

**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. 35

**CERTIFICATION OF COUNSEL REGARDING DEBTORS' MOTION FOR
ENTRY OF AN ORDER (I) SETTING CURE AMOUNTS FOR CERTAIN CONTRACTS
AND LEASES AND (II) GRANTING RELATED RELIEF**

The undersigned counsel for the above-captioned debtors and debtors in possession (the “**Debtors**”) hereby certifies as follows:

1. On February 26, 2025, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Setting Cure Amounts for Certain Contracts and Leases and (II) Granting Related Relief* [Docket No. 35] (the “**Motion**”).
2. Pursuant to the notice of Motion, the deadline to file objections regarding the relief requested in the Motion was set for March 17, 2025, at 4:00 p.m. (Eastern Time).
3. On March 10, 2025, Rexford Industrial – 27712 Avenue Mentry, LLC (“**Rexford**”) filed the *Objection by Rexford Industrial - 27712 Avenue Mentry, LLC to Notice of Proposed Cure Amounts and Reservation of Rights* [Docket No. 95] (the “**Objection**”).
4. The Debtors hereby submit a revised form of order (the “**Revised Order**”), attached hereto as **Exhibit A**, which resolves Rexford’s Objection. The Revised Order has been reviewed by Rexford and is acceptable to Rexford.

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.



5. Attached as **Exhibit B** is a blackline of the Revised Order against the order filed with the Motion.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Order attached hereto as **Exhibit A** at its earliest convenience.

Dated: March 24, 2025

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

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)

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Related Docket No. 35

**ORDER APPROVING DEBTORS' MOTION FOR ENTRY OF
AN ORDER (I) SETTING CURE AMOUNTS FOR CERTAIN
CONTRACTS AND LEASES, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the Debtors for entry of an order: (i) fixing the monetary amounts that the Debtors would be obligated to pay under section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption or assumption and assignment of the executory contracts (each, a "Contract" and collectively, the "Contracts") and unexpired leases (each, a "Lease" and collectively, the "Leases") included on **Schedule 1** hereto (collectively, the "Subject Contracts and Leases"), which monetary amounts the Debtors maintain consist entirely of the prepetition "cure" amounts listed on **Schedule 1** hereto and no other amounts (transfer fees, premiums, etc.), assuming that the Debtors will continue to pay any and all of the ordinary course post-petition amounts that will become due and payable under a Contract or Lease on and after the Petition Date (the "Cure Amounts"); and (ii) granting related relief, all as more fully described in the Motion; 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

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 defined herein shall have the meanings ascribed to such terms in the Motion.

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

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. Pursuant to section 365 of the Bankruptcy Code, the proposed Cure Amounts for the Subject Contracts and Leases listed on Schedule 1 hereto are approved.
3. The Counterparties are each deemed to have consented to (a) the Debtors' assumption or assumption and assignment of the Subject Contracts and Leases (other than reserved objections related to adequate assurance of future performance by a proposed assignee), and (b) the Cure Amount for the subject Contracts and Leases listed on Schedule 1 hereto.
4. The Counterparties shall be forever enjoined and barred from objecting to the ability of the Debtors to assume or assume and assign the Subject Contracts and Leases for any reason, including any that could have been raised under section 365(b)(1)(A) & (B) of the

Bankruptcy Code; *provided, however*, in the event the Debtors seek to assign the Subject Contracts and Leases, the Counterparties shall retain the right to object to assumption and assignment of the Subject Contracts and Leases on the basis of adequate assurance of performance by the proposed assignee.

5. The Counterparties shall be forever enjoined and barred from seeking any additional amount on account of the Debtors' obligations under section 365(b)(1)(A) & (B) of the Bankruptcy Code from the Debtors, their estates, or the Successful Bidder; *provided, however*, that nothing herein shall preclude a Counterparty from seeking satisfaction of administrative expense claims relating to the period after Petition Date.

6. Nothing in the Motion or this Order shall prohibit the Debtors from filing one or more motions to reject, assume, assume and assign, or cure executory contracts and unexpired leases.

7. Nothing herein shall be construed as a concession or evidence that a Contract or Lease has expired, been terminated, or is otherwise not currently in full force and effect. The Counterparties' and Debtors' rights with respect thereto are reserved, including the Counterparties' and Debtors' rights to seek a later determination of such matters and to dispute the validity, status, characterization, or enforceability of such Contract or Lease and any claims related thereto. The Debtors do not waive any claims they may have against any Counterparties, regardless of whether such claims relate to the Contract(s) or Lease(s) between the Debtors and such Counterparty. The Debtors' rights to amend or supplement **Schedule 1**, or to take other action as is necessary and appropriate to avoid overpayment or duplicate payments for the Cure Amounts, are reserved.

8. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (a) a request by the

Debtors to assume, reject, or assume and assign any executory contract or unexpired lease of real property, (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the debtors' ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law, (c) an admission that any Contract or Lease is executory or unexpired, (d) a promise to pay any claim, (e) granting third party-beneficiary status or bestowing any additional rights on any third party, (f) being otherwise enforceable by any third party, or (g) otherwise prejudicial to the Debtors' rights to contest any amount claimed to be due by any person or entity, including the amounts owed to a Counterparty.

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

10. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or that enhance the status of, any claim held by any person or entity.

11. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation and/or implementation of this Order.

SCHEDULE 1**Subject Contracts and Leases and Cure Amounts¹**

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
1.	ActiveCyber	Forrest Machining LLC	Information Technology – Service Agreement - Cyber Security Gap Assessment, Policies & Procedures, POAM	\$0.00
2.	Adobe Creative	Forrest Machining LLC	Adobe Software Subscription Agreement	\$0.00
3.	A&S Metal Recycling, Inc.	Forrest Machining LLC	Aluminum & Titanium Recycling Service Agreement	\$0.00
4.	AT&T	Forrest Machining LLC	Internet Service and Hosted VoIP Agreement	\$0.00
5.	Bouncie / Tail Light LLC	Forrest Machining LLC	GPS Tracker Agreement - fleet vehicles	\$0.00
6.	C3 Complete	Forrest Machining LLC	Information Technology – Software Agreement - AvePoint Cloud Backup M365 (Microsoft M365 GCC High Cloud Backup)	\$2,280.00
7.	C3 Complete	Forrest Machining LLC	Information Technology – Software Agreement - Microsoft GCC High M365 G5)	\$0.00
8.	CBT Nuggets, LLC	Forrest Machining LLC	Information Technology Agreement - CBT Nuggets	\$0.00

¹ The inclusion of a Contract or Lease in this schedule does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the Counterparty to such Contract or Lease. Moreover, this schedule is not an agreement to assume or assume and assign any Contract or Lease contained herein.

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
9.	CDS (Complete Document Solutions)	Forrest Machining LLC	Lease Agreement - (4) Canon DX-C5840i Multifunction Copiers 2022/60	\$0.00
10.	Dell Support (hardware)	Forrest Machining LLC	Dell Service Agreement - Precision Laptops & Precision Workstations	\$4,736.00
11.	Deltek, Inc.	Forrest Machining LLC	Information Technology – Software Agreement - ProPricer - Quoting Application	\$0.00
12.	DocuSign	Forrest Machining LLC	Information Technology – Software Agreement - DocuSign	\$15,396.00
13.	DreamHost	Forrest Machining LLC	Domain Registration & Website Hosting Agreement	\$0.00
14.	ECI Software Solutions	Forrest Machining LLC	Information Technology – Software Agreement - JobBOSS (ERP/MRP)	\$1,762.00
15.	Environmental HELP, Inc. (EHI)	Forrest Machining LLC	Stormwater Pollution Prevention Plan (SWPPP)	\$2,500.00
16.	Exostar LLC	Forrest Machining LLC	Cloud Portal Agreement	\$0.00
17.	Ford Credit	Forrest Machining LLC	Ford Truck Lease	\$0.00
18.	Fortinet Inc.	Forrest Machining LLC	Information Technology – Software Agreement - Fortinet Token Administration MFA – CUI	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
19.	Freshworks Inc.	Forrest Machining LLC	Information Technology Software Agreement - Freshservice Pro	\$0.00
20.	FTI Services	Forrest Machining LLC	Data Backup Appliance & Cloud Backup Replication Agreement - Datto Siris 3 Pro	\$0.00
21.	Global Finance Group, Inc.	Forrest Machining LLC	SNK Equipment Lease	\$0.00
22.	GoDaddy Inc.	Forrest Machining LLC	SSL Certificate	\$0.00
23.	GoToMyPC	Forrest Machining LLC	Software Agreement - Remote Login	\$0.00
24.	Hexagon AB	Forrest Machining LLC	Engineering – Software Agreement - PC-DMIS	\$0.00
25.	Hexagon AB	Forrest Machining LLC	Engineering – Software Agreement - PC-DMIS	\$0.00
26.	Inceptra LLC	Forrest Machining LLC	Engineering – Software Agreement - CATIA V5	\$0.00
27.	Inceptra LLC	Forrest Machining LLC	Engineering – Software Agreement - CATIA V5 PLM	\$0.00
28.	Information Professionals Association	Forrest Machining LLC	eWork Orders Maintenance PM and Work Order System	\$0.00
29.	InspectionXpert	Forrest Machining LLC	Engineering – Software Agreement - Ideagen Quality Control	\$1,950.00
30.	Kubo	Forrest Machining LLC	K1CRP Agreement	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
31.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006927, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
32.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006936, dated as of January 2022 together with all purchase orders issued pursuant thereto	\$0.00
33.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006967, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
34.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006996, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
35.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007374, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
36.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007706, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
37.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007737, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
38.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007805, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
39.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500008002, dated as of January 2025 together with all purchase orders issued pursuant thereto	\$0.00
40.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007776, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
41.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500008610, dated as of January 2025 together with all purchase orders issued pursuant thereto	\$0.00
42.	Lockheed Martin Corporation	Forrest Machining LLC	Terms and Conditions - Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS)	\$0.00
43.	Mitsubishi HC Capital America	Forrest Machining LLC	OKK Equipment Lease	\$0.00
44.	Net-Inspect	Forrest Machining LLC	Engineering – Software Agreement - First Article Inspection	\$0.00
45.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Long Term Agreement No. 4700002495, dated as of February 18, 2021, together with all purchase	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
			orders issued pursuant thereto	
46.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Long Term Agreement No. 4700002534, dated as of May 19, 2022, together with all purchase orders issued pursuant thereto	\$0.00
47.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Terms and Conditions - U.S. Government - Firm Fixed Price Order	\$0.00
48.	Rexford Industrial – 27712 Avenue Mentry, LLC, successor-in-interest to Avenue Mentry, LLC	Forrest Machining LLC	Amended and Restated Standard Industrial/Commercial Single Tenant Lease – Net, dated as of July 30, 2021 (together with all amendments, addenda, schedules, and exhibits thereto) for 27712 Avenue Mentry, Valencia, CA 91355	\$424,627.23 ²
49.	Rexford Industrial – 27712 Avenue Mentry, LLC,	Forrest Machining LLC	Amended and Restated Standard Industrial/Commercial Single Tenant Lease – Net,	\$374,614.93 ³

² This proposed cure amount includes \$137,216.91 in real property taxes due and payable in connection with the leased real property. The proposed cure amount for this Lease shall be reduced by the amount of any payment made by the Debtors in connection with such real property taxes at or prior to the time of the proposed assumption and assignment. For purposes of clarification, this proposed cure amount does not include the second installment of real property taxes, which is in addition to the cure amount and will become due and payable after the date hereof.

³ This proposed cure amount includes \$117,186.64 in real property taxes due and payable in connection with the leased real property. The proposed cure amount for this Lease shall be reduced by the amount of any payment made by the Debtors in connection with such real property taxes at or prior to the time of the proposed assumption and assignment. For purposes of clarification, this proposed cure amount does not include the second installment of real property taxes, which is in addition to the cure amount and will become due and payable after the date hereof.

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
	successor-in-interest to 27756 Avenue Mentry, LLC		dated as of July 30, 2021 (together with all amendments, addenda, schedules, and exhibits thereto) for 27756 Avenue Mentry, Valencia, CA 91355	
50.	Sage IT Inc.	Forrest Machining LLC	Information Technology – Software Agreement - Sage Fixed Assets	\$0.00
51.	Sage IT Inc.	Forrest Machining LLC	Sage Fixed Assets Software Agreement	\$0.00
52.	Saratech	Forrest Machining LLC	Engineering – Software Agreement	\$0.00
53.	Shop Floor Automations	Forrest Machining LLC	Information Technology – Software Agreement - Scytec DataXchange (Machine Monitoring Software)	\$0.00
54.	SonicWall, Inc.	Forrest Machining LLC	Information Technology – Service Agreement - Firewall & Wireless Access Points	\$0.00
55.	unipoint Software Inc.	Forrest Machining LLC	QMS Agreement (Quality– Software)	\$0.00
56.	USbank (IOTEC)	Forrest Machining LLC	Lease Agreement - KIP SYS 7172 K6 2 Roll Plotter 2024/36	\$0.00
57.	Vericut (CGTech)	Forrest Machining LLC	Engineering – Software Agreement - ICAM	\$0.00
58.	Vericut (CGTech)	Forrest Machining LLC	Engineering – Software Agreement - Vericut	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
59.	Vericut	Forrest Machining LLC	Engineering – Software Agreement	\$0.00
60.	Verisurf Software, Inc.	Forrest Machining LLC	Engineering – Software Agreement - Verisurf	\$0.00
61.	Verisurf Software, Inc.	Forrest Machining LLC	Engineering – Software Agreement - Verisurf	\$0.00
62.	VMware LLC	Forrest Machining LLC	vSphere Support Contract	\$0.00
63.	Webroot Inc.	Forrest Machining LLC	Anti-Virus Software Agreement (machine PCs)	\$0.00

EXHIBIT B

Redline 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)

~~(Joint Administration Pending)~~

(Jointly Administered)

Related Docket No. 35

**ORDER APPROVING DEBTORS' MOTION FOR ENTRY OF
AN ORDER (I) SETTING CURE AMOUNTS FOR CERTAIN
CONTRACTS AND LEASES, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the Debtors for entry of an order: (i) fixing the monetary amounts that the Debtors would be obligated to pay under section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption or assumption and assignment of the executory contracts (each, a "Contract" and collectively, the "Contracts") and unexpired leases (each, a "Lease" and collectively, the "Leases") included on **Schedule 1** ~~to Exhibit B to the Motion~~hereto (collectively, the "Subject Contracts and Leases"), which monetary amounts the Debtors maintain consist entirely of the prepetition "cure" amounts listed on **Schedule 1** ~~to Exhibit B to the Motion~~hereto and no other amounts (transfer fees, premiums, etc.), assuming that the Debtors will continue to pay any and all of the ordinary course post-petition amounts that will become due and payable under a Contract or Lease on and after the Petition Date (the "Cure

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² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

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

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. Pursuant to section 365 of the Bankruptcy Code, the proposed Cure Amounts for the Subject Contracts and Leases listed on Schedule 1 ~~to Exhibit B to the Motion~~ hereto are approved.
3. The Counterparties are each deemed to have consented to (a) the Debtors’ assumption or assumption and assignment of the Subject Contracts and Leases (other than reserved objections related to adequate assurance of future performance by a proposed assignee),

and (b) the Cure Amount ~~proposed by~~for the ~~Debtors in the Contract and Lease Notice~~subject
Contracts and Leases listed on Schedule 1 hereto.

4. The Counterparties shall be forever enjoined and barred from objecting to the ability of the Debtors to assume or assume and assign the Subject Contracts and Leases for any reason, including any that could have been raised under section 365**(b)(1)(A) & (B)** of the Bankruptcy Code; *provided, however*, in the event the Debtors seek to assign the Subject Contracts and Leases, the Counterparties shall retain the right to object to assumption and assignment of the Subject Contracts and Leases on the basis of adequate assurance of performance by the proposed assignee.

5. The Counterparties shall be forever enjoined and barred from seeking any additional amount on account of the Debtors' obligations under section 365**(b)(1)(A) & (B)** of the Bankruptcy Code,~~or otherwise~~, from the Debtors, their estates, or the Successful Bidder; *provided, however*, that nothing herein shall preclude a Counterparty from seeking satisfaction of administrative expense claims relating to the period after ~~the date of the Contract and Lease~~
~~Notice~~Petition Date.

6. Nothing in the Motion or this Order shall prohibit the Debtors from filing one or more motions to reject, assume, assume and assign, or cure executory contracts and unexpired leases.

7. Nothing herein shall be construed as a concession or evidence that a Contract or Lease has expired, been terminated, or is otherwise not currently in full force and effect. The Counterparties' and Debtors' rights with respect thereto are reserved, including the Counterparties' and Debtors' rights to seek a later determination of such matters and to dispute the validity, status, characterization, or enforceability of such Contract or Lease and any claims

related thereto. The Debtors do not waive any claims they may have against any Counterparties, regardless of whether such claims relate to the Contract(s) or Lease(s) between the Debtors and such Counterparty. The Debtors' rights to amend or supplement Schedule 1 ~~to Exhibit B to the Motion~~, or to take other action as is necessary and appropriate to avoid overpayment or duplicate payments for the Cure Amounts, are reserved.

8. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (a) a request by the Debtors to assume, reject, or assume and assign any executory contract or unexpired lease of real property, (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the debtors' ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law, (c) an admission that any Contract or Lease is executory or unexpired, (d) a promise to pay any claim, (e) granting third party-beneficiary status or bestowing any additional rights on any third party, (f) being otherwise enforceable by any third party, or (g) otherwise prejudicial to the Debtors' rights to contest any amount claimed to be due by any person or entity, including the amounts owed to a Counterparty.

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

10. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or that enhance the status of, any claim held by any person or entity.

11. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation and/or implementation of this Order.

SCHEDULE 1**Subject Contracts and Leases and Cure Amounts¹**

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
1.	ActiveCyber	Forrest Machining LLC	Information Technology – Service Agreement - Cyber Security Gap Assessment, Policies & Procedures, POAM	\$0.00
2.	Adobe Creative	Forrest Machining LLC	Adobe Software Subscription Agreement	\$0.00
3.	A&S Metal Recycling, Inc.	Forrest Machining LLC	Aluminum & Titanium Recycling Service Agreement	\$0.00
4.	AT&T	Forrest Machining LLC	Internet Service and Hosted VoIP Agreement	\$0.00
5.	Bouncie / Tail Light LLC	Forrest Machining LLC	GPS Tracker Agreement - fleet vehicles	\$0.00
6.	C3 Complete	Forrest Machining LLC	Information Technology – Software Agreement - AvePoint Cloud Backup M365 (Microsoft M365 GCC High Cloud Backup)	\$2,280.00
7.	C3 Complete	Forrest Machining LLC	Information Technology – Software Agreement - Microsoft GCC High M365 G5)	\$0.00
8.	CBT Nuggets, LLC	Forrest Machining LLC	Information Technology Agreement - CBT Nuggets	\$0.00

¹ The inclusion of a Contract or Lease in this schedule does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the Counterparty to such Contract or Lease. Moreover, this schedule is not an agreement to assume or assume and assign any Contract or Lease contained herein.

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
9.	CDS (Complete Document Solutions)	Forrest Machining LLC	Lease Agreement - (4) Canon DX-C5840i Multifunction Copiers 2022/60	\$0.00
10.	Dell Support (hardware)	Forrest Machining LLC	Dell Service Agreement - Precision Laptops & Precision Workstations	\$4,736.00
11.	Deltek, Inc.	Forrest Machining LLC	Information Technology – Software Agreement - ProPricer - Quoting Application	\$0.00
12.	DocuSign	Forrest Machining LLC	Information Technology – Software Agreement - DocuSign	\$15,396.00
13.	DreamHost	Forrest Machining LLC	Domain Registration & Website Hosting Agreement	\$0.00
14.	ECI Software Solutions	Forrest Machining LLC	Information Technology – Software Agreement - JobBOSS (ERP/MRP)	\$1,762.00
15.	Environmental HELP, Inc. (EHI)	Forrest Machining LLC	Stormwater Pollution Prevention Plan (SWPPP)	\$2,500.00
16.	Exostar LLC	Forrest Machining LLC	Cloud Portal Agreement	\$0.00
17.	Ford Credit	Forrest Machining LLC	Ford Truck Lease	\$0.00
18.	Fortinet Inc.	Forrest Machining LLC	Information Technology – Software Agreement - Fortinet Token Administration MFA – CUI	\$0.00
19.	Freshworks Inc.	Forrest Machining LLC	Information Technology Software Agreement -	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
			Freshservice Pro	
20.	FTI Services	Forrest Machining LLC	Data Backup Appliance & Cloud Backup Replication Agreement - Datto Siris 3 Pro	\$0.00
21.	Global Finance Group, Inc.	Forrest Machining LLC	SNK Equipment Lease	\$0.00
22.	GoDaddy Inc.	Forrest Machining LLC	SSL Certificate	\$0.00
23.	GoToMyPC	Forrest Machining LLC	Software Agreement - Remote Login	\$0.00
24.	Hexagon AB	Forrest Machining LLC	Engineering – Software Agreement - PC-DMIS	\$0.00
25.	Hexagon AB	Forrest Machining LLC	Engineering – Software Agreement - PC-DMIS	\$0.00
26.	Inceptra LLC	Forrest Machining LLC	Engineering – Software Agreement - CATIA V5	\$0.00
27.	Inceptra LLC	Forrest Machining LLC	Engineering – Software Agreement - CATIA V5 PLM	\$0.00
28.	Information Professionals Association	Forrest Machining LLC	eWork Orders Maintenance PM and Work Order System	\$0.00
29.	InspectionXpert	Forrest Machining LLC	Engineering – Software Agreement - Ideagen Quality Control	\$1,950.00
30.	Kubo	Forrest Machining LLC	K1CRP Agreement	\$0.00
31.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006927, dated as of January 2023 together with all purchase orders	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
			issued pursuant thereto	
32.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006936, dated as of January 2022 together with all purchase orders issued pursuant thereto	\$0.00
33.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006967, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
34.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006996, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
35.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007374, dated as of January 2023 together with all purchase orders issued pursuant thereto	\$0.00
36.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007706, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
37.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007737, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
38.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007805, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
39.	Lockheed	Forrest	Long Term Agreement	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
	Martin Corporation	Machining LLC	No. 6500008002, dated as of January 2025 together with all purchase orders issued pursuant thereto	
40.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500007776, dated as of January 2024 together with all purchase orders issued pursuant thereto	\$0.00
41.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500008610, dated as of January 2025 together with all purchase orders issued pursuant thereto	\$0.00
42.	Lockheed Martin Corporation	Forrest Machining LLC	Terms and Conditions - Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS)	\$0.00
43.	Mitsubishi HC Capital America	Forrest Machining LLC	OKK Equipment Lease	\$0.00
44.	Net-Inspect	Forrest Machining LLC	Engineering – Software Agreement - First Article Inspection	\$0.00
45.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Long Term Agreement No. 4700002495, dated as of February 18, 2021, together with all purchase orders issued pursuant thereto	\$0.00
46.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Long Term Agreement No. 4700002534, dated as of May 19, 2022, together with all purchase orders issued pursuant thereto	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
47.	Northrop Grumman Systems Corporation	Forrest Machining LLC	Terms and Conditions - U.S. Government - Firm Fixed Price Order	\$0.00
48.	Rexford Industrial – 27712 Avenue Mentry, LLC, successor-in-interest to Avenue Mentry, LLC	Forrest Machining LLC	Amended and Restated Standard Industrial/Commercial Single Tenant Lease – Net, dated as of July 30, 2021 (together with all amendments, addenda, schedules, and exhibits thereto) for 27712 Avenue Mentry, Valencia, CA 91355	\$554,000.00 <u>424,627.23²</u>
49.	Rexford Industrial – 27712 Avenue Mentry, LLC, successor-in-interest to 27756 Avenue Mentry, LLC	Forrest Machining LLC	Amended and Restated Standard Industrial/Commercial Single Tenant Lease – Net, dated as of July 30, 2021 (together with all amendments, addenda, schedules, and exhibits thereto) for 27756 Avenue Mentry, Valencia, CA 91355	\$0.00 <u>374,614.93³</u> =

² [This proposed cure amount includes \\$137,216.91 in real property taxes due and payable in connection with the leased real property. The proposed cure amount for this Lease shall be reduced by the amount of any payment made by the Debtors in connection with such real property taxes at or prior to the time of the proposed assumption and assignment. For purposes of clarification, this proposed cure amount does not include the second installment of real property taxes, which is in addition to the cure amount and will become due and payable after the date hereof.](#)

³ [This proposed cure amount includes \\$117,186.64 in real property taxes due and payable in connection with the leased real property. The proposed cure amount for this Lease shall be reduced by the amount of any payment made by the Debtors in connection with such real property taxes at or prior to the time of the proposed assumption and assignment. For purposes of clarification, this proposed cure amount does not include the second installment of real property taxes, which is in addition to the cure amount and will become due and payable after the date hereof.](#)

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
50.	Sage IT Inc.	Forrest Machining LLC	Information Technology – Software Agreement - Sage Fixed Assets	\$0.00
51.	Sage IT Inc.	Forrest Machining LLC	Sage Fixed Assets Software Agreement	\$0.00
52.	Saratech	Forrest Machining LLC	Engineering – Software Agreement	\$0.00
53.	Shop Floor Automations	Forrest Machining LLC	Information Technology – Software Agreement - Scytec DataXchange (Machine Monitoring Software)	\$0.00
54.	SonicWall, Inc.	Forrest Machining LLC	Information Technology – Service Agreement - Firewall & Wireless Access Points	\$0.00
55.	unipoint Software Inc.	Forrest Machining LLC	QMS Agreement (Quality– Software)	\$0.00
56.	USbank (IOTEC)	Forrest Machining LLC	Lease Agreement - KIP SYS 7172 K6 2 Roll Plotter 2024/36	\$0.00
57.	Vericut (CGTech)	Forrest Machining LLC	Engineering – Software Agreement - ICAM	\$0.00
58.	Vericut (CGTech)	Forrest Machining LLC	Engineering – Software Agreement - Vericut	\$0.00
59.	Vericut	Forrest Machining LLC	Engineering – Software Agreement	\$0.00
60.	Verisurf Software, Inc.	Forrest Machining LLC	Engineering – Software Agreement - Verisurf	\$0.00
61.	Verisurf Software, Inc.	Forrest Machining LLC	Engineering – Software Agreement - Verisurf	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Proposed Cure Amount
62.	VMware LLC	Forrest Machining LLC	vSphere Support Contract	\$0.00
63.	Webroot Inc.	Forrest Machining LLC	Anti-Virus Software Agreement (machine PCs)	\$0.00

Document comparison by Workshare Compare on Monday, March 24, 2025
3:18:56 PM

Input:	
Document 1 ID	netdocuments://4924-0141-9048/1
Description	FMI - Order to Set Cure Amounts
Document 2 ID	netdocuments://4924-0141-9048/3
Description	FMI - Order to Set Cure Amounts
Rendering set	Standard

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

Statistics:	
	Count
Insertions	23
Deletions	15
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	38