

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

In re:

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

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

**Related Docket Nos. 12 and 59**

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

Upon the motion (the "Motion")<sup>2</sup> of the Debtors for entry of an interim order and this final order (the "Order"): (i) authorizing the Debtors, in their discretion, to (a) continue to operate their Cash Management System (as defined herein), (b) honor certain prepetition obligations related thereto, and (c) maintain existing Bank Accounts and Business Forms (as defined herein); (ii) authorizing continued use of Corporate Credit Cards; and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is

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

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



proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if necessary, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to maintain and use their current Cash Management System existing as of the Petition Date subject to any modification provided herein.
3. The Debtors are authorized to open new bank accounts or close any existing bank accounts as they may deem necessary and appropriate in their discretion; *provided* that (a) the Debtors shall give five days advance notice to the U.S. Trustee, counsel to the DIP Lender, counsel to the Prepetition Agent, and any statutory committees appointed in these chapter 11 cases, and (b) any new bank account shall be at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such bank that is willing to immediately execute such an agreement. The relief granted in this Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened.

4. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, to the extent the Debtors did not previously do so following entry of the Interim Order, the Debtors shall as soon as possible (a) contact the Bank, (b) provide the Bank with each of the Debtors' employer identification numbers, and (c) identify each of their accounts held at the Bank as being held by a debtor in possession and provide the case number.

5. The U.S. Trustee Guidelines are hereby modified such that the Debtors are not required to: (a) close all existing bank accounts and open new debtor in possession accounts or (b) establish specific bank accounts for tax payments.

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

7. The Debtors are authorized to pay or reimburse the Banks and service providers in the ordinary course of business for any Bank Fees arising prior to or after the Petition Date. All

amounts due to the applicable Bank for Bank Fees shall have administrative expense priority status pursuant to Section 503(b) of the Bankruptcy Code.

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

9. Each Bank is authorized and directed without the need for further order of this Court to in the ordinary course of business: (a) continue to administer, service, and maintain, the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date, without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Disbursements”) on account of a claim; and (c) debit the Bank Accounts for: (i) all undisputed prepetition bank and service fees outstanding as of the date hereof, if any, owed to the applicable Bank for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors’ Bank Accounts which were cashed at the Bank’s counters or exchanged for cashier’s checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in the Debtors’ Bank Accounts at the

Banks prior to the Petition Date, which have been dishonored or returned unpaid for any reason, including but not limited to dishonored checks, wire transfers, ACH payments (credits or debits) or other electronic transfers or debits and any and all obligations, chargebacks, returns or liabilities, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date.

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

11. Each Bank is further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account, and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, and the applicable Bank shall have no liability to any party for relying on such representations or instructions.

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

13. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. The Debtors, upon consultation with the DIP Agent, the Banks, and any statutorily appointed committee, may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business and not inconsistent with this Order that they deem appropriate in their discretion, including, without limitation, closing the Bank Accounts or opening new bank accounts as set forth herein in paragraph 3.

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

15. The Debtors are authorized to continue to use their existing Business Forms without alteration or change and without the designation “Debtor in Possession” imprinted upon them; *provided, however*, once the Debtors’ existing checks have been used, the Debtors shall, when reordering checks, require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all checks; *provided further* that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the “Debtor in

Possession” legend and the bankruptcy case number on such items within fourteen (14) days of the date of entry of this Order.

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

17. Nothing in this Order nor any actions taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

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

19. The requirements of Bankruptcy Rule 6003 are satisfied.

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

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

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

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

**Dated: March 20th, 2025**  
**Wilmington, Delaware**

4921-3418-4224, v. 2

  
**LAURIE SELBER SILVERSTEIN**  
**UNITED STATES BANKRUPTCY JUDGE**