able to continue to provide financial advisory services to the Debtors in a cost-effective, efficient, and timely manner.

NO DUPLICATION OF SERVICES

17. BRG will coordinate all tasks with the Debtors’ other professionals to achieve case efficiencies and avoid duplication of efforts. The Debtors believe it is necessary to retain and employ BRG as their financial advisor to render the foregoing professional Services. In light of

BRG's substantial experience and expertise and the complex nature of the Debtors' business and financial affairs, the Debtors believe that BRG is well qualified to advise them in these Cases.

USE OF CONTRACTORS

18. Notwithstanding anything in this Application to the contrary, BRG shall, to the extent that it uses the services of independent contractors or subcontractors (the "Contractors") in these Cases, (i) pass-through the cost of Contractors to the Debtors at the same rate that BRG pays the contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (iv) file with the Court such disclosures required by Rule 2014 of the Bankruptcy Rules.

INDEMNIFICATION

19. The Debtors have agreed to the indemnification provisions set forth in the Engagement Letter (the "Indemnification Provisions"). The Indemnification Provisions provide that the Debtors shall indemnify and hold harmless BRG, its members, principals, employees, representatives, agents, counsel, and affiliates (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses, and disbursements including, without limitation, defending any action, suit, proceedings, or investigation (whether or not in connection with proceedings or litigation in which any of the Indemnified Parties is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of BRG or any services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding such Indemnified Party directly liable for bad faith, gross negligence or willful misconduct.

20. The Debtors and BRG believe that the Indemnification Provisions contained in the Engagement Letter are customary and reasonable for BRG and comparable firms providing restructuring services for engagement of this type and should be approved.

21. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and BRG at arm's length and in good faith. The Indemnification Provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the Proposed Order, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require BRG's services to successfully navigate these Cases.

DISINTERESTEDNESS OF PROFESSIONALS

22. To the best of the Debtors' knowledge and based upon and subject to the disclosures made in the Butler Declaration, BRG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and the Debtors are satisfied that (i) BRG represents no interest adverse to the Debtors, their estates, or any other party in interest in the matters upon which it is to be engaged and that its employment is in the best interest of the estates; (ii) BRG together with its Managing Directors and Directors do not have any financial interest in or business with the Debtors; (iii) BRG has no connection with the office of the United States Trustee for the District of Delaware (the "U.S. Trustee") or any persons employed in the office of the U.S. Trustee; and (iv) BRG has no connection with the bankruptcy judge approving the employment of BRG as the Debtors' financial advisor. BRG has not provided, and will not provide, any professional services to any creditors, other parties in interest, or their respective attorneys and accountants with regard to any matter related to these Cases.

23. In addition, as set forth in the Butler Declaration, if any new material facts or relationships are discovered or arise during the period of BRG's retention, BRG will make reasonable efforts to promptly provide the Court with a supplemental declaration.

24. As stated above and in the Butler Declaration, the Debtors do not believe that BRG holds or represents any interest adverse to the Debtors' estates. Accordingly, the Debtors submit

that the retention of BRG is in the best interests of the Debtors, their estates, and their creditors, and should be approved by the Court.

PROFESSIONAL COMPENSATION

25. BRG's decision to advise and assist the Debtors in connection with these Cases is conditioned upon its ability to be retained in accordance with BRG's customary terms and conditions of employment, as set forth in the Fees & Expenses section of the Engagement Letter (the "Fee and Expense Structure"). The professional fees shall be calculated by multiplying the hours worked by the standard hourly billing rates in effect for the specific personnel involved. The hourly rates charged by BRG for the services provided by its personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. In the ordinary course of business, BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. To the extent BRG requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

26. BRG has advised the Debtors that its fees will be commensurate with the fees charged to its other clients and in other cases of this size (provided such clients are billed hourly). BRG has also advised the Debtors that it intends to make application to the Court for allowance of its compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the terms of any order establishing procedures for interim compensation that may be entered in these Cases. BRG's compensation for services rendered on behalf of the Debtors shall be fixed by the Court after due application.

27. For professional services, fees are based on BRG's standard hourly rates. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in

effect when services are performed by the professionals who provide services to the Debtors. The current standard hourly rates for BRG Personnel that are expected to work on this engagement are as follows:⁴

Position	Hourly Rate
Managing Directors	\$1,140 - \$1,395
Associate Directors & Directors	\$900 - \$1,100
Professional Staff	\$445 - \$885
Support Staff	\$185 - \$395

28. BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. Hourly rates may change in the future from time to time and are typically adjusted annually. Rate changes will be noted on the invoice for the first time period in which the revised rates become effective.

29. In addition to compensation for professional services rendered by the BRG Personnel, BRG also will be entitled to reimbursement for its reasonable costs and expenses incurred in connection with these Cases, including, but not limited to, reasonable travel expenses (including lodging expenses and business meals), costs of reproduction, research, communications, our legal counsel, any applicable sales or excise taxes, and other direct expenses. Internal costs or overhead cost and document production services (including regular secretarial and word processing time) will not be charged for separately.

⁴ The ranges herein are for BRG professionals in the Corporate Finance practice group who may practice in bankruptcy and non-bankruptcy related matters. They exclude BRG professionals in other industry practice groups who may also provide specialized services in these Cases. To the extent such other professionals provide services, they will charge their standard hourly rates as they would in non-bankruptcy matters.

30. BRG will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses, except in the case of legal fees pertaining to any fee defense) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than the instant matter, as a result of BRG's performance of these services.

31. Regardless of the time and manner of interim compensation, BRG understands that, subject to this Court's orders, BRG will be required to follow the procedures for final allowance of fees at the end of the Cases.

32. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by BRG and other comparable firms that render similar services under similar circumstances. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate BRG fairly for its work and to cover fixed and routine overhead expenses.

33. In the 90 days prior to the Petition Date, the Debtors paid BRG \$508,033.50 for professional services performed and expenses incurred. The Debtors also paid BRG \$101,000.00 in cash on account (the "Cash on Account") which BRG holds in retainer, pursuant to the terms of the Engagement Letter. As of the Petition Date, no amounts remained outstanding with respect to the invoice(s) issued by BRG.

34. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, BRG may have incurred, but not invoiced, fees and reimbursable expenses that relate to the prepetition period. BRG intends to apply such amounts against the Cash on Account. As agreed with Debtors, the remaining Cash on Account will not be segregated by BRG in a separate account and will be held until the end of the

Cases and applied to BRG's final approved fees and expenses. Upon the termination of BRG's engagement, BRG will return any unused portion of the Cash on Account to the Debtors.

35. No promises have been received by BRG, nor any employee thereof, as to payment or compensation in connection with these Cases other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees has entered into an agreement or understanding to share compensation with any other entity as described in section 504 of the Bankruptcy Code and Bankruptcy Rule 2016.

BASIS FOR RELIEF

36. The Debtors submit that the retention of BRG under the terms described herein is appropriate under sections 105(a), 327(a), 328, and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that:

- (a) is not a creditor, an equity security holder, or an insider;
- (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason. 11 U.S.C. § 101(14).

37. Further, section 1107(b) of the Bankruptcy Code provides that "a person is not disqualified for employment under Section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the

case.” 11 U.S.C. § 1107(b). BRG’s prepetition relationship with the Debtors is therefore not an impediment to BRG’s retention as the Debtors’ post-petition financial advisor.

38. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

39. Further, Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

40. The Debtors submit that approval of the retention of BRG in accordance with the terms and conditions of the Engagement Letter is warranted. As discussed above and in the Butler Declaration, BRG satisfies the disinterestedness standard of section 327(a) of the Bankruptcy Code. BRG has been advising the Debtors prior to the Petition Date and has already expended significant effort assisting the Debtors in preparing for the chapter 11 filing. BRG’s services are needed post-petition to continue to provide expert advice and to enable the Debtors to discharge their duties as debtors in possession.

41. As described above, BRG has extensive experience and an excellent reputation in providing high quality financial advisory services to debtors and creditors in reorganizations, mergers and acquisitions, and other restructurings. BRG has become familiar with the Debtors’ business operations, capital structure, financing documents, and other material information. The Debtors believe that BRG is well-qualified to provide the Services to the Debtors in a cost-effective and efficient manner.

42. For the foregoing reasons, this Court should grant the relief requested in this Application.

NOTICE

43. The Debtors will provide notice of this Application 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 Lender; (h) counsel to the Prepetition Agent; and (i) 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 request that the Court enter the Proposed Order, granting the relief requested herein and any such other relief as the Court deems just and proper.

Dated: March 4, 2025

Respectfully submitted,

**DYNAMIC AEROSTRUCTURES LLC, DYNAMIC
AEROSTRUCTURES INTERMEDIATE LLC AND
FORREST MACHINING LLC**
Debtors and Debtors in Possession

/s/ Eric N. Ellis

Eric N. Ellis

President and Chief Executive Officer

EXHIBIT A

Proposed 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 (LSS)

(Jointly Administered)

Related Docket No.

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF BERKELEY
RESEARCH GROUP, LLC AS FINANCIAL ADVISOR FOR THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively the “Debtors”), for entry of an order pursuant to sections 105(a), 327(a), 328(a), and 1107 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, authorizing the Debtors to retain and employ BRG as their financial advisor, on the terms and conditions of the Engagement Letter, effective as of the Petition Date, and granting related relief; all as more fully set forth in the Application; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 1334 and 157 and the Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court being satisfied, based on the representations made in the Application and the Butler Declaration that BRG is

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 such terms in the Application.

“disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, and that BRG represents no interest adverse to the Debtors’ estates with respect to the matters upon which it is to be engaged, all as more fully set forth in the Application; that BRG is not a “creditor” within the meaning of section 101(11) of the Bankruptcy Code; and any objections to the Application having been resolved or overruled; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Order, therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized to retain and employ BRG as their financial advisor pursuant to Bankruptcy Code sections 105(a), 327(a), 328(a), and 1107, Bankruptcy Rule 2014(a), and Local Rule 2014-1, effective as of the Petition Date, on the terms and conditions set forth in the Engagement Letter and the Application, including, without limitation, the Indemnification Provisions set forth therein, as modified herein.
3. BRG shall file applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any other applicable orders and procedures of this Court.

4. BRG is entitled to reimbursement of actual and necessary expenses, including, subject to paragraphs 5 and 6 hereof, legal fees related to this retention application and future fee applications as approved by the Court.

5. In the event that BRG seeks reimbursement from the Debtors for fees and/or expenses of its attorneys related to its retention or fee applications, the invoices and supporting time records from such attorneys shall be included in BRG's own application; *provided, however*, that BRG shall not seek reimbursement of any fees incurred defending any of BRG's fee applications in these Cases.

6. The terms of the Engagement Letter, as modified herein, are approved and the indemnification, contribution, and reimbursement provisions as set forth therein are approved, subject, during the pendency of these Cases, to the following modifications:

- (a) The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless the indemnification, contribution, or reimbursement is approved by the Court.
- (b) Notwithstanding any provision of the Engagement Letter or Application to the contrary, the Debtors shall have no obligation to indemnify the Indemnified Parties or provide contribution or reimbursement to the Indemnified Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Indemnified Parties' gross negligence, willful misconduct, bad faith, self-dealing, or fraud, (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Parties' contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c) to be a claim or expense for which the Indemnified Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter and Application as modified by this Order.

- (c) If, before the earlier of (i) the entry of a final, non-appealable order confirming a Chapter 11 plan in these Cases, and (ii) the entry of an order closing these Cases, the Indemnified Parties believe they are entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to Indemnified Parties before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.
- (d) Any limitation of liability or limitation on any amounts to be contributed by the parties to the Engagement Letter under the terms of the Engagement Letter shall be eliminated.

7. BRG is hereby authorized to apply the Cash on Account to satisfy any unbilled or other remaining prepetition fees and expenses BRG becomes aware of during its ordinary course billing review and reconciliation. The Cash on Account shall be treated as an evergreen retainer and BRG will maintain the remaining Cash on Account until the conclusion of its representation of the Debtors, at which time BRG will apply the Cash on Account to its final invoices or otherwise return the funds.

8. To the extent BRG uses the services of Contractors in these Cases and seeks to pass through the fees and/or costs of the Contractors to the Debtors, BRG shall: (a) pass through the fees of such Contractors to the Debtors at the same rate that BRG pays the Contractors; (b) seek reimbursement for the actual costs of the Contractors only; (c) ensure that the Contractors are subject the same conflict checks as required for BRG; and (d) file with the Court such disclosures

required by the Bankruptcy Code, Bankruptcy Rules, Local Rules, order of the Court, and applicable law. For a period of three years after conclusion of the engagement, BRG shall not make any investments in the Debtors or the reorganized debtors.

9. During the pendency of these Cases, the arbitration provision in the Engagement Letter shall not be applicable.

10. During the pendency of these Cases, the Fees and Expenses provision of the Engagement Letter shall be revised to provide that the 1% interest per month late charge, weekly billing, and seven (7) day review of invoices will not be applicable.

11. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

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

13. To the extent that there may be any inconsistency between the terms of the Application, the Butler Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

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

EXHIBIT B

Engagement Letter



INTELLIGENCE THAT WORKS

CONFIDENTIAL

December 3, 2024

Via Email

Eric Ellis
Chief Executive Officer
FMI Aerostructures
27756 Avenue Mentry
Valencia, CA 91355

Re: FMI Aerostructures – Financial Advisory Services

Dear Eric:

This letter confirms the engagement of Berkeley Research Group, LLC (“BRG”) to provide financial advisory and consulting services to FMI Aerostructures (“Client”). This letter and any attachments set forth the agreement (“Agreement”) between the parties.

SCOPE OF SERVICES

The scope of services under this engagement shall consist of the following activities (“Services”):

- Support the development of restructuring plans, financing, and strategic alternatives for maximizing the enterprise value of the Client;
- Prepare various financial analyses to support restructuring alternatives, including leveraging the company’s existing weekly cash flow tool to provide liquidity forecasts, and other ad hoc requirements as necessary;
- Provide support to the Client with regard to preparations of First Day Motions relating to a potential Chapter 11 filing;
- Assist Client with the communications and negotiations with various third parties to support restructuring alternatives; and
- Other services as requested or directed by the CEO and agreed to by BRG.
- If a Chapter 11 bankruptcy were to become necessary, assist the Company with activities relating to such bankruptcy including, as appropriate, reporting, administrative requirements and potential testimony to effectuate a Chapter 11 process if requested.

It is understood and agreed that BRG’s Services may include advice and recommendations, but that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of Client.



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FEES & EXPENSES

Client will pay BRG professional fees, which will be based on the actual hours charged at BRG's standard hourly rates, which are in effect when the Services are rendered ("Professional Fees") with fees not to exceed \$50,000 per week for activities relating to contingency planning expected to be completed over the next month or two. Post activities relating to contingency planning, Client will pay BRG professional fees which will be based on the actual hours charged at BRG's standard hourly rates, which are in effect when the Services are rendered. Hourly rates may change in the future from time to time and are typically adjusted each January. BRG's current hourly rates are as follows:

Managing Directors	\$1,095 – \$1,325
Directors & Associate Directors	\$865 – \$1,050
Professional Staff	\$420 – \$850
Support Staff	\$175 – \$375

In addition to Professional Fees, BRG will be reimbursed for direct out-of-pocket expenses including, but not limited to, travel, costs of reproduction, research, communications, computer usage, legal counsel, any applicable sales or excise taxes, and other direct expenses.

BRG will bill for Services every week, typically on the Friday of the week being completed or the following Monday, and will provide customary descriptions regarding the Services rendered. BRG will provide additional details regarding Services rendered upon request by Client. BRG's invoices statements shall be paid within seven (7) days of the invoice date. Client agrees that it will review BRG's invoices upon receipt and will advise BRG of any objection to or dispute with the invoice and the work reflected in the invoice within seven (7) days of the invoice date.

Without liability, BRG reserves the right to withhold delivery of Services, testimony, reports or data (written or oral), or suspend work, if the account on this engagement is not current. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are past due.

Please remit payments by wire to:

Account Name: Berkeley Research Group, LLC

Account No: 8026286672

Bank: PNC Bank, N.A.

ABA No: 031207607

remitadvice@thinkbrg.com

CASH ON ACCOUNT

Initially, Client will forward to BRG the amount of \$100,000, which funds will be held "on account" to be applied to BRG's Professional Fees, charges and disbursements for the engagement (the "Initial Cash on Account"). To the extent that this amount exceeds BRG's fees, charges and disbursements upon the completion of the engagement, BRG will refund any unused portion. Client agrees to increase or supplement the Initial Cash on Account from time to time during the course of the engagement in such amounts as Client and BRG mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Professional Fees, charges, and disbursements to be incurred.



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Upon transmittal of an invoice, BRG may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. Client agrees upon submission of each such invoice to promptly wire the invoice amount to BRG as replenishment of the Initial Cash on Account (together with any supplemental amount to which BRG and Client mutually agree), without prejudice to Client's right to advise BRG of any differences it may have with respect to such invoice. BRG has the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) Client's opportunity to review BRG's invoices.

COMPANY RESPONSIBILITIES

Client agrees that the delivery of Services and Professional Fees charged are dependent on timely and effective cooperation from the Client. Accordingly, Client shall furnish to BRG financial information and other information regarding the business of Client as BRG may reasonably request in connection with the Agreement. Client also represents that information furnished to BRG is accurate and complete at the time it is furnished and agrees to keep BRG advised of developments materially affecting Client or its financial position. Client shall make decisions and take further actions, as Client determines in its sole discretion, relating to any recommendations made by BRG in connection with this Agreement.

BRG shall not make any management decisions on behalf of Client and will not be responsible for Client's decision to pursue, or not to pursue, any business strategy or to implement, or not implement, recommendations made by BRG. As part of the Services, BRG may be requested to assist Client (and its legal or other advisors) in negotiating with Client's creditors and equity holders and with other interested parties. In the event that BRG participates in such negotiations, the representations made and the positions advanced will be those of Client and its management, not BRG or its employees.

CONFIDENTIALITY

BRG shall not disclose any confidential or privileged information to any third party; provided, however, that BRG may disclose confidential or privileged information (a) to BRG's employees, affiliates, vendors or agents who provide Services in connection with this engagement, (b) with Client's written consent, or (c) when legally required to do so. Both parties agree that confidential and proprietary information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to Client. Work papers associated with BRG's consulting Services are the confidential property of BRG.

OWNERSHIP OF DELIVERABLES & DATA

Client acknowledges and agrees that BRG is the sole owner of any deliverables provided in connection with the Services, including, without limitation, all copyrights, trademarks, patents and trade secrets and other intellectual property rights (including, without limitation, goodwill) therein, and all rights attendant thereto. BRG hereby grants to Client a non-exclusive, royalty-free irrevocable right to use the deliverables for its own internal purposes. To the extent that Client wishes to disclose to any third party the work product of BRG, it will so advise BRG prior to such disclosure. BRG may require any third party to execute a non-reliance and release letter acceptable to BRG in form and substance. Further, BRG will not assume, or be deemed to have assumed, any responsibility, obligation or liability to any third party to which any advice, report or other work product is disclosed or otherwise made available.



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Client represents and warrants that Client has any and all necessary right, title, license and authority (including any and all necessary permissions from third-party owners) to transfer to BRG, grant access to BRG or allow BRG to use for the purpose of rendering Services to Client, any and all of the data or other information that Client provides to BRG for such purpose. Client agrees to indemnify BRG against any and liabilities, including liabilities arising from claims brought by third parties and any and all costs of defense, arising from such transfer, access or use.

CONFLICTS OF INTEREST

BRG is engaged by many other companies and individuals. It is possible that some of BRG's past, current or future clients had, have or may have disputes or other matters that are adverse to or may not be consistent with the interests of Client. BRG reserves the right to undertake unrelated engagements during and after this engagement by Client, consistent with BRG's internal policies. BRG will not be required to disclose any such unrelated engagements to Client. BRG will institute procedures to protect the confidentiality of information provided by Client in the course of this engagement.

ARBITRATION

This Agreement shall be interpreted and controlled by the laws of the state of Delaware. Any controversy, dispute, or claim between Client on the one hand and BRG on the other hand of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, ("Claims") shall be resolved at the request of any party to this agreement, by final and binding arbitration, administered either by (a) Judicial Arbitration & Mediation Services, Inc. (JAMS), pursuant to Streamlined Arbitration Rules & Procedures or (b) the American Arbitration Association ("AAA") (with a sole arbitrator) in accordance with its Commercial Arbitration Rules, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal Court having jurisdiction thereof. Any such arbitration shall take place exclusively in Massachusetts. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in any arbitration or litigation brought in connection with this Agreement, as well as reasonable attorneys' fees and costs incurred in appealing or in connection with any action to enforce any judgment entered by the arbitrator in any court having jurisdiction. If a party to any arbitration proceeding filed in connection with this Agreement fails to pay any costs of the arbitration required to be paid by such party in the time required for payment, the arbitrator is authorized to provide an appropriate remedy, including an entry of a default and an arbitration award on the merits against such party.

INDEMNITY & LIMITATION OF LIABILITY

Client agrees to indemnify and hold harmless BRG against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements including, without limitation, defending any action, suit, proceedings or investigation (whether or not in connection with proceedings or litigation in which BRG is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of BRG or any Services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding BRG directly liable for gross negligence or willful misconduct. These indemnification provisions extend to the members, principals, employees, representatives, agents, counsel and affiliates of BRG.



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The parties shall not be liable to each other for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

Notwithstanding the indemnification and any other terms of this Agreement, the parties shall not be liable to each other for any consequential, incidental, special or punitive damages, nor shall BRG be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of Services hereunder.

TERMINATION

Client or BRG may terminate this engagement upon seven (7) days' written notice. In the event the engagement is terminated prior to the completion of Services, Clients agrees to pay BRG for all Professional Fees and expenses incurred through the termination date.

OTHER TERMS

In the event BRG is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to engagements for Client in judicial or administrative proceedings to which BRG is not a party, Client shall reimburse BRG at standard billing rates for all professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

Client will only use any advice, report or work product produced under this engagement for making its own internal business decisions. Client will solely rely on its own analysis and review to make any investment or other business decision. BRG will not render an assurance report or assurance opinion as part of this engagement, nor will the Services constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the Services or any report will constitute any legal opinion or advice, nor will the Services or any reports constitute a fairness opinion, investment or accounting advice. BRG will not conduct a review to detect fraud or illegal acts, nor will BRG render any opinion as to the fairness or advisability of any proposed transaction. In addition, Client acknowledges that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by BRG as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report issued by BRG. Client will not use the report or work product under this engagement for any use beyond the use set forth in this letter.

Unless otherwise explicitly stated, all provisions of this Agreement shall survive the expiration or termination of this engagement. Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This engagement letter and its terms and conditions constitute the entire Agreement between BRG and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

* * * *




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This Agreement may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document.

Sincerely,

By 
Bob Duffy, Managing Director

Dated 12/9/24

AGREED AND ACCEPTED:

FMI Aerostructures

By 
Eric Ellis, Chief Executive Officer

Dated 12/3/2024

EXHIBIT C

Butler Declaration

**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)

**DECLARATION OF BOB BUTLER IN SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
BERKELEY RESEARCH GROUP, LLC AS FINANCIAL ADVISOR FOR THE
DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

I, Bob Butler, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury as follows:

1. I am a Managing Director of Berkeley Research Group, LLC ("BRG"), a professional services firm, with numerous offices throughout the country. I am duly authorized to make this declaration (the "Declaration") on behalf of BRG. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as witness, I could and would testify thereto.²

2. I submit this Declaration in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Berkeley Research Group, LLC as Financial Advisor for the Debtors, Effective as of the Petition Date* (the "Application").³

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 Certain of the disclosures set forth herein relate to matters within the knowledge of other Directors and Managing Directors at BRG and are based on information provided by them.

³ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

BRG'S QUALIFICATIONS

3. BRG's Corporate Finance practice consists of senior financial, management consulting, accounting, and other professionals who specialize in providing restructuring, transaction advisory, litigation support, solvency, and valuation assistance and providing a focus on viable solutions that maximize value for companies and creditors, typically in distressed business settings. BRG serves troubled companies, debtors, and secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements similar to the Debtors in the State of Delaware and elsewhere. BRG professionals have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and working with management teams and boards of directors of large companies facing financial challenges similar to those of the Debtors. Moreover, the professionals at BRG have assisted and advised debtors, independent boards, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including Sientra, Inc.; Liberty Power Holdings, LLC; Kidde-Fenwal, Inc.; ViewRay, Inc.; Borden Dairy Company; Foresight Energy, LP; Desolation Holdings LLC (a.k.a. Bittrex); WeWork Inc.; GDC Technics, LLC; Proterra Inc; Aluminum Shapes, L.L.C.; Gissing North America, LLC; Molycorp Inc.; M&G USA Corporation; Briggs & Stratton Corporation; CBL & Associates Properties, Inc.; Voyager Digital Holdings, Inc.; Genesis Global Holdco, LLC; Brazos Electric Power Cooperative, Inc.; The Hertz Corporation; Neiman Marcus Group Ltd LLC; RentPath Holdings, Inc.; Verity Health System of California; Peabody Energy Corporation; EYP, Inc.; Cashman Equipment Corp.; and Nortel Networks Inc.

4. In December 2024, BRG began providing financial advisory and consulting services to the Debtors pursuant to the Engagement Letter. Both prior to the formal execution of the Engagement Letter and subsequent thereto, BRG developed an in-depth understanding of the

Debtors' financial history, business operations, and the industry in which the Debtors operate. BRG has worked closely with the Debtors' management and other professionals since it was engaged and has become well-acquainted with the Debtors' operations, debt structure, creditors, business, and related matters. Accordingly, BRG has developed significant relevant experience regarding the Debtors that will assist BRG in providing effective and efficient services in these Cases.

SERVICES TO BE RENDERED

5. A summary of the services the BRG Personnel expect to perform during the course of their retention to support and assist the Debtors throughout the chapter 11 process is set forth below:⁴

- (a) In consultation with management of the Debtors, develop and implement a chosen course of action to preserve asset value and maximize recoveries to stakeholders;
- (b) Oversee the activities of the Debtors in consultation with other advisors and the management team to effectuate the selected course of action;
- (c) Assist the Debtors and their management in developing cash flow projections and related methodologies, manage liquidity, and assist with planning for alternatives as requested by the Debtors, including DIP budget development and sizing;
- (d) Assist the Debtors in operating in a chapter 11 bankruptcy proceeding, including negotiations with stakeholders, to preserve and maximize value;
- (e) Assist the Debtors and its other professionals with effectuating a chapter 11 section 363 sale process and related matters;
- (f) Assist as requested by management in connection with the Debtors' revision of their business plan, and such other related forecasts as may be required by creditor constituencies in connection with negotiations;

⁴ The summaries of the terms of the Engagement Letter in this Application are provided for purposes of convenience only. Certain of the work streams outlined in the Engagement Letter were completed prior to the Petition Date or superseded by the filing of these Cases. In the event of any inconsistency between the summaries contained in this Application and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter control unless otherwise set forth in this Application or the order approving same.

- (g) Assist with the preparation of statements of financial affairs and schedules of assets and liabilities
- (h) To the extent reasonably requested by the Debtors, offer testimony before the Court and participate in depositions, including by providing deposition testimony related thereto; and
- (i) Provide such other services as mutually agreed upon by BRG and the Debtors or as otherwise set forth in the Engagement Letter.

6. It is necessary for the reorganization efforts of the Debtors that the Debtors employ BRG to render the foregoing professional services. The Debtors are requesting authority to retain BRG to provide such independent financial advisory services as are necessary during the pendency of these Cases.

NO DUPLICATION OF SERVICES

7. The services that BRG will provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates. BRG's Services will not duplicate the services that other professionals will be providing to the Debtors in these Cases and the Debtors have approved a delineation of responsibilities between professionals to achieve case efficiencies and avoid duplication of efforts. Specifically, BRG will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other professionals to avoid the unnecessary duplication of services.

USE OF CONTRACTORS

8. Notwithstanding anything in this Application to the contrary, BRG shall, to the extent that it uses the services of independent contractors or subcontractors (the "Contractors") in these Cases, (i) pass-through the cost of Contractors to the Debtors at the same rate that BRG pays the contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (iv) file with the Court such disclosures required by Bankruptcy Rule 2014.

INDEMNIFICATION

9. As a material part of the consideration for which BRG has agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions set forth in the Engagement Letter (the “Indemnification Provisions”). The Indemnification Provisions provide that the Debtors shall indemnify and hold harmless BRG, its members, principals, employees, representatives, agents, counsel, and affiliates (collectively, the “Indemnified Parties”) from and against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses, and disbursements including, without limitation, defending any action, suit, proceedings, or investigation (whether or not in connection with proceedings or litigation in which any of the Indemnified Parties is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of BRG or any Services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding such Indemnified Party directly liable for bad faith, gross negligence or willful misconduct.

10. The Debtors and BRG believe that the indemnity is customary and reasonable for engagements of this type and should be approved.

11. The terms and conditions of the indemnity were negotiated by the Debtors and BRG at arm’s length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require BRG’s services to successfully navigate these Cases.

DISINTERESTEDNESS OF PROFESSIONALS

12. In connection with the preparation of this Declaration, BRG⁵ undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, BRG obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these Cases (collectively, the “Potential Parties in Interest”). Accordingly, we are relying on the accuracy and completeness of this information in connection with our conflict review and disclosure. A listing of the Potential Parties in Interest can be found on **Schedule 1** attached to this Declaration. BRG’s internal conflict check procedures consist of the querying of the Potential Parties in Interest within an internal computer database containing names of individuals and entities that are present or former clients of BRG. The database that BRG queries to determine its lack of conflicts and disinterestedness incorporates the names of individuals and entities that are present and former clients both of BRG and all of its affiliates, subsidiary, and parent entities. Additionally, new matters are circulated to all Directors and Managing Directors of BRG with a request to review and advise of any potential conflict of interest concerns. All responses are reviewed and addressed by an attorney on BRG’s conflicts team.

13. Based on the results of its review, completed under my supervision, BRG does not have a relationship with any of the parties listed in **Schedule 1** in matters related to these proceedings. As set forth in **Schedule 2** which is attached hereto, BRG has relationships with certain Potential Parties in Interest in these Cases, but such relationships are unrelated to either the Debtors or these Cases.

⁵ All disclosures herein pertaining to relationships with the Potential Parties in Interest (as defined below) or other elements of BRG’s disinterestedness encompass both Berkeley Research Group, LLC and its affiliate, subsidiary, and parent entities.

14. In an abundance of caution, BRG discloses that Berkeley Research Group, LLC is an indirect wholly owned subsidiary of Berkeley Research Group Holdings, LLC (“Holdings”), and its principal operating subsidiary. Holdings does not have a control investor, its largest equity holders are affiliates of Endeavour Capital (a private equity firm), and David J. Teece, the founder and executive chairman. The board of managers of Holdings has the following members: David Teece, Tri MacDonald, Robert Duffy, Kevin O’Brien, Leland Jones, John von Schlegell, and Harriet O’Neil. Messrs. Jones and von Schlegell are Endeavour Capital partners.

15. To the best of my knowledge, information and belief, neither I, nor BRG, nor any of the BRG Personnel, have any connection with or hold any interest adverse to the Debtors, their estates, creditors, shareholders, or any other party in interest herein or their respective attorneys in the matters for which BRG is proposed to be employed, except that BRG has provided other consulting services, and may in the future provide such services, to certain of the Debtors’ creditors or other Potential Parties in Interest in matters unrelated to the Debtors’ Cases. To the best of my knowledge, no services have been provided to these Potential Parties in Interest in matters materially relating to these Cases or which involve their rights in the Debtors’ Cases, nor does BRG’s involvement in these Cases compromise its ability to continue such consulting services.

16. BRG is not employed by, and has not been employed by, any entity other than the Debtors in matters related to these Cases, except as described herein. In particular, prior to the Petition Date, BRG provided professional services to the Debtors.

17. Further, as part of its diverse practice, BRG appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, investment bankers, and financial consultants, who may represent claimants and parties in interest in these Cases. Also, BRG has in the past, currently, and may in the future, be

represented by several attorneys and law firms, some of whom may be involved in these Cases. In addition, BRG has in the past, is currently, and will likely in the future be engaged in matters, unrelated to the Debtors or these Cases, in which it works with or against other professionals involved in these Cases. Moreover, BRG might have referred work to other professionals who are retained in these Cases. Likewise, certain such professionals who are retained in these Cases might have referred work to BRG. Based on BRG's current knowledge of the professionals involved, and to the best of my knowledge, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships create an interest materially adverse to the Debtors in matters upon which BRG is to be employed, and none are in connection with these Cases.

18. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, and except as set forth herein, neither I nor any of the BRG Personnel (a) have any connection with the U.S. Trustee, or any employee in the U.S. Trustee's office or (b) are related or connected to any United States Bankruptcy Judge for the District of Delaware, except as otherwise set forth herein.

19. To the best of my knowledge, BRG is not a "creditor" of the Debtors within the meaning of section 101(1) of the Bankruptcy Code. Further, neither BRG, nor any of the BRG Personnel, to the best of my knowledge, is a holder of any of the Debtors' outstanding debt instruments or shares of the Debtors' stock. It is possible that certain BRG employees, managing directors, board members, equity holders, or affiliates of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments including bank loans and other obligations. Typically, the holders of such interests have no control

over investment decisions related to such investment funds or financial instruments. BRG's policy prohibits its employees from personally trading in the Debtors' securities.

20. As such, to the best of my knowledge, BRG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that BRG:

- (a) is not a creditor, equity security holder, or insider of the Debtors;
- (b) is not and was not an investment banker for any outstanding security of the Debtors;
- (c) has not been, within three years before the date of the filing of the Debtors' chapter 11 petitions, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors; and
- (d) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

21. In addition, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, BRG, and its Managing Directors and Directors, neither hold nor represent an interest adverse to the Debtors within the meaning of section 327(a) of the Bankruptcy Code.

PROFESSIONAL COMPENSATION

22. As set for the in the Fee and Expense Structure, and the Application, fees are based on BRG's standard hourly rates. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the professionals and paraprofessionals who provide services to the Debtors. The hourly rates charged by BRG for the services provided by its personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. To the extent BRG requires services of its international divisions or personnel from specialized practices, the

standard hourly rates for that international division or specialized practice will apply. Hourly rates are subject to periodic adjustment (typically annually) to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. The current standard hourly rates, for BRG Personnel that are expected to work on this engagement are as follows:⁶

Position	Hourly Rate
Managing Directors	\$1,140 - \$1,395
Associate Directors & Directors	\$900 - \$1,100
Professional Staff	\$445 - \$885
Support Staff	\$185 - \$395

23. BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. Hourly rates may change in the future from time to time and are typically adjusted annually. Rate changes will be noted on the invoice for the first time period in which the revised rates become effective.

24. In addition to compensation for professional services rendered by the BRG Personnel, BRG also will be entitled to reimbursement for its reasonable costs and expenses incurred in connection with these Cases, including, but not limited to, reasonable travel expenses (including lodging expenses and business meals), costs of reproduction, research, communications, our legal counsel, any applicable sales or excise taxes, and other direct expenses.

⁶ The ranges herein are for BRG professionals in the Corporate Finance practice group who may practice in bankruptcy and non-bankruptcy related matters. They exclude BRG professionals in other industry practice groups who may also provide specialized services in these Cases. To the extent such other professionals provide services, they will charge their standard hourly rates as they would in non-bankruptcy matters.

Internal costs or overhead cost and document production services (including regular secretarial and word processing time) will not be charged for separately.

25. BRG will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses, except in the case of legal fees pertaining to any fee defense) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than the instant matter, as a result of BRG's performance of these services.

26. In the 90 days prior to the Petition Date, the Debtors paid BRG \$508,033.50 for professional services performed and expenses incurred. The Debtors also paid BRG \$101,000.00 in cash on account (the "Cash on Account") which BRG holds in retainer, pursuant to the terms of the Engagement Letter. As of the Petition Date, no amounts remained outstanding with respect to the invoice(s) issued by BRG.

27. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, BRG may have incurred, but not invoiced, fees and reimbursable expenses that relate to the prepetition period. BRG intends to apply such amounts against the Cash on Account. As agreed with the Debtors, the remainder of the Cash on Account will be held as a general retainer as security for post-petition services and expenses.

28. The Debtors and BRG have agreed that any portion of the Cash on Account not used to compensate BRG for its prepetition services and reasonable and documented out-of-pocket expenses will be held and applied against its final post-petition billing and will not be placed in a

separate account. Upon the termination of BRG's engagement, BRG will return any unused portion of the Cash on Account to the Debtors.

29. Regardless of the time and manner of interim compensation, BRG understands that, subject to this Court's orders, BRG will be required to follow the procedures for final allowance of fees at the end of the Cases.

30. No promises have been received by BRG, nor any employee thereof, as to payment or compensation in connection with these Cases other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees has entered into an agreement or understanding to share compensation with any other entity as described in Bankruptcy Code section 504 and Bankruptcy Rule 2016.

31. To the extent that BRG discovers any additional facts or information bearing on matters described in this Declaration that require disclosure during the period of the Debtors' retention of BRG, I will file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 4, 2025

/s/ *Bob Butler*

Bob Butler

Berkeley Research Group, LLC

Schedule 1

List of Potential Parties in Interest

Debtors

Dynamic Aerostructures Intermediate LLC
Dynamic Aerostructures LLC
Forrest Machining LLC

Current and Former Directors and Officers

Derek Eve
Eric Ellis
General Merrill McPeak
John Weyers
Leland Jones
Michael Zawalski
Steve Finley
Theresa Johnson
Tim Mickael

Equity Holders

Endeavour Capital Fund VIII, L.P.
Endeavour Executive Fund VIII, L.P.
General Merrill McPeak
Grande Kinder Trust
Jill Winkler
John Weyers
Michael Zawalski
NS Honeymoon Trust
Sevak Piry
Tim Mickael

Debtors' Restructuring Professionals

Berkeley Research Group, LLC
C Street Advisory Group, LLC
Chipman Brown Cicero & Cole, LLP
Configure Partners, LLC
Ropes & Gray LLP
Verita Global, LLC

Banks

Bank of America N.A.
BMO Bank N.A.

Lenders, Trustees, Agents, and Other Secured Parties

BMO Bank N.A.
CDS (Complete Document Solutions)
CRG Financial LLC
Dell Financial Services LLC
Ford Motor Credit Company
Global Finance Group, Inc.
Leaf Capital Funding, LLC
Mitsubishi HC Capital America
USbank (IOTEC)

Restructuring Professionals for Lenders, Trustees, Agents, and Other Secured Parties

Ernst & Young US LLP
Katten Muchin Rosenman LLP
King & Spalding LLP
Womble Bond Dickinson (US) LLP
Young Conaway Stargatt & Taylor, LLP

Ordinary Course Professionals

Brewer & Tominaga LLP
Hackler Flynn & Associates, APC
Hedman Partners LLP
McDermott & Bull
Myers Widders Gibson Jones & Feingold LLP
Orrick, Herrington & Sutcliffe LLP
RSM US LLP

Insurance Providers, Brokers, and Benefits Administrators

Allied World Surplus Lines Insurance Company
American Fidelity Assurance Company
Anthem Blue Cross Blue Shield
Arthur J. Gallagher Risk Management Services LLC
At-Bay Specialty Insurance Company
Chubb Group of Insurance Company
Federal Insurance Company
Hartford Fire Insurance Company

Insurance Company of the West
National Union Fire Insurance Company
UnitedHealth Group

Vendors & Contract Counterparties

194 Consulting Solutions
3M Technical Ceramics Inc.
A & M Welding Inc.
A Tech Authority Inc.
A&A Aerospace Inc.
A&S Metal Recycling, Inc
A.M. Castle and Company West
A.N. Deringer Inc.
AA Mar
AAA Plating & Inspection Inc.
Abrasive Finishing Company
Accupost Corporation
ACE Clearwater Enterprises Inc.
Ace Paper
Acromil Corporation
ACT Aerospace
Active Fasteners & Supply Inc.
ActiveCyber
Adept Fasteners
Adobe Creative
Advanced Technology Company Inc.
Aero Chip Inc.
Aero Technology Company
Aerocraft Heat Treating Company Inc.
Aerodyne Alloys LLC
Aerospace Multi-Axis Machining
Aerospace Process Distribution
Aerospace Technology
Aerotech Precision Machining
Air Components Inc.
Aircraft Crating Inc.
Aircraft X-Ray Laboratories Inc.
Airgas, Inc.
Alatec, Inc.
Alco Service and Supply Company
All Metals Processing Inc.
All Power Manufacturing Inc.
All Valley Hose & Industrial Supply
All World Machinery Supply
Alloy Machining Services, Inc.
Alloy Processing Inc.

Alltech Precision Manufacturing
Alta Foodcraft Refreshment Service
Altemp Alloys LLC
Aluminum Precision Products Inc.
Amamco Tool
Amazon.com
American Abrasive & Tool Inc.
American Aerospace Material Inc.
American Aircraft Products, Inc.
American Fiber & Finishing, Inc.
American Gear Manufacturing Company
American Handforge
American Lift & Equipment Inc.
American Rotary Tools Company
AMI Metals Inc.
Amtek LLC
Angeles Steel Services
Anodyne Inc.
Applied Tool and Supply Inc.
Arconic Corporation
Arlington International Aviation Products
Arro-Jet Engineering & Consulting
Arrow Thompson Metals Inc.
Arrowhead Engineering
ASK Corporation
Aspen Management Company
Associated Concrete Products Inc.
Associates Leasing Inc.
Astro Aluminum Treating Company Inc.
Astro Cut Engineering
Astromatic Inc.
Atlantic Mutual Company
Atlas Testing Laboratories Inc.
Aurora Bearing Company
Aurora Casting and Engineering Inc.
Automatic Data Processing Inc.
Avibank Manufacturing Inc.
Barnes Aerospace Inc.
Bellis Steel Company Inc.
BJG Electronics Inc.
Bluestreak Aerospace
Bodycote plc
Bonelli's Sandblasting
Borrmann Metal Center
Bourdela's Grinding Company Inc.
Bowman Plating Company Inc.

BRALCO Metals, Inc.
 BrightView Landscape Services Inc.
 Burbank Steel Treating Inc.
 Busby Metals Inc.
 Butler Compressor & Spray Equipment Co.
 C A C Deburring Corporation
 C&G Enterprise
 C&H Hydraulics Inc.
 C3 Complete
 CAD Manufacturing Inc.
 California Broach Company
 California Cooling & Consulting LLC
 California Drop Forge Inc.
 California Hobby Distributors
 California Technical Machining
 California-Sierra Transformer Inc.
 Canyon Crane Service
 Carlton Forge Works Inc.
 Carr Lane Manufacturing Company
 Cascade Industrial Services Corporation
 CBC Cleaning and Construction Inc.
 CBT Nuggets, LLC
 CCC Steel Inc.
 CDW Computer Centers Inc.
 Cena & Sons Manufacturing Company
 Century Machinery Company Inc.
 CERTEX USA
 Certified Steel Treating Corporation
 City Plating and Metal Finishing LLC
 Clark & Wheeler Engineering
 Click Bond Inc.
 CNC Signs
 CNC Surgeon Inc.
 Coast Plating Inc.
 Coastal Video Communications Corporation
 College of the Canyons Employee Training
 Institute
 Command Tooling Systems
 Complete Document Solutions
 Compmedix LLC
 Computerized R&D
 Connell Processing Inc.
 Continental Forge Company
 Continental Heat Treating Inc.
 COR Aircraft Supply
 Cortez Industrial CNC Repair

Craftech Metal Forming Inc.
 Craig Numerical Control Programming
 Creative Solutions
 Creform Corporation
 Crown Lift Trucks
 Custom Manufacturing Services, Inc.
 Custom Metal Fabrication
 Cybercut Precision Machining
 Cygnus Inc.
 D.A. Stuart Co.
 Dasco Engineering Corporation
 Daymark Ltd.
 Decisive Testing Inc.
 Delafield Corporation
 Dell Technologies Inc.
 Deltek, Inc
 Denson Sales Co.
 Dieform LLC
 Digital Services Company
 Dillon Aircraft Deburring Inc.
 Dillon-Quality Plus Inc.
 Dion & Sons Inc.
 DiscountShopTowels.com
 Dixie Aerospace Inc.
 DLX Company
 Docusign Inc.
 DOX Calibration Inc.
 DreamHost
 Duhig & Company Inc.
 Durkee Testing Laboratories Inc.
 Eagle Cutting & Supply LLC
 Eagle Eye Calibration Labs Inc.
 Earle M. Jorgensen Company
 Eci Software Solutions Inc.
 Ecolab Inc.
 Edwards Lapping Company
 Element Materials Technology
 Embee Processing LLC
 EME Inc.
 Engineered Ceramics
 EnMark & Associates Ltd.
 Enterprise Holdings Inc.
 Environmental Help Inc.
 EOF Furniture Works
 ETA Global Inc.
 EVJ Machine LLC

Evoqua Water Technologies Corporation
 Excel Aerospace Supply Inc.
 Exostar LLC
 Expo Propane
 Falcon Manufacturing Corporation
 Farrar Aerospace LLC
 Fatigue Technology Inc.
 Federal Express Corporation
 Ferro Union Company
 FGL Environmental Inc.
 Fine Quality Metal Finishing Inc.
 First Aid Direct of L.A. Inc.
 First Care Occupational Medical Group
 First Choice Machinery Service Inc.
 Fisher Scientific International Inc.
 Fives Machining Systems Inc.
 Flexi-Liner Corporation
 Fluid Tech Hydraulic Services
 FLW Inc.
 Fontal Controls Inc.
 Fortinet Inc
 Freshworks Inc
 Fry Steel Company Inc.
 FTI Services
 Fuchs Lubricants Co.
 G & G Machinery
 G & M Grinding
 G Target Manufacturing Group Inc.
 GBM Sales
 Gerhardt Gear Company Inc.
 GKN Aerospace Services Ltd.
 Global Crating Inc.
 GoDaddy Inc
 Golden West Security Inc.
 Goldenwest Manufacturing Inc.
 Gosiger Inc.
 GoToMyPC
 GracoRoberts
 GreatAmerica Financials Services
 Greatglass LLC
 GROB Systems Inc.
 GSR Technical Sales
 Guhring Inc.
 GW Richardson Heating & Air
 Conditioning Inc.
 H2O Fire Protection Inc.

Hadco Metal Trading Company LLC
 Hames Machine Products
 Harvey Titanium Rolled Prod.
 Helen Rose Studio
 Hexagon AB
 Hexagon Metrology
 High Performance Alloys Inc.
 High Temp Metals
 Highland Plating Company Inc.
 HITCO Carbon Composites Inc.
 Hixson Metal Finishing
 Home Depot Credit Services
 Howmet Global Fastening Systems Inc.
 HRM Machine Inc.
 Hydro-Jet Abrasive Machining
 Hydromach Inc.
 Hyrize LLC
 Hy-Speed Machining Inc.
 IAPMO Research And Testing Inc.
 Imagine That
 Inceptra LLC
 Independent Measurements
 Industrial Steel Treating Company
 Industrial Technical Services Inc.
 Infinity Precision Inc
 Information Professionals Association
 Ingersoll Cutting Tool Company
 Innovative Machining LLC
 InspectionXpert Corporation
 Instrumart
 Insurance Company of the West
 Integral Parts Machining Company
 Integral Products Inc.
 International Computer and
 Communications Inc.
 Intrinsic Marks International LLC
 J.G. Hot Heading Fasteners
 Jack X Change
 Jamaica Bearings Company Inc.
 Jamar Packaging Inc.
 Jarecc Company Inc.
 Jarnagan & Son
 JD2 Inc.
 Jetroc Engineering
 JJ's Hone Shop
 JNC Josett Heating & Cooling

John Montilepre Ent.
 John Murray Plumbing
 Johns Manville
 Johnson Controls Security
 Jorgensen Forge Corporation
 Kamatics Corporation
 Kennametal Inc.
 Kennedy Manufacturing Company
 Kilsby Roberts Company
 Kinnen Supply
 Kirkhill Inc.
 Kluber Lubricatons N.A.
 Knight Industrial Supply Inc.
 Kropp Forge
 Kubo
 L & H Engineering
 L & M Precision Inc.
 Laird Technologies Inc.
 Laminated Shim Company Inc.
 Lamsco West Inc.
 Landsberg Orora
 Lanic Aerospace
 Larry A. Burkley
 Laser Label Technologies
 Laser Measurement Services Inc.
 Laser Options Inc.
 Lasers Inc.
 Laurel Sheet Metal Products Inc.
 Lawrence Patterson
 Lawrence Ripak Company
 Lean Manufacturing Group LLC
 LeFiell Manufacturing Co
 LensCrafters
 Leon Mendoza Trucking
 LHB Industries Inc.
 Lindberg Corporation
 Linde Gas & Equipment
 Lopez Burr-Bench
 Lou Harris Industrial Tools
 Luminescent Systems Inc.
 M & C Manufacturing Company
 M & E Precision Machining Company
 M&M Fasteners Supply Inc.
 M.F. Services Inc.
 Mac Tools
 Madden Machine Works

Magnaplate
 Maintech Inc.
 Maintenance Technologies Inc.
 Marking Methods Inc.
 Marpla Engineering
 Marshall Tool & Supply Inc.
 Martinelli's Office Machines
 Master Research & Manufacturing Inc.
 Max Industries Inc.
 Mayday Manufacturing Company Inc.
 McLaughlin Industrial Distributors Inc.
 McMaster-Carr Supply Company Inc.
 Medina's Blanchard & Double Disc
 Grinding LLC
 Melkes Machine Inc.
 Merchants Centralized
 Merco Manufacturing Company
 Mercury General Corporation
 Mesco Modern Engineered Services
 Metal Cutting Service
 Metal Improvement Company, LLC
 Metal Surfaces Inc.
 MetalCenter Inc.
 Metals Aerospace International
 Micro Quality Calibration, LLC
 Mid-State Aerospace Inc.
 Mike's Tire Man Inc.
 Milcom Aerostructures LLC
 Miracle Tools America LLC
 Mistras Group Inc.
 Mitchell Laboratories Inc.
 Monlan Group
 Morrell's Electro Plating Inc.
 Mosier Fluid Power
 Motion Industries Inc.
 MS Inserts & Fasteners Corporation
 MSC Industrial Supply Company Inc.
 Mulgrew Aircraft Components Inc.
 Multax Systems Inc.
 Myersville Machine & Rigging Company
 Nasa Ames Research Center
 National Technical Systems
 NC Dynamics Inc.
 NDT Metrics Inc.
 NDT Systems Inc.
 Net-Inspect

New Hampshire Ball Bearings Inc.
 Nobletek LLC
 NS Manufacturing
 NSK Corporation
 Nu-Tech Industrial Sales Inc.
 On the Road Again
 Ong Group LLC
 Orange County Broaching Inc.
 Orange County Industrial Plastics
 Orange County Materials Test Laboratory
 Orange Hydraulics Inc.
 Orbital Sciences Corporation
 Ortiz Tool LLC
 Pacific Aerodyne
 Pacific Oil Company
 Packaging Systems Inc.
 Paragon Metals LLC
 Parisi Services Inc.
 Particle Reduction Service
 Patriot Sensors & Control Corporation
 Paylocity Corporation
 PB Fasteners
 PBB USA Inc.
 PCC Structurals Inc.
 Pervan Industries
 Petersen Inc.
 Pierce Spafford Metals Company
 Pillar Precision
 Pioneer Broach Company
 Pitt Auto Electric Company
 Plasma Technology Inc.
 Plas-Tech Resources Inc.
 PlastiFab Inc
 Pollution Control Specialists
 Poly-Metal Finishing Inc.
 Polyrock Equipment Company Inc.
 Ponam Precision Gages
 PPG Industries Inc.
 Prairie Ceramics Corporation
 PRC - Desoto International Inc.
 Precision Aerospace Corporation
 Precision Deburring Enterprises Inc.
 Precision Instrument Correction Inc.
 Premco Forge Inc.
 Premier Printer Maintenance
 Pride Plating Inc.

Pro Coatings
 Process Fab Inc.
 Professional Plastics
 Professional Quality Non-Destructive Test
 Programming Specialties
 Progressive Alloy Steels Unlimited
 Protocast JLC
 Prudential Overall Supply
 PTSolutions
 QMI Inc.
 Quadient Finance USA Inc.
 Quadrant Automated Services Inc.
 Quality Aluminum Forge LLC
 Quality Control Company
 Quality Forming Inc.
 Quality Tech Manufacturing Inc.
 Quality Turning Inc.
 Quantum Enterprises
 Quill Corporation
 R.S. Hughes Company Inc.
 RAH Industries Inc.
 RAND North America
 RBC Bearings Inc.
 ReadyRefresh
 Reliance Steel & Aluminum Company
 Richmond Aircraft Products Inc.
 Rickard Metals Inc.
 RJ's Work Boots LLC
 RMI Titanium Company LLC
 RMK Trucking LLC
 Rockwell International Corporation
 Rohr Inc.
 Ron Partain Company
 Royal Wholesale Electric
 RS Americas Inc.
 RTI Advanced Forming Inc.
 Rubatex Corporation
 Rubbercraft Company
 Rutland Tool & Supply Company
 RVP Industries
 S.L. Fusco Inc.
 Safety-Kleen Inc.
 Sage IT Inc
 Sager Electronics Supply Company
 Sahar Laser & Welding Inc.
 Salomon Mena

Samuel Airport Metals
 Santa Clarita Bearing Company
 Saratech
 Scepko Tube Swaging & Machining
 Schaeffer Manufacturing Company
 Schienke Products Inc.
 Scicon Technologies
 Seal Science Inc.
 Selco Products Company Inc.
 Service Steel Aerospace Corporation
 Servo Products Company
 SeyTec Inc.
 Shaw Precision Grinding
 Shelton Industrial Pattern Inc.
 Shercon Inc.
 Shop Floor Automations Inc.
 Shultz Steel Company
 Sid Street
 Siemens Corporation
 Sierra Alloys Company
 Sierra Pacific Supply Company Inc.
 Simi Tool Repairs
 SMBC MANUBANK
 SNK America Inc.
 SoCal Pump and Vacuum
 Solar Atmospheres of San Diego
 Sonic Testing & Engineering
 SonicWall, Inc
 Southwest United Industries
 Spacetron Titanium Chambers Inc.
 Spectraforms
 Standard Diamond Inc.
 Steel Services Company
 Stellex Bandy Machining Inc.
 Stretch Forming Corporation
 Stroud Systems Inc.
 Sumikin Bussan Aerospace Metals
 Summer Systems Heating & Air
 Conditioning
 Summers Press
 Sunshine Metals Inc.
 Sunvair Aerospace Group
 Superior Engineering
 Superior Metal Stripping Company
 Swiss Precision Instruments
 T&S NC Programming Service

Tail Light LLC
 Take Care Health Plan
 Techmet Carbides Inc.
 Tecnara Tooling Systems Inc.
 Temptrak Personnel Agency
 Terry French Landscaping
 Textron Financial Corporation
 The Dyer Company
 The E. Jordan Brookes Co. Inc.
 The Fitting Source Inc.
 The Hartford
 The Machine Group
 Thomas Triffet Inc.
 thyssenkrupp Materials Services GmbH
 Timet
 Tiodize Company Inc.
 Titanium Distribution Services Inc.
 Titanium Industries Inc.
 Titanium Services Inc.
 Titanium Specialties Inc.
 TMX Aerospace
 Tooling & Equipment Inc.
 Toyo Carriers Manufacturing Company Ltd.
 Toyota Commercial Finance
 Toyota Material Handling Solutions
 Tradco Inc.
 Trans World Alloys Company
 Trans-Pacific Aerospace Company Inc.
 Trident Company
 Triplett Corporation
 Triumph Group
 Tube Service Company Inc.
 Tuffer Manufacturing Company
 TW Metals Inc.
 Twinstar Machining
 U.S. Bank Equipment Finance
 Udash Inc.
 Uline Inc.
 UMM Electronics Inc.
 Unified Manufacturing Inc.
 UnifyHR LLC
 Union Aircraft Company Inc.
 unipoint Software Inc.
 United Imaging Inc.
 United Technologies Hamilton Standard
 Unity Engineering Inc.

Universal Alloy Corporation
 Universal Metals
 US Equipment Industrial
 Vac-Hyd Los Angeles
 Valence Surface Technologies
 Valencia Gundrill
 Valencia Welding Company
 Valenite Inc.
 Valley Engravers
 Valley Seal Company
 Vega Manufacturing Group Inc.
 Vericut (CGTech)
 Verified Processing
 Verisurf Software, Inc.
 Versaform Corporation
 Vibra Finish Company USA
 Vibra-Sonic Deburring
 Vi-Cal Metals
 VMware LLC
 W L Gore & Associates Inc.
 W. W. Grainger Inc.
 W.S. Wilson Corporation
 W.S.Dodge Oil Company Inc.
 Walker Brothers Machinery Moving Inc.
 Walter Grinders Inc.
 Walter USA Inc.
 Wave Communications Inc.
 Waygate Technologies USA LP
 Weber Metals Inc.
 Webroot Inc.
 Weldology
 Wesco Aircraft Hardware Corporation
 Western Aeromedical Consortium
 Western American
 Western Gage Corporation
 Westlake Grinding Service
 Westmoreland Mechanical Testing &
 Research Inc.
 Wex Bank
 Wind Craft Manufacturing
 Wire Cut Company Inc.
 World Wide Honing Inc.
 Wright's Supply Inc.

Stalking Horse Purchaser and Professionals

Avem Partners
 FMI Holdco LLC
 Troutman Pepper Locke LLP

Landlords

Rexford Industrial – 27712 Avenue Mentry,
 LLC
 Rexford Industrial – 27756 Avenue Mentry,
 LLC

Major Customers

Blue Origin Enterprises
 Lockheed Martin Aeronautics Company
 Mammoth Freighters LLC
 Northrop Grumman Corporation
 Space Exploration Technologies Corp.
 Spirit AeroSystems, Inc.
 The Boeing Company

Top 30 Unsecured Creditors

A&A Aerospace Inc.
 Adept Fasteners
 Aircraft Crating Inc.
 American Fidelity Assurance Company
 AMI Metals Inc.
 Amtek LLC
 Arlington International Aviation Products
 Astro Aluminum Treating Company Inc.
 Barnes Aerospace Inc.
 Bowman Plating Company Inc.
 California Cooling & Consulting LLC
 Carr Lane Manufacturing Company
 Cygnus Inc.
 Ernst & Young US LLP
 Fives Machining Systems Inc.
 G Target Manufacturing Group Inc.
 Hackler Flynn & Associates, APC
 Ingersoll Cutting Tool Company
 Lean Manufacturing Group LLC
 Lockheed Martin Aeronautics Company
 Metal Improvement Company, LLC
 Morrell's Electro Plating Inc.
 Nobletek LLC
 PTSolutions

Rexford Industrial – 27712 Avenue Mentry,
LLC
Rexford Industrial – 27756 Avenue Mentry,
LLC
RMI Titanium Company LLC
Unified Manufacturing Inc.
Valence Surface Technologies
Walker Brothers Machinery Moving Inc.

Utility Providers

AT&T Inc.
Inatel Communications Inc.
Santa Clarita Valley Water
Southern California Edison
Southern California Gas Company
Waste Management Inc.

Taxing/Regulatory Authorities

California Department of Tax and Fee
Administration
California Franchise Tax Board
California Secretary of State
Federal Aviation Administration
Internal Revenue Service
Los Angeles County Public Works
Systems Certification Body

**U.S. Trustee Personnel, Judges and Staff
for the District of Delaware**

Andrew R. Vara
Benjamin Hackman
Brendan L. Shannon
Christine Green
Craig T. Goldblatt
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Hannah M. McCollum
Hawa Konde
Holly Dice
J. Kate Stickles
James R. O'Malley
Jane Leamy
John T. Dorsey

Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Karen B. Owens
Lauren Attix
Laurie Selber Silverstein
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Mary F. Walrath
Michael Girello
Michael Panacio
Nyanquoi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Thomas M. Horan
Timothy J. Fox, Jr. Holly Dice
J. Kate Stickles
James R. O'Malley
Jane Leamy
John T. Dorsey
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Karen B. Owens
Lauren Attix
Laurie Selber Silverstein
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Mary F. Walrath
Michael Girello
Michael Panacio
Nyanquoi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Thomas M. Horan
Timothy J. Fox, Jr.

Schedule 2

List of parties-in-interest, or affiliates thereof, that currently or formerly engage(d) BRG, sorted by their relationship to the Debtors, that are unrelated to these Cases¹

Debtors

Forrest Machining LLC

Equity Holders

Endeavour Capital Fund VIII, L.P.*

Endeavour Executive Fund VIII, L.P.*

Debtors' Restructuring Professionals

Ropes & Gray LLP*

Banks

Bank of America N.A.

BMO Bank N.A.

Lenders, Trustees, Agents, and Other Secured Parties

BMO Bank N.A.

Dell Financial Services LLC

Ford Motor Credit Company*

Mitsubishi HC Capital America

Restructuring Professionals for Lenders, Trustees, Agents, and Other Secured Parties

Ernst & Young US LLP

Katten Muchin Rosenman LLP*

King & Spalding LLP*

Ordinary Course Professionals

Orrick, Herrington & Sutcliffe LLP

RSM US LLP*

Insurance Providers, Brokers, and Benefits Administrators

Allied World Surplus Lines Insurance Company*

Anthem Blue Cross Blue Shield

Arthur J. Gallagher Risk Management Services LLC*

Chubb Group of Insurance Company*

Federal Insurance Company

Hartford Fire Insurance Company

National Union Fire Insurance Company

UnitedHealth Group

Vendors & Contract Counterparties

Adobe Creative*

Airgas, Inc.

Amazon.com

Arconic Corporation*

Automatic Data Processing Inc.

BrightView Landscape Services Inc.*

CDW Computer Centers Inc.

Crown Lift Trucks

Dell Technologies Inc.

Ecolab Inc.*

Element Materials Technology

Embee Processing LLC

Evoqua Water Technologies Corporation*

Federal Express Corporation*

Fisher Scientific International Inc.*

Freshworks Inc

FTI Services

GKN Aerospace Services Ltd.

GoDaddy Inc

Hexagon AB*

Hexagon Metrology*

Home Depot Credit Services

Howmet Global Fastening Systems Inc.*

Johnson Controls Security

Linde Gas & Equipment

Maintech Inc.*

New Hampshire Ball Bearings Inc.*

Paragon Metals LLC*

PPG Industries Inc.

PTSolutions*

RAND North America

Rohr Inc.

¹ Potential Parties in Interest that are marked with an asterisk are related to closed matters.

Safety-Kleen Inc.*
Shultz Steel Company*
Siemens Corporation
The Hartford
thyssenkrupp Materials Services GmbH
Toyota Commercial Finance
Toyota Material Handling Solutions*
U.S. Bank Equipment Finance
VMware LLC*
W L Gore & Associates Inc.*
W. W. Grainger Inc.
Webroot Inc.*
Wesco Aircraft Hardware Corporation*

Major Customers

Lockheed Martin Aeronautics Company
Mammoth Freighters LLC
Space Exploration Technologies Corp.*
Spirit AeroSystems, Inc.*
The Boeing Company

Top 30 Unsecured Creditors

Ernst & Young US LLP
Lockheed Martin Aeronautics Company
PTSolutions*

Utility Providers

AT&T Inc.
Southern California Edison*
Southern California Gas Company
Waste Management Inc.

Taxing/Regulatory Authorities

California Department of Tax and Fee
Administration
California Franchise Tax Board*
California Secretary of State
Federal Aviation Administration*
Internal Revenue Service*
Los Angeles County Public Works

**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)

Hearing Date: Mar. 25, 2025 at 11:00 a.m. (ET)

Obj. Deadline: Mar. 18, 2025 at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' APPLICATION FOR ENTRY OF AN
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
BERKELEY RESEARCH GROUP, LLC AS FINANCIAL ADVISOR
FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (the “Debtors”) have filed the attached *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Berkeley Research Group, LLC as Financial Advisor for the Debtors, Effective as of the Petition Date* (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **March 18, 2025, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection on: (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 Chipman Brown Cicero & Cole LLP, 501 5th Ave., 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com); (ii) counsel to 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, DE 19801 (Attn: Rosa Sierra-Fox; email: Rosa.Sierra-Fox@usdoj.gov); and (iv) counsel for any statutory committee appointed in these chapter 11 cases, so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON **March 25, 2025, at 11:00 a.m. (ET) BEFORE 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.

HONORABLE LAURIE SELBER SILVERSTEIN AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 6TH FLOOR, COURTROOM 2, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

PLEASE TAKE FURTHER NOTICE THAT copies of the Application and all other filings in the above-captioned chapter 11 cases (the “Cases”) may be obtained by parties in interest free of charge on the dedicated webpage related to these Cases maintained by the claims and noticing agent in these Cases, <https://www.veritaglobal.net/fmiaerostructures>. Copies of such documents are also available for inspection during regular business hours at the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, and may be viewed for a fee at the Bankruptcy Court’s website, <http://www.deb.uscourts.gov/>, by following the directions for accessing the ECF system on such website.

Dated: March 4, 2025
Wilmington, Delaware

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