

**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)

**DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER (A) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF CONFIGURE PARTNERS, LLC AND CONFIGURE PARTNERS
SECURITIES, LLC AS INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS
IN POSSESSION, PURSUANT TO 11 U.S.C. §§ 327(a) AND 328, EFFECTIVE AS OF
THE PETITION DATE, (B) WAIVING CERTAIN INFORMATION REQUIREMENTS
IMPOSED BY LOCAL RULE 2016-1, AND (C) GRANTING RELATED RELIEF**

Dynamic Aerostructures LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (collectively, these “Chapter 11 Cases”) submit this application (this “Application”) for entry of an order (the “Proposed Order”), substantially in the form annexed as **Exhibit A** hereto, pursuant to sections 327(a) and 328(a) 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 Rules 2014-1 and 2016-1(h) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”): (a) authorizing the retention and employment of Configure Partners, LLC and Configure Partners Securities, LLC (together, “Configure”) as investment banker for the Debtors, effective as of February 26, 2025 (the “Petition Date”), in accordance with the terms and conditions of that certain engagement letter

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.



dated as of April 25, 2024 (the “Engagement Letter”), attached as **Exhibit B** hereto and incorporated herein by reference; (b) modifying the time keeping requirements of Local Rule 2016-1 and the guidelines (the “U.S. Trustee Guidelines”) established by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) in connection with Configure’s proposed engagement by the Debtors; and (c) granting related relief. The facts and circumstances supporting this Application are set forth in the *Declaration of Eric N. Ellis in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 2] (the “First Day Declaration”).² In further support of this Application, the Debtors submit the *Declaration of Rory Keenan*, a Managing Director of Configure (the “Keenan Declaration”), attached as **Exhibit C** hereto, and incorporated herein by reference. In further support of this Application, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure for the District of Delaware (the “Local Rules”), the Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the First Day Declaration.

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

3. The statutory and legal predicates for the relief requested herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1.

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, incorporated herein by reference.

RELIEF REQUESTED

7. By this Application, the Debtors seek entry of the Proposed Order, substantially in the form attached as **Exhibit A** hereto: (a) authorizing the retention and employment of Configure as investment banker for the Debtors, effective as of the Petition Date, in accordance with the terms and conditions of the Engagement Letter, this Application, and the Proposed Order; (b) modifying the time keeping requirements of Local Rule 2016-1 and the U.S. Trustee Guidelines in connection with Configure's proposed engagement by the Debtors; and (c) granting related relief.

CONFIGURE'S QUALIFICATIONS

8. As detailed in the Keenan Declaration, Configure and its senior professionals have extensive expertise providing investment banking services to financially distressed companies, creditors, committees, equity holders, asset purchasers, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Configure's professionals have served as financial advisors or investment bankers in numerous chapter 11 cases, including, but not limited to: *In re FB Debt Financing Guarantor, LLC*, Case No. 23-10025 (KBO) (Bankr. D. Del. 2023) (investment banker to the debtors); *In re CMC II, LLC*, Case No. 21-10461 (JTD) (Bankr. D. Del. 2021) (same); *In re LVI Intermediate Holdings, Inc.*, Case No. 20-11413 (KBO) (Bankr. D. Del. 2020) (same); *In re Bluestem Brands, Inc.*, Case No. 20-10566 (MFW) (Bankr. D. Del. 2020) (same); *In re K.G. IM, LLC*, Case No. Case 25-10292 (MG) (Bankr. S.D.N.Y. 2020) (same); *In re Pacific Drilling S.A.*, Case No. 20-35212 (DRJ) (Bankr. S.D. Tex. 2020) (same); *In re Akorn, Inc.*, Case No. 20-11177 (KBO) (Bankr. D. Del. 2020) (investment banker to the first lien term loan lenders); *In re Craftworks Parent, LLC*, Case No. 20-10475 (BLS) (Bankr. D. Del. 2020) (investment banker to the debtors); *In re BL Restaurants Holding, LLC*, Case No. 20-10156 (MFW) (Bankr. D Del. 2020) (same); *In re Avenue Stores, LLC*, Case No.

19-11842 (LSS) (Bankr. D. Del. 2019) (same); *In re RUI Holding Corp.*, Case No. 19-11509 (JTD) (Bankr. D. Del. 2019) (same); *In re Fusion Connect, Inc.*, Case No. 19-11811 (SMB) (Bankr. S.D.N.Y. 2019) (investment banker to the first lien term loan lenders); *In re GST AutoLeather, Inc.*, Case No. 17-12100 (LSS) (Bankr. D. Del. 2017) (investment banker to the official committee of unsecured creditors); *In re M & G USA Corporation*, Case No. 17-12307 (BLS) (Bankr. D. Del. 2017) (investment banker to the debtors); *In re Pacific Sunwear of California, Inc.*, Case No. 16-10882 (LSS) (Bankr. D. Del. 2016) (financial advisor and investment banker to the debtors); *In re Cal Dive International, Inc.*, Case No. 15-10458 (CSS) (Bankr. D. Del. 2015) (investment banker to the official committee of unsecured creditors); *In re Altegrity, Inc.*, Case No. 15-10226 (LSS) (Bankr. D. Del. 2015) (advisor to equity sponsor); *In re KiOR, Inc.*, Case No. 14-12514 (CSS) (Bankr. D. Del. 2014) (financial advisor and investment banker to the debtors).

9. Configure, moreover, has been engaged by the Debtors since April 25, 2024, during which time Configure professionals have worked closely with the Debtors' management and other professionals in preparing for these Chapter 11 Cases and have become familiar with the Debtors' business operations, capital structure, creditors, and other matters. Specifically, Configure assisted and advised the Debtors in connection with the Debtors' marketing and sale process for substantially all of the Debtors' assets in the time preceding the Petition Date.

10. For the foregoing reasons, the Debtors believe that Configure is well qualified to advise the Debtors in an expert and efficient manner.

SERVICES TO BE PROVIDED³

11. Configure has and, subject to the Court's approval, the Debtors anticipate that Configure will continue to perform investment banking and advisory services, among others, by assisting the Debtors with respect to the following pursuant to the terms of the Engagement Letter:

- a. Financing Services. Configure will provide advice and assistance to the Debtors and act as investment banker to the Debtors in connection with any of the following transactions (each, a "Financing"): (i) the arrangement and/or placement of any new bank debt and/or other credit facility of the Debtors that constitutes "debtor in possession" financing or refinances all or a material portion of the Debtors' outstanding indebtedness; or (ii) the issuance, sale, placement, exchange and/or contribution, whether in one or more public or private transactions or series of transactions, of (1) notes, bonds, debentures and/or other debt securities of the Debtors, including, without limitation, mezzanine and asset-backed securities and/or (2) common equity, preferred equity, hybrid, and/or equity-linked securities of the Debtors (regardless of when sold by the Debtors or their securityholders), including, without limitation, convertible debt securities. Included in the definition of Financing shall be the appraised value of any non-cash assets or equity contributed to the Debtors in exchange for equity, equity-linked, or debt securities, instruments, or obligations of the Debtors. For the avoidance of doubt, if a Financing is executed in more than one issuance, tranche or transaction, each such issuance, tranche or transaction shall be deemed a Financing for purposes of this Agreement.
- b. Restructuring Services. Configure will provide advice and assistance to the Debtors in connection with analyzing, structuring, negotiating, and effecting any restructuring, reorganization, recapitalization, repayment or modification of all or a material portion of the Debtors' indebtedness, including, without limitation, through any offer by the Debtors with respect to any outstanding Debtors indebtedness, a solicitation of votes, approvals, or consents giving effect thereto (including with respect to a plan pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code")), the execution of any agreement giving effect thereto, or an offer by any party to convert, exchange, or acquire any outstanding company indebtedness or any similar balance sheet restructuring involving the Debtors (any such transaction described in Section 1(b) of the Engagement Letter is hereinafter referred to as a "Restructuring"). For the avoidance of

³ The summary of the Engagement Letter in this Application is qualified in its entirety by reference to the provisions of the Engagement Letter. To the extent that there is any discrepancy between the summary contained in the Application and the terms set forth in the Engagement Letter, the terms of the Engagement Letter shall govern. Capitalized terms used but not otherwise defined in this section shall have the meanings ascribed to them in the Engagement Letter.

doubt, any transaction whereby the Debtors' lender(s) acquires the assets or securities of the Debtors or obtains direct or indirect control of the Debtors shall not be deemed a Restructuring.

- c. M&A Services. Configure will provide advice and assistance to the Debtors in connection with a possible sale, disposition, or other business transaction involving all or a material portion of the equity or assets of one or more entities comprising the Debtors, including, without limitation, the Debtors' intellectual property, whether directly or indirectly, and through any form of transaction, including, without limitation, merger, reverse merger, liquidation, stock sale, asset sale, asset swap, recapitalization, reorganization, consolidation, amalgamation, sale under section 363 of the Bankruptcy Code (including pursuant to any "credit bid" made under section 363(k) of the Bankruptcy Code and any chapter 11 plan under the Bankruptcy Code), spin-off, split-off, joint venture, strategic partnership, license, or other similar transaction (any of the foregoing, an "M&A Transaction").
- d. Financing Services. Configure will provide advice and assistance to the Debtors and act as investment banker to the Debtors in connection with the arrangement and/or placement of any debtor-in-possession financing for any Debtor entity, however achieved, and through any form of transaction (a "Financing," and together with an M&A Transaction and a Restructuring, a "Transaction").

12. By separate applications, the Debtors are also seeking to employ various other restructuring professionals. The Debtors do not believe that the services to be rendered by Configure will be duplicative of the services performed by any other professional, and Configure will work with the other professionals retained by the Debtors to minimize any duplication of services on behalf of the Debtors.

PROFESSIONAL COMPENSATION⁴

13. As set forth more fully in the Engagement Letter, Configure and the Debtors have agreed on the following terms of compensation and expense reimbursement (the "Fee and Expense Structure"):

⁴ The summary of the Fee and Expense Structure in this Application is qualified in its entirety by reference to the provisions of the Engagement Letter. To the extent there is any discrepancy between the summary contained in

- a. **Monthly Fees:** The Debtors shall pay Configure a non-refundable monthly fee (the “Monthly Fee”) until the termination of the Engagement Letter. The first Monthly Fee shall be payable as of the date set forth in the Engagement Letter and each subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. The first full three (3) Monthly Fees actually paid to Configure shall be credited once, without any duplication, against any Financing Fee, Restructuring Fee or M&A Transaction Fee (as defined below) subsequently payable to Configure;
- b. **Financing Fee:** Promptly upon the consummation of a Financing, the Debtors shall pay Configure a non-refundable cash fee (a “Financing Fee”) equal to the greater of: (i) \$1.5 million and (ii) 2.0% of the amount raised or committed in any Financing; provided however, the Financing Fee payable on account of any debtor in possession financing (“DIP Financing Fee”) shall be \$250,000.00. Additionally, 100% of any DIP Financing Fee shall be credited against any Restructuring Fee or M&A Transaction Fee subsequently payable.
- c. **Restructuring Fee:** Promptly upon the consummation of a Restructuring, the Debtors shall pay Configure a non-refundable cash fee (a “Restructuring Fee”) equal to \$1.5 million.
- d. **M&A Transaction Fee:** Promptly upon the consummation of an M&A Transaction, the Debtors shall pay Configure a non-refundable cash fee (an “M&A Transaction Fee”) equal to the greater of: (i) \$1.5 million and (ii) 2.0% of the total Aggregate Sales Consideration of such M&A Transaction. Such M&A Transaction Fee shall be payable from the proceeds of such applicable M&A Transaction prior to any other use or distribution of such proceeds.
- e. **Expense Reimbursement:** In addition to any fees or other compensation that may be paid to Configure hereunder, whether or not any Transaction occurs, the Debtors shall reimburse Configure, promptly upon receipt of an invoice therefor, for all (a) reasonable and documented out-of-pocket expenses (including travel and lodging, meals, printing, data processing and subscription charges, telephone and facsimile charges, courier services and other reasonable and customary out-of-pocket expenditures), and (b) (i) the reasonable and documented out-of-pocket fees and expenses of counsel and (ii) fees and expenses of any other consultants or independent experts retained by Configure with the Debtors’ consent (which shall not be unreasonably withheld).

this Application and the terms set forth in the Engagement Letter, the terms of the Engagement Letter shall govern. Capitalized terms used but not defined in this section shall have the meanings ascribed to such terms in the Engagement Letter.

Notwithstanding the foregoing, in no event shall Configure be paid both a Restructuring Fee and an M&A Transaction Fee, or both an M&A Transaction Fee and a Financing Fee. In either case (*i.e.*, if both a Restructuring and an M&A Transaction are consummated, or an M&A Transaction and a Financing are consummated), Configure shall only be paid the higher of the two applicable fees. For the avoidance of doubt, Configure may earn and be paid both one or more DIP Financing Fees and M&A Transaction Fees. For the further avoidance of doubt, any such DIP Financing Fees shall be credited against any Restructuring Fee or M&A Transaction Fee subsequently payable.

14. During the pendency of these Chapter 11 Cases, Configure shall apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court and consistent with the proposed compensation arrangement set forth in the Engagement Letter.

15. The Debtors believe that the Fee and Expense Structure is reasonable. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by Configure and the fee structures typically utilized by leading investment banking firms of similar stature to Configure for comparable engagements, both in and out of court. The Fee and Expense structure is consistent with Configure's normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein. Moreover, the Fee and Expense Structure is reasonable in light of: (a) industry practice; (b) market rates charged for comparable services both in and out of the chapter 11 context; (c) Configure's substantial experience with respect to investment banking services; and (d) the nature and scope of work to be performed by Configure in these Chapter 11 Cases. In particular, the Debtors believe that the

Fee and Expense Structure creates a proper balance between fixed monthly fees and contingency fees.

WAIVER OF COMPLIANCE WITH TIME-DETAIL REQUIREMENTS

16. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are not hours-based, Configure does not maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. Given the foregoing and that Configure's compensation is based on fixed fees, the Debtors request that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any other guideline regarding the submission and approval of fee applications, Configure's professionals be excused from maintaining time records in connection with the services to be rendered pursuant to the Engagement Letter. Configure will nonetheless maintain reasonably detailed summary time records in half-hour increments, which records shall indicate the total hours incurred by each professional for each day and provide a brief description of the nature of the work performed.

INDEMNIFICATION

17. As part of the overall compensation payable to Configure under the terms of the Engagement Letter, the Engagement Letter provides for certain indemnification obligations to Configure and its affiliates, and each of their respective directors, officers, employees, agents, representatives, and controlling persons, to the fullest extent lawful, from and against any losses, claims, damages and liabilities, as incurred, related to or arising out of or in connection with Configure's services under the Engagement Letter.⁵ Such terms of indemnification, as modified

⁵ To the extent there is any inconsistency between the summary of the indemnification provisions set forth in this Application and the indemnifications set forth in the indemnification provisions annexed to the Engagement Letter as Schedule I thereto, the terms of such Schedule I and the Engagement Letter shall control.

by the Proposed Order, reflect the qualifications and limits on such terms that are customary for investment bankers such as Configure in chapter 11 cases.

CONFIGURE'S DISINTERESTEDNESS

18. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Keenan Declaration: (a) Configure has no relevant connection with any of the Debtors, the Debtors' creditors, the U.S. Trustee, any person employed in the office of U.S. Trustee, or any other party with an actual or potential interest in these Chapter 11 Cases (or their respective attorneys or accountants); (b) Configure (and Configure's professionals) are not creditors, equity security holders, or insiders of any of the Debtors; (c) neither Configure nor any of its professionals is or was, within two (2) years of the Petition Date, a director, officer, or employee of any of the Debtors; and (d) neither Configure nor any of its professionals hold or represent an interest materially adverse to any of the Debtors, their estates, or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in any of the Debtors, or for any other reason. Accordingly, based upon its review of interested parties in these Chapter 11 Cases, Configure is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and Configure's employment is permissible under sections 327(a) and 328(a) of the Bankruptcy Code.

19. Given the large number of parties in interest in these Chapter 11 Cases, despite the efforts to identify and disclose Configure's relationships with parties in interest in these Chapter 11 Cases, Configure is unable to state with certainty that every client relationship or other connection has been disclosed in the Keenan Declaration. Configure will make continued inquiries following the filing of this Application to monitor for any matters that might affect its disinterested status. To the extent that any new relevant facts or relationships bearing on the matters described

herein during the period of Configure's retention are discovered or arise, Configure will use reasonable efforts to promptly file a supplemental declaration.

20. During the ninety (90) days prior to the Petition Date, Configure was paid in the ordinary course certain fees and expenses due under the Engagement Letter. Specifically, the Debtors paid the following amounts to Configure: (a) \$65,447.02 on December 20, 2024 on account of the November Monthly Fee, \$5,709.69 in reimbursable expenses, and \$9,737.33 on account of the due balance carried forward from the October Monthly Fee; (b) \$50,937.47 on December 27, 2024 on account of the December Monthly Fee and \$937.47 in reimbursable expenses; (c) \$62,452.92 on January 29, 2025 on account of the January Monthly Fee and \$12,452.92 in reimbursable expenses; and (d) \$60,000 on February 25, 2025 on account of the February Monthly Fee, \$4,156.01 on reimbursable expenses, and a \$5,843.99 advance on expenses. Configure will apply the expense advance first to any expenses incurred but not reimbursed prior to the Petition Date, and second to any expenses incurred after the Petition Date. To the extent that any other amounts remained due as of the Petition Date, if any, Configure has agreed to waive such amounts upon the Court's approval of its engagement by the Debtors.

BASIS FOR RELIEF

A. Retention and Employment of Configure Is Permitted Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code

21. The Debtors seek approval of the retention and employment of Configure pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides that a debtor "may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" the debtor in carrying out its duties. 11 U.S.C. § 327(a).

22. In addition, section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . 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.” *Id.* § 328(a). Thus, section 328(a) of the Bankruptcy Code permits the Court to approve the terms of Configure’s engagement as set forth in the Engagement Letter, including the Fee and Expense Structure and the indemnification and contribution provisions.

23. Bankruptcy Rule 2014 requires that an application for retention of a professional person include:

[S]pecific facts showing the necessity for the employment, the name of the person 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 person’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(a).

24. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under section 327(a) of the Bankruptcy Code to file a motion, verified statement, and proposed order, all of which have been satisfied by this Application, the Keenan Declaration, and the Proposed Order. Further, in accordance with Local Rule 2014-1, Configure acknowledges its continuing duty to supplement the Keenan Declaration with additional material information relating to the employment of Configure, if necessary.

25. Bankruptcy Rule 2016 and Local Rule 2016-1 require retained professionals to submit applications for payment of compensation in chapter 11 cases. Local Rule 2016-1(d) also requires retained professionals to submit detailed time entries that set forth, among other things, a detailed description of each activity performed, the amount of time spent on the activity (in tenth

of an hour increments), the subject matter of the activity, and the parties involved with the activity at issue. Local Rule 2016-1(h), however, allows a retained professional to request a waiver of these requirements for cause.

26. The Debtors submit that the Court's approval of the Debtors' retention of Configure in accordance with the terms and conditions of the Engagement Letter is warranted. First, as discussed above and in the Keenan Declaration, Configure satisfies the disinterestedness standard in section 327(a) of the Bankruptcy Code. Configure was engaged by the Debtors prepetition and has committed time and effort with respect to the transactions to be consummated post-petition. Configure is needed post-petition to continue to assist with marketing, negotiations, and to provide expert advice (and potentially testimony) regarding financial matters related to the Debtors' sale process with respect to substantially all of the Debtors' assets, and to enable the Debtors to discharge their duties as debtors and debtors in possession. Configure's professionals have extensive experience and an excellent reputation in providing high-quality investment banking services to debtors and creditors in bankruptcy reorganizations, mergers and acquisitions, and other restructurings. Configure has become familiar with the Debtors' business operations and other material information and is able to assist the Debtors in their marketing and sales efforts for substantially all of the Debtors' assets. The Debtors believe that Configure is well qualified to provide its services to the Debtors in a cost-effective, efficient, and timely manner.

27. The Fee and Expense Structure is consistent with Configure's normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein. In particular, the Debtors believe that the Fee and Expense Structure creates a proper balance between fixed monthly fees and contingency fees. In addition, the Debtors believe that the Fee and Expense Structure is market-based, fair, and reasonable under the

standards set forth in section 328(a) of the Bankruptcy Code. The Fee and Expense Structure reflects Configure's commitment to the variable level of time and effort necessary to perform the services contemplated by the Engagement Letter, Configure's particular expertise, and the market prices for Configure's services for engagements of this nature both out of court and in a chapter 11 context.

28. As set forth above, and notwithstanding approval of the Engagement Letter under section 328 of the Bankruptcy Code and payment of the Monthly Fees, as set forth in the Engagement Letter, Configure intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other applicable procedures and orders of the Court, with certain limited modifications and waivers.

29. The Debtors request that the requirements of Local Rule 2016-1(d) and the guidelines set forth in the U.S. Trustee Guidelines be tailored to appropriately reflect Configure's engagement and its compensation structure. Configure has requested, pursuant to section 328(a) of the Bankruptcy Code, payment of its fees on a fixed-rate and/or fixed-percentage basis. Additionally, it is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. As discussed above, however, Configure's investment banking professionals will keep summary time records in one-half hour increments and divide activity descriptions into general project categories. As such, the Debtors request modification of the requirements pursuant to Local Rule 2016-1(h).

B. The Indemnification Provisions Contained in the Engagement Letter Are Appropriate

30. The indemnification provisions contained in the Engagement Letter were fully negotiated between the Debtors and Configure. The Debtors believe that the indemnification provisions, as modified by the Proposed Order, are customary and reasonable for investment banking engagements in chapter 11 cases. *See, e.g., In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003) (authorizing the indemnification of Blackstone by the Debtor); *In re Joan & David Halpern, Inc.*, 248 B.R. 43 (Bankr. S.D.N.Y. 2000) (authorizing the indemnification of Newmark Retail Financial Advisors by the Debtor). Accordingly, the Debtors submit that the terms of the indemnification provisions, as modified by the Proposed Order, are reasonable and customary and should be approved.

NOTICE

31. 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.

[Text Continues on the Next Page]

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is 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 (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF CONFIGURE PARTNERS, LLC
AND CONFIGURE PARTNERS SECURITIES, LLC AS INVESTMENT
BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION,
PURSUANT TO 11 U.S.C. §§ 327(A) AND 328, EFFECTIVE AS OF THE
PETITION DATE; (II) WAIVING CERTAIN INFORMATION REQUIREMENTS
IMPOSED BY LOCAL RULE 2016-1; AND (III) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure, and Local Rule 2014-1 for (i) authority to employ and retain Configure Partners, LLC and Configure Partners Securities, LLC (collectively, “Configure”) as investment banker to the Debtors in these Chapter 11 Cases, effective as of the Petition Date, pursuant to the terms of the Engagement Letter and (ii) a waiver of certain information requirements of Local Rule 2016-1 and excusing compliance with certain U.S. Trustee Guidelines, all as more fully set forth in the Application; and upon consideration of the First Day Declaration and the Keenan Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334,

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

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

and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application; and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and having found that no other or further notice need be provided; and this Court being satisfied that Configure has the capability and experience to provide the services described in the Application and that Configure does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and having found 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 after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent provided herein.
2. The Debtors are authorized to retain and employ Configure as investment banker to the Debtors in these Chapter 11 Cases, pursuant to the terms and conditions set forth in the Engagement Letter and this order (this “Order”), effective as of the Petition Date.
3. Except to the extent set forth herein, the Engagement Letter (together with all schedules thereto), including without limitation the Fee and Expense Structure, is approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter.

4. Configure's fees in these Chapter 11 Cases, including the Monthly Fee, the M&A Transaction Fee, the Restructuring Fee, and the Financing Fee are hereby approved pursuant to section 328(a) of the Bankruptcy Code. The fees and expenses payable to Configure pursuant to the Engagement Letter and this Order shall be subject to review only pursuant to the standards set forth in 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S. Trustee shall have the right to object to Configure's requests for interim and final compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code. This Order shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Configure's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee with respect to the reasonableness of Configure's fees and expenses.

5. Configure shall file interim and final fee applications for the allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court; *provided, however*, that the requirements of the Bankruptcy Code, the Bankruptcy Rules and Local Rule 2016-1 are hereby modified such that Configure's investment banking professionals shall only be required to maintain summary records in half-hour increments.

6. Notwithstanding anything to the contrary in the Application or any of its attachments, no amounts shall be paid to Configure absent an order of this Court approving a fee application filed on notice to parties in interest in these chapter 11 cases under the procedures set

forth in any order establishing procedures for compensation and reimbursement of expenses of professionals, except that the Debtors are authorized to pay the Monthly Fee to Configure each month when required under the Engagement Letter without a prior fee statement or application, *provided* that Configure shall file interim fee applications with time entries and requests for reimbursement that comply with the Local Rules, except as otherwise expressly set forth in this Order, pursuant to the deadlines and other procedures set forth in any order establishing procedures for compensation and reimbursement of expenses of professionals.

7. In the event that Configure seeks reimbursement from the Debtors for attorneys' fees and expenses pursuant to the Application, the Engagement Letter, and this Order, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Configure's own applications, both interim and final, and these invoices and time records shall be subject to the approval of this Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Configure shall only be reimbursed for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law and the decisions of this Court.

8. The indemnification, contribution, and reimbursement provisions set forth in Schedule 1 to the Engagement Letter are approved, subject during the pendency of these Chapter 11 Cases to the following modifications:

- a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify the indemnified persons in accordance with the Engagement Letter for any claim arising from, related to, or in connection with their performance of the services described in the Engagement Letter; provided, however, that the indemnified persons shall not be indemnified for any claim arising from services other than the services provided under

the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

- b. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final) to have arisen from that person's gross negligence, or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of Configure's contractual obligations unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artist Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to judicial determination as to the exclusions set forth in clauses (i) and (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified herein; and
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing these Chapter 11 Cases, Configure believes that it is entitled to payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter, including, without limitation, the advancement of defense costs, Configure must file an application before this Court, and the Debtors may not pay any such amounts to Configure before the entry of an order by this Court approving the payment. This paragraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for payment by Configure for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Configure. All parties in interest shall retain the right to object to any demand for indemnification, contribution, and/or reimbursement by Configure under the respective standards set forth above.

9. Configure shall: (i) to the extent that Configure uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these Chapter 11 Cases, pass through the cost of such Contractors to the Debtors at the same rate that Configure pays the Contractors; and (ii) seek reimbursement for actual costs only. The Debtors shall ensure that the Contractors are subject to the same conflicts checks as required for Configure and file with this Court such disclosures required by Bankruptcy Rule 2014.

10. Any M&A Transaction Fees due to Configure as a result of the closing of any M&A Transaction shall be segregated and escrowed (for the exclusive benefit of Configure) from the proceeds of such M&A Transaction (including, without limitation, from the proceeds of any liquidation or other disposition of the Debtors' assets), as an express carve-out from the collateral of the Debtors' pre- and postpetition secured lenders, prior to any other use or distribution of such proceeds. If any M&A Transaction is the result of a Successful Bid (including on account of any successful credit bid) without a cash component sufficient to pay the corresponding M&A Transaction Fee due to Configure in full, then any resulting unpaid portion of the M&A Transaction Fee due to Configure shall be segregated and escrowed (for the exclusive benefit of Configure) at the closing of such M&A Transaction from the available cash of the Debtors, as an express carve-out from the collateral of the Debtors' pre- and postpetition secured lenders. For the avoidance of doubt, nothing in this Order shall prohibit or be construed to prohibit the use of any unencumbered assets of the Debtors or the proceeds thereof to pay any fees and expenses of Configure or the assertion or allowance of an administrative priority claim under sections 503(b)(2) and 507(a)(2) of the Bankruptcy Code, if applicable, on account of any fees or expenses of Configure.

11. In no event shall Configure be paid both a Restructuring Fee and an M&A Transaction Fee, or both an M&A Transaction Fee and a Financing Fee. In either case (*i.e.*, if both a Restructuring and an M&A Transaction are consummated, or an M&A Transaction and a Financing are consummated), Configure shall only be paid the higher of the two applicable fees. For the avoidance of doubt, Configure may earn and be paid both one or more DIP Financing Fees and M&A Transaction Fees. For the further avoidance of doubt, any such DIP Financing Fees shall be credited against any Restructuring Fee or M&A Transaction Fee subsequently payable.

12. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be effective and enforceable immediately upon entry hereof.

13. Configure shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

14. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

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

16. Notwithstanding any term in the Engagement Letter to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Engagement Letter



Configure Partners, LLC
3344 Peachtree Road NE
Atlanta, GA 30326
Telephone: (678) 723 4575

As of April 25, 2024

Forrest Machining LLC d/b/a FMI Aerostructures
27756 Avenue Mentry
Valencia, CA 91355

Attention: Eric Ellis, CEO

Dear Eric:

This letter confirms our understanding that Forrest Machining LLC, together with its affiliates, subsidiaries and assigns (collectively referred to as the “Company”),¹ has engaged Configure Partners, LLC and Configure Partners Securities, LLC (collectively “we”, “us” or “Configure”) as the Company’s exclusive investment banker during the term of this agreement (this “Agreement”) solely in connection with a Transaction (as defined below). The parties to this Agreement agree and acknowledge that this Agreement is supported by adequate and valuable mutual consideration, the mutual covenants and agreements of the parties set forth herein, the services to be performed hereunder, and the fees and other monetary payments to be paid and received by the parties to this Agreement.

1. Services. During the term of this engagement, and as mutually agreed upon by Configure and the Company, Configure will perform the following investment banking and advisory services, among others:

(a) Financing Services. Provide advice and assistance to the Company and act as financial advisor and investment banker to the Company in connection with any of the following transactions (each, a “Financing”): (i) the arrangement and/or placement of any new bank debt and/or other credit facility of the Company that constitutes “debtor in possession” financing or refinances all or a material portion of the Company’s outstanding indebtedness; or (ii) the issuance, sale, placement, exchange and/or contribution, whether in one or more public or private transactions or series of transactions, of (1) notes, bonds, debentures and/or other debt securities of the Company, including, without limitation, mezzanine and asset-backed securities and/or (2) common equity, preferred equity, hybrid, and/or equity-linked securities of the Company (regardless of when sold by the Company or its securityholders), including, without limitation, convertible debt securities. Included in the definition of Financing shall be the appraised value of any non-cash assets or equity contributed to the Company in exchange for equity, equity-linked, or debt securities, instruments, or obligations of the Company. For the avoidance of doubt, if a Financing is executed in more than one issuance, tranche or transaction, each such issuance, tranche or transaction shall be deemed a Financing for purposes of this Agreement.

¹ [NTD: if >75.0% of the Company (as defined herein) is owned by a Registered Investment Advisor (“RIA”), but is not a RIA itself, please disclose the name of controlling RIA: Endeavour Capital (CRD # 160800)]

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(b) Restructuring Services. Provide advice and assistance to the Company in connection with analyzing, structuring, negotiating, and effecting any restructuring, reorganization, recapitalization, repayment or modification of all or a material portion of the Company's indebtedness, including, without limitation, through any offer by the Company with respect to any outstanding Company indebtedness, a solicitation of votes, approvals, or consents giving effect thereto (including with respect to a prepackaged or prenegotiated plan of reorganization or other plan pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code")), the execution of any agreement giving effect thereto, or an offer by any party to convert, exchange, or acquire any outstanding company indebtedness or any similar balance sheet restructuring involving the Company (any such transaction described in this Section 1(b) is hereinafter referred to as a "Restructuring"). For the avoidance of doubt, any transaction whereby the Company's lender(s) acquires the assets or securities of the Company or obtains direct or indirect control of the Company shall not be deemed a Restructuring.

(c) M&A Services. Provide advice and assistance to the Company in connection with a possible sale, disposition, or other business transaction involving all or a material portion of the equity or assets of one or more entities comprising the Company, including, without limitation, the Company's intellectual property, whether directly or indirectly, and through any form of transaction, including, without limitation, merger, reverse merger, liquidation, stock sale, asset sale, asset swap, recapitalization, reorganization, consolidation, amalgamation, sale under section 363 of the Bankruptcy Code (including pursuant to any "credit bid" made under section 363(k) of the Bankruptcy Code and including under a prenegotiated or prepackaged chapter 11 plan or other chapter 11 plan under the Bankruptcy Code), spin-off, split-off, joint venture, strategic partnership, license, or other similar transaction (any of the foregoing, an "M&A Transaction").

A Financing, Restructuring, and an M&A Transaction are each and together hereinafter referred to as a "Transaction." In connection with any Transaction, Configure will (1) become familiar with, to the extent Configure deems appropriate, and analyze, the business, operations, properties, financial condition, financial projections, and prospects of the Company, as applicable; (2) advise the Company on the current state of the market; (3) assist and advise the Company in developing a general strategy for accomplishing a Transaction; (4) assist and advise the Company in implementing a Transaction; (5) assist and advise the Company in evaluating and analyzing a Transaction, including the Company's potential debt capacity in light of its projected cash flows, the value of the securities or debt instruments, if any, that may be issued in any such Transaction; (6) assist the Company in developing a list of potential sources for a Transaction and, at the Company's request, contact any and all potential sources and assist the Company in any negotiations with interested parties; (7) be available at the Company's request to meet with the Company's management, board of directors or appropriate committee thereof (the "Board"), or other parties, to discuss any Transaction; (8) assist the Company in the development, preparation and distribution of selected information, documents and other materials to create interest in and to consummate any Transaction; and (9) render such other financial advisory and/or investment banking services as may from time to time be agreed upon between by Configure and the Company.

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This Agreement is not a commitment, express or implied, on the part of Configure to invest in or finance the Company, or to finance any investor, partner, or lender's offer for the Company. It is mutually acknowledged that Configure's involvement in this engagement will be as financial advisor and investment banker and made on a "best efforts" basis. Configure's obligations under this agreement are subject to (a) satisfactory completion of such investigation and inquiry as are customary for similar transactions and (b) in Configure's determination, the absence of any material adverse change in the financial markets or in the financial condition, operations, or prospects of the Company.

2. Use of Name, Advice, etc.

(a) No information or advice provided (other than any information or advice relating to the U.S. tax treatment and U.S. tax structure of any Transaction) by Configure may be disclosed, in whole or in part, or summarized, excerpted from, or otherwise referred to without Configure's prior written consent; *provided* that the Company shall be permitted to share such information or advice with its directors, officers, managers, members, employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors (collectively, "Representatives"), without Configure's written consent so long as such Representatives are advised of the confidentiality obligations hereunder and acknowledge they are not entitled to rely on such advice and information. In addition, the Company agrees that any reference to Configure in any release, communication, or other material is subject to Configure's prior written approval, which may be given or withheld, in its reasonable discretion, for each such reference. The Company agrees not to disclose this Agreement, the contents hereof, or the activities of Configure pursuant hereto to any other party (other than its Representatives in accordance with this Section 2) without the prior approval of Configure.

(b) Configure's advice is solely for the confidential use and information of the Company's management and Board (solely in their capacities as such), and is only to be used in considering the matters to which this Agreement relates. Such advice may not be relied upon by any other party (including, without limitation, investors and equity holders, affiliates, creditors, or employees of the Company).

3. Compensation. The Company agrees to pay Configure the following:

(a) A non-refundable monthly fee (the "Monthly Fee") equal to \$50,000.00 per month until the termination of this Agreement. The first Monthly Fee shall be payable as of the date set forth above and each subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. The first full three (3) Monthly Fees actually paid to Configure shall be credited once, without any duplication, against any Financing Fee, Restructuring Fee or M&A Transaction Fee (as defined below) subsequently payable to Configure.

(b) Promptly upon the consummation of a Financing, a non-refundable cash fee (a "Financing Fee") equal to the greater of: (i) \$1.5 million and (ii) 2.0% of the amount raised or committed in any Financing; provided however, the Financing Fee payable on account of any debtor in possession financing ("DIP Financing Fee") shall be \$250,000.00. Additionally, 100%

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of any DIP Financing Fee shall be credited against any Restructuring Fee or M&A Transaction Fee subsequently payable.

(c) Promptly upon the consummation of a Restructuring, a non-refundable cash fee (a "Restructuring Fee") equal to \$1.5 million.

(d) Promptly upon the consummation of an M&A Transaction, a non-refundable cash fee (an "M&A Transaction Fee") equal to the greater of: (i) \$1.5 million and (ii) 2.0% of the total Aggregate Sales Consideration (as defined below) of such M&A Transaction. Such M&A Transaction Fee shall be payable from the proceeds of such applicable M&A Transaction prior to any other use or distribution of such proceeds.

(e) A Financing Fee, Restructuring Fee, and an M&A Transaction Fee are each and together hereinafter referred to as a "Transaction Fee." Notwithstanding the foregoing, in no event shall Configure be paid both a Restructuring Fee and an M&A Transaction Fee, or both an M&A Transaction Fee and a Financing Fee. In either case (i.e., if both a Restructuring and an M&A Transaction are consummated, or an M&A Transaction and a Financing are consummated), Configure shall only be paid the higher of the two applicable fees.

(f) For purposes of this Agreement, Aggregate Sales Consideration means and includes (A) the aggregate amount of cash and the fair market value of any securities or other property or consideration directly or indirectly paid or payable in connection with an M&A Transaction, including, without limitation, (1) any dividends or distributions or any stock redemptions or repurchases outside the normal course of business; (2) all amounts payable in relation to, or other value ascribed in the M&A Transaction (including the form of "rollover" options or warrants) in respect of, warrants, options or other convertible securities; (3) the full amount of any consideration placed in escrow or otherwise withheld to support the Company's (or its stockholders') indemnification or similar obligations under the definitive documents with respect to the M&A Transaction, (4) the full amount of any contingent consideration to be paid in the future, *provided, however*, that payments from the Company to Configure related to contingent payments will be paid if and when the Company receives such contingent payments; and (5) the full amount of any payments in installments, *provided, however*, that payments from the Company to Configure related to installments will be paid if and when the Company receives such installments; plus (B) all indebtedness for borrowed money, pension liabilities, guarantees, capitalized leases and other liabilities (whether consolidated, off-balance sheet or otherwise) and preferred stock directly or indirectly assumed, refinanced, retired or extinguished (and all payments made and expenses incurred in connection therewith, including, without limitation, prepayment premiums and defeasance costs) in connection with the M&A Transaction (including, in the case of the sale, exchange or purchase of equity securities, any such liabilities outstanding at the closing of the M&A Transaction); plus (C) in the case of an M&A Transaction structured as a sale, transfer, exchange or purchase of equity securities, if less than 100% of the equity of the Company is transferred in the M&A Transaction, the value of any retained interest in the Company based on the value paid for or ascribed to the equity interests transferred in the M&A Transaction; plus (D) in the case of an M&A Transaction structured as a sale, transfer, exchange or disposition of assets, if less than 100% of the assets of the Company are transferred in the M&A Transaction, the fair market value of any assets (including, without limitation, accounts receivable, inventory,

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investments, cash and cash equivalents) retained by the Company; plus (E) in the case of a joint venture or similar transaction (a "Joint Venture"), the aggregate value of the proceeds, assets and other consideration contributed or to be contributed to such Joint Venture by the Company in connection with the M&A Transaction (which shall be deemed to include up-front payments, milestone payments, research and development payments, licensing fees and royalties, installment amounts, future and contingent payments and other payments, *provided, however*, that payments from the Company to Configure related to any future payments will be paid if and when the Company receives such payments), including, without limitation, cash, notes, securities, intellectual property, licenses, marketing or distribution rights and other property and the amount of any liabilities assumed by such Joint Venture. For purposes of computing any M&A Transaction Fee, (x) publicly traded securities shall be valued at the average of their 4:00 p.m. closing prices (as reported in The Wall Street Journal) for the five trading days prior to the date that is two business days prior to the date of announcement of the M&A Transaction and (y) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by the Company and Configure.

(g) The Company acknowledges that in light of Configure's substantial experience and knowledge, the uncertain nature of the time and effort that may be expended by Configure in fulfilling its duties hereunder, the opportunity cost associated with undertaking this engagement, and the "market rate" for professionals of Configure's stature, the fee arrangement hereunder is just, reasonable and fairly compensates Configure for its services. The Company further acknowledges that it believes Configure's expertise and experience, its knowledge of the capital markets, and its other capabilities will inure to the benefit of the Company in connection with any Transaction, and that the value to the Company of Configure's services hereunder derives in substantial part from that expertise and experience. Accordingly, the Company believes that the structure and amount of the compensation hereunder is reasonable regardless of the number of hours to be expended by Configure's professionals in the performance of the services to be provided hereunder and that none of the fees hereunder shall be considered to be "bonuses" or fee enhancements under applicable law.

(h) All payments to Configure hereunder shall be non-refundable and made in cash by wire transfer of immediately available U.S. funds. No fees payable to any third party by the Company or any person or entity in connection with the subject matter of this engagement shall reduce or otherwise affect any fee payable to Configure hereunder. The Company acknowledges that a Transaction may occur that does not include cash as a form of consideration; notwithstanding the foregoing, the Company represents that all outstanding fees shall be earned, due, and payable to Configure in cash regardless of the form of consideration of any Transaction.

4. Expenses. In addition to any fees or other compensation that may be paid to Configure hereunder, whether or not any Transaction occurs, the Company shall reimburse Configure, promptly upon receipt of an invoice therefor, for all (a) reasonable and documented out-of-pocket expenses (including travel and lodging, meals, printing, data processing and subscription charges, telephone and facsimile charges, courier services and other reasonable and customary out-of-pocket expenditures), and (b) (i) the reasonable and documented out-of-pocket fees and expenses of counsel and (ii) fees and expenses of any other consultants or independent

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experts retained by Configure with the Company's consent (which shall not be unreasonably withheld).

5. Indemnification, etc. As further consideration under this Agreement, the Company shall indemnify and hold harmless the Indemnified Parties (as defined on the attached Schedule I) in accordance with Schedule I. The terms and provisions of Schedule I (incorporated by reference herein) constitute a part hereof and shall survive any termination of this Agreement. Neither Configure nor its affiliates shall be responsible or have any liability for any indirect, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility thereof.

6. Information to Be Supplied; Cooperation.

(a) In connection with our engagement, the Company will furnish us with all information concerning the Company that we reasonably deem appropriate and will provide us with reasonable access to the Company's Representatives, it being understood that we will rely solely upon such information supplied by the Company and its Representatives without assuming any responsibility for independent investigation or verification thereof. All information concerning the Company that is given to us will be used solely in the course of the performance of our services hereunder. To the best of the Company's knowledge, the information to be furnished by or on behalf of the Company, when delivered, will be true and correct in all materials respects. In addition, the Company agrees to promptly advise us of all developments materially affecting the Company, any proposed Transaction, or the accuracy of the information previously furnished to Configure by or on behalf of the Company, and the Company further agrees to take commercially reasonable efforts to ensure that no material initiatives relating to the proposed Transaction will be taken without Configure having been informed thereof. If the Company or, to the Company's knowledge, any of its stockholders, affiliates, or other advisors or Representatives are contacted by any person concerning a potential Transaction, the Company will promptly inform Configure of such inquiry and all reasonably relevant details thereof.

(b) In order to coordinate our efforts on behalf of the Company during the term of this engagement, the Company will promptly inform Configure of any discussions, negotiations, or inquiries regarding any potential Transaction.

(c) The Company further acknowledges that Configure (i) will be relying on information and data provided by the Company and available from generally recognized public sources, without having independently verified the accuracy or completeness thereof, (ii) does not assume responsibility for the accuracy or completeness of any such information and data, and (iii) has not made, and will not make, any physical inspection or appraisal of the properties or assets of the Company. With respect to any financial forecasts that may be furnished to or discussed with Configure by the Company, the Company acknowledges that Configure will assume that such forecasts have been reasonably prepared and reflect the best then-currently-available estimates and judgments of the Company's management as to the expected future financial performance of the Company.

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(d) The Company acknowledges that this engagement may lead to an outcome not anticipated in this Agreement. In the event that circumstances have changed such that this engagement requires more of Configure's time and efforts than originally anticipated, the Company agrees to meet and confer with Configure in good faith to determine the appropriate additional fees, if any, for Configure's services.

(e) The Company will not take or fail to take any action which results in any transaction becoming ineligible for an exemption from registration under the Securities Act of 1933, as amended (the "Act") and any applicable state securities law. The Company further represents, warrants and agrees that it, and any of its directors, executive officers, general partners, managing members or other officers, is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d) of the Act and agrees to provide prompt written notice of any disqualification event prior to both the execution and delivery of a definitive agreement relating to a Transaction and prior to any closing under any such agreement. The Company agrees that it will make any filings or take other actions required under applicable state securities laws. It shall be the Company's obligation to bear all securities counsel fees and expenses.

7. Termination. Configure's engagement hereunder may be terminated at any time, with or without cause, by either party upon written notice to the other party; *provided, however*, that any termination of Configure's engagement hereunder by either party shall not affect the Company's obligations to pay the accrued and unpaid fees and unreimbursed out-of-pocket expenses provided for herein and to indemnify the Indemnified Parties as provided on Schedule I attached hereto. In addition, in the event of any termination of this Agreement, Configure shall be entitled to any Transaction Fee set forth in Section 3. if, on or prior to 12 months from the effective date of any termination of this Agreement, the Company consummates, or enters into an agreement which subsequently results in the consummation of, a Transaction. Any such Transaction Fee shall be payable upon the consummation of any such applicable Transactions.

8. Exclusivity. During the term of the Agreement, the Company will not, and will not permit any stockholder, affiliate, or advisor, or Representative of the Company to engage any other person to perform any services or act in any capacity for which Configure has been engaged pursuant to this Agreement with respect to any potential Transaction without the prior written approval of Configure.

9. Disclaimer. The Company acknowledges and agrees that (i) Configure is serving under the authority of the Board as an independent contractor with responsibility owing solely to the Company; (ii) nothing contained herein is intended to create or should be construed as creating a fiduciary relationship between Configure and the Company, the Board, or any other person or entity (including, without limitation, any securityholders, creditors or employees of the Company), irrespective of whether Configure has advised or is currently advising the Company on other matters, and Configure is expressly not acting as a fiduciary; (iii) neither Configure nor its affiliates will be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of, or advice given by other parties who are providing services to the Company; (iv) Configure is not providing any legal, tax, actuarial, accounting, regulatory, insurance, or other specialist advice to the Company; (v) the Company has consulted, and will consult, as appropriate, with its own advisors concerning such matters and shall be responsible for making its own

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independent investigation and appraisal of this Agreement and the transactions contemplated hereby and neither Configure nor its affiliates shall have any responsibility or liability with respect thereto; (vi) the Company is capable of evaluating the merits and risks of such transactions and the fees payable in connection therewith and that it understands and accepts the terms, conditions, and risks of such transactions and fees; and (vii) the Company's engagement of Configure pursuant to this Agreement is not intended to guarantee the consummation of a Transaction and that Configure is not in a position to guarantee any outcome.

10. Non-Solicitation. The Company acknowledges and agrees that Configure has made a significant monetary investment recruiting, hiring and training its personnel. During the term of this Agreement and for a period of 12 months after termination of this Agreement (the "Restrictive Period"), the Company acknowledges and agrees not to directly or indirectly hire, contract with, or solicit the employment of any of Configure's employees or contractors (collectively, the "Restricted Personnel"); provided, however, that the foregoing shall not restrict (a) the Company's hiring or attempted hiring of any Restricted Personnel as a result of such employee's or contractor's responding to any general solicitation placed by the Company that is not specifically targeted toward the Restricted Personnel; or (b) the Company's solicitation, hiring or attempted hiring of any of the Restricted Personnel whose employment or contract with Configure was terminated by Configure, provided that such employee or contractor has not been employed by Configure for at least six months prior to such solicitation, hiring or attempt to hire and the Company is not (and has not been) in breach of this Section 10 with respect to such employee or contractor.

If during the Restrictive Period the Company directly or indirectly hires or contracts with any Restricted Personnel in violation of the preceding paragraph, the Company agrees to pay to Configure as liquidated damages and not as a penalty the sum total of: (i) for a Managing Director or Director, \$1,000,000, (ii) for an Associate or Vice President, \$500,000 and (iii) for any other Restricted Personnel, \$250,000. The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse Configure for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that Configure has made in its Restricted Personnel; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

11. Governing Law, etc. This Agreement is to be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflict of laws, and the applicable laws of the United States of America. The Courts of the State of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising from it, unless the Company files for protection under the Bankruptcy Code, in which event any disputes will be subject to resolution by the Bankruptcy Court. CONFIGURE AND THE COMPANY (ON ITS BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF ITS CREDITORS AND SECURITY HOLDERS) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF THIS AGREEMENT. The Company and Configure further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment

As of April 25, 2024

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is sought to be enforced. In addition, the Company agrees that irreparable harm to Configure may result in the event the Company fails, within 10 days of the receipt of a written demand from Configure, to pay any of the fees payable pursuant to Section 3 hereof, and in such event the Company agrees that Configure may seek to obtain, at its discretion, and in addition to any other remedies available to it, at law or in equity, either specific performance or summary judgment in lieu of complaint from any such court.

12. Announcements, etc. In the event of a consummated Transaction, subject to the prior written consent of the Company (such consent not to be unreasonably withheld), Configure may describe the Transaction and/or Configure's role in representing the Company in any form of media or in Configure's marketing materials and use the Company's name and logo in connection therewith; provided, however, once the Company has consented to such description, Configure may utilize such description in subsequent forms of media and materials without additional consent from the Company. The Company agrees that any press release it may issue announcing a Transaction will, at Configure's request, contain a reference to Configure's role in the Transaction.

13. Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing by Registered, Certified or Express Mail or via email (a) if to the Company, at the address set forth above, if in writing, or to ellis@fmiaerostructures.com, if via email, and (b) if to Configure, at Configure Partners' offices at 3344 Peachtree Road NE, Atlanta, GA 30326, if in writing (Attention: Jay C. Jacquin), or to jjjacquin@configurepartners.com, if via email.

14. Miscellaneous. This Agreement sets forth the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements between the parties hereto, whether written, oral or otherwise. Any amendments to this Agreement shall only be valid if made in writing and signed by all parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement is solely for the benefit of the Company and Configure and no other person (except Indemnified Parties to the extent set forth on Schedule I) shall acquire or have any rights by virtue of this Agreement. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision thereof or hereof. The parties have participated jointly in the negotiation and drafting of this Agreement with counsel sophisticated in similar transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement and the agreements, documents and instruments executed and delivered in connection herewith. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may not be assigned by either party hereto, without the prior written consent of the other, to be given in the sole discretion of the party from whom such consent is being requested; *provided* that the Company may assign this Agreement to any of its affiliates without the prior written consent of Configure, so long as the Company agrees to continue to be bound to the terms hereunder. Any attempted assignment of this Agreement made in violation of the prior sentence may be void, at the option of the non-assigning party. This Agreement has been

As of April 25, 2024

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and is made solely for the benefit of the Company and Configure, and no other shall acquire or have any right under or by virtue of this Agreement except as noted above.

15. Configure Partners, LLC (“Configure Partners”) is not a registered broker-dealer under federal or state securities laws. All services provided herein that will require securities licenses will be provided by principals of Configure Partners in their capacity as registered representatives with our affiliate, Configure Partners Securities, LLC (“Configure Securities”), a FINRA member and SEC registered broker-dealer in good standing. To the extent that services to be rendered hereunder will, or may, result in any purchase, sale or investment in stock or other securities of the Company or any other entity (as defined in the Securities Exchange Act of 1934, as amended, or the rules and regulations promulgated thereunder) (a “Securities Transaction”), such services shall be rendered to the Company by Configure Partners principals in their capacity as registered persons with, and under the supervisory control of Configure Securities. In the event of a Securities Transaction, any Transaction Fee related to the Securities Transaction will be payable to Configure Securities at closing. Configure Securities maintains important disclosures on the website at www.configurepartners.com. These disclosures may be updated periodically on an as-needed basis. The Company agrees to accept and receive all of these disclosures by accessing the website electronically. Hard copies are available by contacting Configure Partners at jjacquin@configurepartners.com and compliance@configurepartners.com.

16. Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), Configure Securities is required to obtain, verify and record information that identifies its clients, including the Company and any purchasers of the securities of the Company, which information may include the name, address, date of birth and identification numbers of its clients and investors, as well as other information that will allow Configure Securities to properly identify its client and investors.

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We are delighted to accept this engagement and look forward to working with you. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter.

Very truly yours,

Configure Partners I.L.C.

By:  _____

Name: Joseph weissglass

Title: Managing Director

Configure Partners Securities, LLC

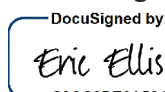
By:  _____

Name: Joseph weissglass

Title: Managing Director

Accepted and agreed to on behalf of the Company as of the date first written above:

Forrest Machining LLC

By:  _____
Name: C9CC3BE9A52146F...
Title: CEO

SCHEDULE I

Reference is made to the Agreement attached hereto between Configure and the Company. Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

As further consideration under the Agreement, the Company agrees that it will indemnify and hold harmless Configure, their affiliates, and each of their respective directors, officers, employees, agents, representatives, contractors, and controlling persons (each an “Indemnified Party”), to the fullest extent lawful, from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject, provided the same are related to or arising out of or in connection with activities performed by or on behalf of an Indemnified Party pursuant to this Agreement (whether occurring on or after the date hereof), the Transaction contemplated thereby or Configure’s role in connection therewith, whether or not resulting from an Indemnified Party’s negligence (“Losses”); *provided, however*, that the Company will not be liable to the extent that Losses are finally judicially determined to have resulted from an Indemnified Party’s bad faith, gross negligence or willful or intentional misconduct (other than an action or failure to act undertaken at the request or with the consent of the Company). The Company also agrees to reimburse any Indemnified Party for all reasonable and documented out-of-pocket expenses (including counsel fees and disbursements) incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any action, investigation, suit or proceeding (an “Action”) arising therefrom, whether or not such Indemnified Party is a party. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its securityholders or creditors related to or arising out of or in connection with the engagement of Configure pursuant to, or the performance by Configure of the services contemplated by, this Agreement except to the extent that any Losses are finally judicially determined to have resulted solely from the Indemnified Party’s bad faith, gross negligence or willful or intentional misconduct (other than an action or failure to act undertaken at the request or with the consent of the Company).

If the indemnification provided for in this Agreement is for any reason judicially determined to be unavailable to an Indemnified Party (other than by reason of a final, non-appealable judgment by a court as to the bad faith, gross negligence or willful or intentional misconduct of an Indemnified Party as provided above) or insufficient to hold any Indemnified Party harmless, then the Company agrees to contribute to any such Losses in such proportion as is appropriate to reflect the relative benefits received or proposed to be received by the Company and its securityholders, on the one hand, and Configure, on the other hand, of the Transaction or contemplated Transaction (whether or not the Transaction is consummated), or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits to the Company and its securityholders, on the one hand, and Configure, on the other hand, but also the relative fault of the Company and its securityholders, on the one hand, and Configure, on the other hand, as well as any relevant equitable considerations. The Company agrees that for the purposes of this paragraph the relative benefits to the Company and its securityholders, on the one hand, and to Configure, on the other hand, of the Transaction or contemplated Transaction shall be deemed to be in the same proportion that the total value of the Transaction or contemplated Transaction bears to all fees actually received by Configure in connection with the Agreement.

If the Company so elects, it shall be entitled to control and assume the defense of any indemnifiable Action hereunder. Each of the Indemnified Party(ies) and the Company agrees that, without the other parties' prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), it will not settle, compromise or consent to the entry of any judgment in any pending or threatened Action in respect of which indemnification or contribution could be sought hereunder (whether or not any Indemnified Party is an actual or potential party to such Action), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party and the Company from all liability arising out of such Action and does not include any admission or assumption of fault on the part of any Indemnified Party or the Company.

In the event any Indemnified Party appears as a witness, or is deposed or is otherwise involved in the defense of any Action against Configure, the Company or the Company's affiliates, officers, managers, directors or employees, the Company will pay Configure (a) with respect to each day that such person appears as a witness or is deposed and/or (b) with respect to each day that such person is involved in the preparation therefor, (i) a daily fee to be agreed by the parties for each such person with respect to each appearance as a witness or a deponent and (ii) at an hourly rate to be agreed by the parties with respect to each hour of preparation for any such appearance, and the Company will reimburse Configure for all reasonable and documented out-of-pocket expenses (including, without limitation, fees and expenses of counsel) incurred by Configure by reason of any of its personnel being involved in any such Action.

The indemnity, contribution and expense reimbursement obligations set forth in this Schedule I (a) shall be in addition to any liability which the Company may otherwise have to any Indemnified Party at common law or otherwise, (b) shall survive the termination of the Agreement, (c) shall apply to any modification of Configure's engagement, (d) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Configure or any other Indemnified Party, (e) shall be binding on any successor or assign of the Company and successors or assigns to the Company's business and assets, and (f) shall inure to the benefit of any successor or assign of any Indemnified Party.

The provisions of this Schedule I are to be governed by the laws of the State of New York without regard to the principles of conflict of laws, and the applicable laws of the United States of America. The Courts of the State of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Schedule I and any matter arising from it, unless the Company files for protection under the Bankruptcy Code, in which event any disputes will be subject to resolution by the Bankruptcy Court. CONFIGURE AND THE COMPANY (ON ITS BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF ITS CREDITORS AND SECURITY HOLDERS) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF THIS SCHEDULE I. The Company and Configure further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced.

EXHIBIT C

Keenan 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 RORY KEENAN
IN SUPPORT OF THE DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF
CONFIGURE PARTNERS LLC AND CONFIGURE PARTNERS SECURITIES, LLC
AS INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION,
PURSUANT TO 11 U.S.C. §§ 327(A) AND 328, EFFECTIVE AS OF THE PETITION
DATE; (II) WAIVING CERTAIN INFORMATION REQUIREMENTS IMPOSED BY
LOCAL RULE 2016-1; AND (III) GRANTING RELATED RELIEF**

I, Rory Keenan under penalty of perjury, declare as follows:

1. I am a Managing Director of Configure Partners, LLC and Configure Partners Securities, LLC (collectively, "Configure"). Configure is the proposed investment banker to the above-captioned debtors and debtors in possession (collectively, the "Debtors"). I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of Configure Partners, LLC and Configure Partners Securities, LLC as Investment Banker for the Debtors and Debtors in Possession, Pursuant to 11 U.S.C. §§ 327(a) and 328, Effective as of the Petition Date; (II) Waiving Certain Information Requirements Imposed By Local Rule 2016-1; and (III) Granting Related Relief*, filed contemporaneously herewith (the "Application").²

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 in this Declaration shall have the meanings ascribed to them in the Application.

2. Unless otherwise indicated, all facts set forth in this Declaration are based on my personal knowledge, my discussions with the Debtors' management and other professionals, members of the Configure team, or other interested parties, my review of relevant documents, or my opinion based upon my experience, knowledge, and information concerning the Debtors' operations and financial affairs. If I were called to testify, I would testify competently to the facts set forth below. To the extent that any information disclosed herein requires subsequent amendment or modification upon Configure's completion of further analysis or as additional creditor information becomes available to it, one or more supplemental declarations will be submitted to the Court reflecting the same.

3. Configure has agreed to provide investment banking services to the Debtors pursuant to the terms and conditions set forth in that certain engagement letter between Configure and the Debtors, dated as of April 25, 2024, a copy of which is attached to the Application as Exhibit B (the "Engagement Letter").

4. I believe Configure and the professionals that it employs are uniquely qualified to advise the Debtors in the matters for which Configure is proposed to be employed in a cost-effective, efficient, and expert manner. Configure is an independent investment bank that provides a broad range of advisory services to its clients, including raising capital, restructuring advice, and distressed mergers and acquisition advice. Configure and its senior professionals have extensive expertise providing investment banking services to financially distressed companies, creditors, committees, equity holders, asset purchasers, and other constituencies in reorganization proceedings and complex financial restructurings, both in- and out-of-court. The Debtors selected Configure, in part, due to its experience advising companies in the retail industry. Configure's professionals have served as financial advisors or investment bankers in numerous chapter 11

cases, including, but not limited to: *In re FB Debt Financing Guarantor, LLC*, Case No. 23-10025 (KBO) (Bankr. D. Del. 2023) (investment banker to the debtors); *In re CMC II, LLC*, Case No. 21-10461 (JTD) (Bankr. D. Del. 2021) (same); *In re LVI Intermediate Holdings, Inc.*, Case No. 20-11413 (KBO) (Bankr. D. Del. 2020) (same); *In re Bluestem Brands, Inc.*, Case No. 20-10566 (MFW) (Bankr. D. Del. 2020) (same); *In re K.G. IM, LLC*, Case No. Case 25-10292 (MG) (Bankr. S.D.N.Y. 2020) (same); *In re Pacific Drilling S.A.*, Case No. 20-35212 (DRJ) (Bankr. S.D. Tex. 2020) (same); *In re Akorn, Inc.*, Case No. 20-11177 (KBO) (Bankr. D. Del. 2020) (investment banker to the first lien term loan lenders); *In re Craftworks Parent, LLC*, Case No. 20-10475 (BLS) (Bankr. D. Del. 2020) (investment banker to the debtors); *In re BL Restaurants Holding, LLC*, Case No. 20-10156 (MFW) (Bankr. D. Del. 2020) (same); *In re Avenue Stores, LLC*, Case No. 19-11842 (LSS) (Bankr. D. Del. 2019) (same); *In re RUI Holding Corp.*, Case No. 19-11509 (JTD) (Bankr. D. Del. 2019) (same); *In re Fusion Connect, Inc.*, Case No. 19-11811 (SMB) (Bankr. S.D.N.Y. 2019) (investment banker to the first lien term loan lenders); *In re GST AutoLeather, Inc.*, Case No. 17-12100 (LSS) (Bankr. D. Del. 2017) (investment banker to the official committee of unsecured creditors); *In re M & G USA Corporation*, Case No. 17-12307 (BLS) (Bankr. D. Del. 2017) (investment banker to the debtors); *In re Pacific Sunwear of California, Inc.*, Case No. 16-10882 (LSS) (Bankr. D. Del. 2016) (financial advisor and investment banker to the debtors); *In re Cal Dive International, Inc.*, Case No. 15-10458 (CSS) (Bankr. D. Del. 2015) (investment banker to the official committee of unsecured creditors); *In re Altegrity, Inc.*, Case No. 15-10226 (LSS) (Bankr. D. Del. 2015) (advisor to equity sponsor); *In re KiOR, Inc.*, Case No. 14-12514 (CSS) (Bankr. D. Del. 2014) (financial advisor and investment banker to the debtors).

5. Configure has been engaged by the Debtors since April 25, 2024, during which time Configure professionals have worked closely with the Debtors' management and other

professionals in preparing for these Chapter 11 Cases and have become familiar with the Debtors' business operations, capital structure, creditors, and other matters. Specifically, Configure assisted and advised the Debtors in connection with the Debtors' marketing and sale process for substantially all of the Debtors' assets in the time preceding the Petition Date.

6. As a result of the prepetition work performed by Configure on behalf of the Debtors, including the sale marketing process for substantially all of the Debtors' assets, Configure has acquired knowledge of the Debtors' financial affairs, debt structure, business operations, capital structure, key stakeholders, financing documents, and other related material information. If this Application is approved, all of Configure's professionals, all with substantial expertise in the areas discussed above, will continue to provide services to the Debtors. Accordingly, as a result of Configure's initial diligence and work with the Debtors prior to the Petition Date and Configure's extensive experience representing chapter 11 debtors, Configure is well qualified to provide the services set forth herein and represent the Debtors during these Chapter 11 Cases.

7. Configure does not believe that the services that it will render on behalf of the Debtors in these Chapter 11 Cases will be duplicative of the services performed by any other professional, and Configure will work together with the other professionals retained by the Debtors to minimize and avoid duplication of services.

8. To check potential connections with the Debtors and other parties in interest in these Chapter 11 Cases, Configure searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on **Schedule 1** hereto (the "Potential Parties in Interest"). To the extent that this inquiry has revealed that certain Potential Parties in Interest were current or former investment banking clients of Configure within the past three years, these parties have been identified on a list (the "Client Match

List”) attached hereto as **Schedule 2**. Through the information generated from the aforementioned inquiry and through follow-up inquiries to Configure professionals responsible for certain clients listed on the Client Match List, Configure has determined that its representation of the clients on the Client Match List, if any, concerned matters unrelated to the Debtors.

9. As part of its investment banking and financial advisory activities, Configure may be involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, Configure may have in the past, and may in the future, advised and/or have been represented by several attorneys, law firms, and other professionals, some of whom may be involved in these Chapter 11 Cases. Finally, Configure may have in the past, and will likely in the future, be working with or against other professionals involved in these Chapter 11 Cases in matters wholly unrelated to these Chapter 11 Cases. Based upon my current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders in matters upon which Configure is to be employed, and none are in connection with these Chapter 11 Cases.

10. Furthermore, in addition to the parties listed on Schedule 2, Configure may also represent, or may have represented, affiliates, equity holders and/or sponsors of the Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors or insurers of Configure and/or have other non-investment banking relationships with Configure. Configure may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees

or groups include, or included, entities that appear on the Potential Parties in Interest list. Configure believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates, and none are in connection with these Chapter 11 Cases.

11. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these Chapter 11 Cases. Consequently, although every reasonable effort has been made to discover Configure's connections with the Potential Parties in Interest, Configure is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these Chapter 11 Cases. If Configure discovers any information that is contrary or pertinent to the statements made herein, Configure will promptly disclose such information to the Court.

12. Certain affiliates of Configure serve as private investment funds which aim to make direct minority co-investments in select North American private companies alongside middle-market private equity sponsors. These funds are separate legal entities. Configure has confirmed that none of these funds are creditors or equity security holders of the Debtors or the other parties in interest. Separately, Configure is in the process of setting up an equity fund that manages and invests third party funds. Such entity will be a separate legal entity. To date, this equity fund has not commenced operations and has no holdings. Configure has confirmed that this equity fund is not a creditor or equity security holder of the Debtors or the other parties in interest.

13. Given the large number of parties in interest in these Chapter 11 Cases, despite the efforts to identify and disclose Configure's relationships with the Potential Parties in Interest, I am unable to state with absolute certainty that every client relationship or other connection has been disclosed in this Declaration. In addition, the list of Potential Parties in Interest was provided by the Debtors and may change during the pendency of these Chapter 11 Cases. Therefore, Configure

will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new material facts or relationships are discovered or arise, Configure will promptly file a supplemental declaration with the Court as required by Local Rule 2014-1(a).

14. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Configure nor any employee of Configure: (i) is a creditor, equity security holder or an insider of the Debtors; or (ii) is or was, within two (2) years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Configure professionals expected to assist the Debtors in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the District of Delaware, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

15. During the ninety (90) days prior to the Petition Date, Configure was paid in the ordinary course certain fees and expenses due under the Engagement Letter. Specifically, the Debtors paid the following amounts to Configure: (a) \$65,447.02 on December 20, 2024 on account of the November Monthly Fee, \$5,709.69 in reimbursable expenses, and \$9,737.33 on account of the due balance carried forward from the October Monthly Fee; (b) \$50,937.47 on December 27, 2024 on account of the December Monthly Fee and \$937.47 in reimbursable expenses; (c) \$62,452.92 on January 29, 2025 on account of the January Monthly Fee and \$12,452.92 in reimbursable expenses; and (d) \$60,000 on February 25, 2025 on account of the February Monthly Fee, \$4,156.01 on reimbursable expenses, and a \$5,843.99 advance on expenses. Configure will apply the expense advance first to any expenses incurred but not reimbursed prior to the Petition Date, and second to any expenses incurred after the Petition Date.

To the extent that any other amounts remained due as of the Petition Date, if any, Configure has agreed to waive such amounts upon the Court's approval of its engagement by the Debtors.

16. For the reasons set forth in this Declaration, Configure believes that it is: (a) disinterested as defined in the Bankruptcy Code; and (b) does not hold or represent any interest adverse to the Debtors' estates.

17. The Fee and Expense Structure set forth in the Application is consistent with Configure's typical fee for work of this nature. The fees are set at a level designed to compensate Configure fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Configure's policy to charge its clients for all disbursements and expenses incurred in connection with its services.

18. It is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Configure's restructuring professionals, when formally retained in chapter 11 cases, and when required by local rules, do, and in these Chapter 11 Cases will, keep time records in half-hour increments describing their daily activities and the identity of persons who performed such tasks.

19. The Fee and Expense Structure is comparable to those generally charged by investment banking firms of similar stature to Configure and for comparable engagements, both in and out of court, and reflects a balance between a fixed, monthly fee, and contingent amounts which are tied to the consummation and closing of a transaction as contemplated in the Engagement Letter.

20. The Engagement Letter was negotiated at arm's length and in good faith, and I believe that the provisions contained therein are reasonable terms and conditions of Configure's employment by the Debtors. With respect to the Engagement Letter's indemnification provisions,

unlike the market for other professionals that a debtor or committee may retain, indemnification is a standard term of the market for investment bankers. The indemnity, moreover, is comparable to those generally obtained by investment banking firms of similar stature to Configure and for comparable engagements, both in- and out-of-court.

21. Other than as set forth above, there is no proposed arrangement between the Debtors and Configure for compensation to be paid in these Chapter 11 Cases. Configure has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

22. The foregoing constitutes the statement of Configure pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 5002.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 4, 2025

/s/ Rory Keenan

Rory Keenan
Managing Director
Configure Partners, LLC

SCHEDULE 1

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	Aluminum Precision Products Inc.
3M Technical Ceramics Inc.	Amamco Tool
A & M Welding Inc.	Amazon.com
A Tech Authority Inc.	American Abrasive & Tool Inc.
A&A Aerospace Inc.	American Aerospace Material Inc.
A&S Metal Recycling, Inc	American Aircraft Products, Inc.
A.M. Castle and Company West	American Fiber & Finishing, Inc.
A.N. Deringer Inc.	American Gear Manufacturing Company
AA Mar	American Handforge
AAA Plating & Inspection Inc.	American Lift & Equipment Inc.
Abrasive Finishing Company	American Rotary Tools Company
Accupost Corporation	AMI Metals Inc.
ACE Clearwater Enterprises Inc.	Amtek LLC
Ace Paper	Angeles Steel Services
Acromil Corporation	Anodyne Inc.
ACT Aerospace	Applied Tool and Supply Inc.
Active Fasteners & Supply Inc.	Arconic Corporation
ActiveCyber	Arlington International Aviation Products
Adept Fasteners	Arro-Jet Engineering & Consulting
Adobe Creative	Arrow Thompson Metals Inc.
Advanced Technology Company Inc.	Arrowhead Engineering
Aero Chip Inc.	ASK Corporation
Aero Technology Company	Aspen Management Company
Aerocraft Heat Treating Company Inc.	Associated Concrete Products Inc.
Aerodyne Alloys LLC	Associates Leasing Inc.
Aerospace Multi-Axis Machining	Astro Aluminum Treating Company Inc.
Aerospace Process Distribution	Astro Cut Engineering
Aerospace Technology	Astromatic Inc.
Aerotech Precision Machining	Atlantic Mutual Company
Air Components Inc.	Atlas Testing Laboratories Inc.
Aircraft Crating Inc.	Aurora Bearing Company
Aircraft X-Ray Laboratories Inc.	Aurora Casting and Engineering Inc.
Airgas, Inc.	Automatic Data Processing Inc.
Alatec, Inc.	Avibank Manufacturing Inc.
Alco Service and Supply Company	Barnes Aerospace Inc.
All Metals Processing Inc.	Bellis Steel Company Inc.
All Power Manufacturing Inc.	BJG Electronics Inc.
All Valley Hose & Industrial Supply	Bluestreak Aerospace
All World Machinery Supply	Bodycote plc
Alloy Machining Services, Inc.	Bonelli's Sandblasting
Alloy Processing Inc.	Borrmann Metal Center
Alltech Precision Manufacturing	Bourdela's Grinding Company Inc.
Alta Foodcraft Refreshment Service	Bowman Plating Company Inc.
Altemp Alloys LLC	BRALCO Metals, Inc.
	BrightView Landscape Services Inc.
	Burbank Steel Treating Inc.

Busby Metals Inc.	Creform Corporation
Butler Compressor & Spray Equipment Co.	Crown Lift Trucks
C A C Deburring Corporation	Custom Manufacturing Services, Inc.
C&G Enterprise	Custom Metal Fabrication
C&H Hydraulics Inc.	Cybercut Precision Machining
C3 Complete	Cygnus Inc.
CAD Manufacturing Inc.	D.A. Stuart Co.
California Broach Company	Dasco Engineering Corporation
California Cooling & Consulting LLC	Daymark Ltd.
California Drop Forge Inc.	Decisive Testing Inc.
California Hobby Distributors	Delafield Corporation
California Technical Machining	Dell Technologies Inc.
California-Sierra Transformer Inc.	Deltek, Inc
Canyon Crane Service	Denson Sales Co.
Carlton Forge Works Inc.	Dieform LLC
Carr Lane Manufacturing Company	Digital Services Company
Cascade Industrial Services Corporation	Dillon Aircraft Deburring Inc.
CBC Cleaning and Construction Inc.	Dillon-Quality Plus Inc.
CBT Nuggets, LLC	Dion & Sons Inc.
CCC Steel Inc.	DiscountShopTowels.com
CDW Computer Centers Inc.	Dixie Aerospace Inc.
Cena & Sons Manufacturing Company	DLX Company
Century Machinery Company Inc.	Docusign Inc.
CERTEX USA	DOX Calibration Inc.
Certified Steel Treating Corporation	DreamHost
City Plating and Metal Finishing LLC	Duhig & Company Inc.
Clark & Wheeler Engineering	Durkee Testing Laboratories Inc.
Click Bond Inc.	Eagle Cutting & Supply LLC
CNC Signs	Eagle Eye Calibration Labs Inc.
CNC Surgeon Inc.	Earle M. Jorgensen Company
Coast Plating Inc.	Eci Software Solutions Inc.
Coastal Video Communications Corporation	Ecolab Inc.
College of the Canyons Employee Training Institute	Edwards Lapping Company
Command Tooling Systems	Element Materials Technology
Complete Document Solutions	Embee Processing LLC
Compmedix LLC	EME Inc.
Computerized R&D	Engineered Ceramics
Connell Processing Inc.	EnMark & Associates Ltd.
Continental Forge Company	Enterprise Holdings Inc.
Continental Heat Treating Inc.	Environmental Help Inc.
COR Aircraft Supply	EOF Furniture Works
Cortez Industrial CNC Repair	ETA Global Inc.
Craftech Metal Forming Inc.	EVJ Machine LLC
Craig Numerical Control Programming	Evoqua Water Technologies Corporation
Creative Solutions	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
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Nyanquoi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Thomas M. Horan
Timothy J. Fox, Jr.

SCHEDULE 2

Client Match List

The following Potential Parties in Interest and/or their affiliates are current or former clients of Configure's investment banking department:

None.

**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: 3/25/25 @ 11:00 a.m. (ET)

Objection Deadline: 3/18/25 @ 4:00 p.m. (ET)

**NOTICE OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (A)
AUTHORIZING THE RETENTION AND EMPLOYMENT OF CONFIGURE
PARTNERS, LLC AND CONFIGURE PARTNERS SECURITIES, LLC AS
INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION,
PURSUANT TO 11 U.S.C. §§ 327(a) AND 328, EFFECTIVE AS OF THE PETITION
DATE, (B) WAIVING CERTAIN INFORMATION REQUIREMENTS
IMPOSED BY LOCAL RULE 2016-1, AND (C) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on March 4, 2025, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) filed the attached *Debtors’ Application for Entry of an Order (A) Authorizing the Retention and Employment of Configure Partners, LLC and Configure Partners Securities, LLC as Investment Banker for the Debtors and Debtors in Possession, Pursuant to 11 U.S.C. §§ 327(a) and 328, Effective as of the Petition Date, (B) Waiving Certain Information Requirements Imposed by Local Rule 2016-1, and (C) Granting Related Relief* (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that responses, if any, to the relief requested by the Application, must be filed on or before **March 18, 2025, at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must serve a copy of the response 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

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.

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 on the relief requested by the Application will be held on **March 25, 2025, at 11:00 a.m. (ET)** before the Honorable Laurie Selber Silverstein, in 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 NO OBJECTIONS TO THE RELIEF REQUESTED BY THE APPLICATION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE BID PROCEDURES RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

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

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