

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. 16 & 169

**SUPPLEMENTAL NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS**

**YOU ARE RECEIVING THIS SUPPLEMENTAL NOTICE BECAUSE YOU MAY BE A COUNTERPARTY TO A CONTRACT OR LEASE WITH ONE OR MORE OF THE ABOVE-CAPTIONED DEBTORS OR DEBTORS IN POSSESSION. PLEASE READ THIS SUPPLEMENTAL NOTICE CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED BY THE POTENTIAL TRANSACTIONS DESCRIBED HEREIN.**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

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

2. On February 26, 2025, the Debtors filed the *Debtors’ Motion for Entry of an Order (A)(I) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (II) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of the Notice Thereof, (V) Approving Assumption and Assignment Procedures for Executory Contracts and Unexpired Leases, (VI) Authorizing and Approving the Debtors’ Entry Into the Stalking Horse APA, (VII) Authorizing and Approving Bid Protections, and (VII) Granting Related Relief and (B)(I) Approving the Sale of Substantially All of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 16] (the “Bidding Procedures Motion”) seeking approval of, among other things, the procedures to be employed by the Debtors in connection with the proposed sale (the “Sale”) of all or substantially all of the Debtors’ assets (collectively, the “Assets”) through a section 363 sale process.

<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.



3. On March 25, 2025, the Court entered an order [Docket No. 169] (the “Bidding Procedures Order”)<sup>2</sup> granting the relief sought in the Bidding Procedures Motion, including, among other things, approving the Bidding Procedures, which established certain key dates and times related to the Sale and Auction, and authorizing the Debtors to enter into and perform under an asset purchase agreement, dated as of February 25, 2025 (the “Stalking Horse APA”), with FMI Holdco LLC (the “Stalking Horse Purchaser”), subject to the Debtors’ acceptance of higher or otherwise better offers in accordance with the Bidding Procedures.

4. In accordance with the Bidding Procedures Order, the Debtors previously filed and served on applicable counterparties a notice [Docket No. 171] (the “Potential Assignment Notice”) setting forth certain executory contracts and unexpired leases that may potentially be assumed and assigned in connection with a Sale pursuant to sections 363 and 365 of the Bankruptcy Code.

5. The Debtors hereby file this supplemental Potential Assignment Notice (this “Supplemental Potential Assignment Notice”) which (a) adds certain contracts and leases inadvertently omitted from the initial Potential Assignment Notice and (b) sets forth the cure amounts, if any, that the Debtors believe must be paid to cure any prepetition defaults under such listed additional contracts and leases (in each instance, the “Cure Cost”).

6. **You are receiving this Supplemental Potential Assignment Notice because you or one of your affiliates may be a party to an unexpired lease or an executory contract listed on Exhibit A hereto that *may* potentially be assumed and assigned (collectively, the “Potentially Assigned Agreements” and each, a “Potentially Assigned Agreement”) in connection with the Sale pursuant to sections 363 and 365 of the Bankruptcy Code. The presence of a contract or lease on Exhibit A attached hereto does not constitute an admission that such contract or lease is an executory contract or unexpired lease or that such contract or lease will be assumed and assigned as part of the Sale. The Debtors reserve all of their rights, claims, and causes of action with respect to the contracts and leases listed on Exhibit A attached hereto.**

7. Pursuant to the Bidding Procedures Order, objections based on adequate assurance of future performance of the Stalking Horse Purchaser (a “Stalking Horse Adequate Assurance Objection”) must (1) (a) be in writing; and (b) state the basis for such objection; and (2) be filed with the Court and served no later than April 4, 2025 at 12:00 p.m. (ET) on the following parties (the “Objection Notice Parties”): (i) counsel for the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi, email: gregg.galardi@ropesgray.com), and Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers and Robert A. Weber; email: desgross@chipmanbrown.com and weber@chipmanbrown.com), and Chipman Brown Cicero & Cole LLP, 501 5th Ave, 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com); (ii) counsel for the Stalking Horse Purchaser, Troutman Pepper Locke LLP, 300 S. Grand Ave., 26<sup>th</sup> Floor, Los Angeles, CA 90071 (Attn: David Kupetz; email: david.kupetz@troutman.com); (iii) counsel for any statutory committee of unsecured creditors appointed in these chapter 11 cases; (iv) counsel to the DIP Lender, King & Spalding LLP, 1100

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order or the Bidding Procedures, attached to the Bidding Procedures Order as Exhibit 1 thereto, as applicable.

Louisiana St., Suite 4100, Houston, TX 77002 (Attn: Michael Fishel; email: [mfishel@kslaw.com](mailto:mfishel@kslaw.com)) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kenneth J. Enos; email: [kenos@ycst.com](mailto:kenos@ycst.com)); and (v) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801 (Attn: Rosa Sierra-Fox; email: [Rosa.Sierra-Fox@usdoj.gov](mailto:Rosa.Sierra-Fox@usdoj.gov)).

8. Other objections, including to the Cure Cost or the proposed assumption, assignment, or adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Purchaser (an “Additional Assigned Contract Objection” and, together with a Stalking Horse Adequate Assurance Objection, an “Assigned Contract Objection”), must (1)(a) be in writing; and (b) state the basis for such objection; and (2) be filed with the Court and served in the same manner and on the same Objection Notice Parties as set forth in paragraph 7 above no later than the later of (a) April 7, 2025 at the time of the Sale Hearing and (b) 5:00 p.m. (ET) on the date that is fourteen days from the date hereof.

9. Subject to the terms of the Bidding Procedures Order, an auction (the “Auction”) for the Assets, including the Potentially Assigned Agreements, will be conducted on **April 4, 2025 at 10:00 a.m. (ET)**. As soon as reasonably practicable after closing the Auction, if any, the Debtors will file and serve a notice that identifies the Successful Bidder for the Assets, including any Potentially Assigned Agreements.

10. The Court will hear and determine any objections to the assumption and assignment of the Potentially Assigned Agreements to the Successful Bidder at the Sale Hearing or at a later date as may be fixed by the Court. The Sale Hearing to consider the proposed Sale shall be held before the Honorable Laurie Selber Silverstein on **April 7, 2025 at 2:00 p.m. (ET)**, or such other date as determined by the Court, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801.

11. If any objection to the assumption or assignment of any Potentially Assigned Agreement is not satisfactorily resolved, the Successful Bidder and Debtors may determine that such Potentially Assigned Agreement should be rejected and not assigned, in which case neither the Debtors nor the Successful Bidder will be responsible for any Cure Cost with respect to such contract or lease.

12. Copies of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures, this notice, and any other related documents are available: (a) upon request to Verita Global via email at [fmiinfo@veritaglobal.com](mailto:fmiinfo@veritaglobal.com); (b) by visiting the Debtors’ restructuring website at [www.veritaglobal.net/FMIAerostructures](http://www.veritaglobal.net/FMIAerostructures); or (c) for a fee via PACER by visiting <https://pacer.uscourts.gov>.

13. Adequate assurance of future performance information for the Stalking Horse Purchaser is available by contacting counsel to the Stalking Horse Purchaser at: Troutman Pepper Locke LLP, 300 S. Grand Ave., 26<sup>th</sup> Floor, Los Angeles, CA 90071 (Attn: David Kupetz; email: [david.kupetz@troutman.com](mailto:david.kupetz@troutman.com)).

Dated: March 28, 2025  
Wilmington, Delaware

**CHIPMAN BROWN CICERO & COLE, LLP**

/s/ Mark L. Desgrosseilliers

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*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A TO SUPPLEMENTAL POTENTIAL ASSIGNMENT NOTICE**

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Cure Amount
1.	Rebas, Inc. / Toyota Industries Commercial Finance, Inc.	Forrest Machining LLC	Master Lease Agreement – Equipment, dated as of March 1, 2022 (together with all schedules, exhibits, and amendments thereto)	\$0.00