

**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: June 10, 2025 at 2:00 p.m. (ET)

Obj. Deadline: May 19, 2025 at 4:00 p.m. (ET)

**DEBTORS’ MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE RETENTION OF CARROLL SERVICES LLC TO PROVIDE JAMES CARROLL
AS CHIEF RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL
EFFECTIVE AS OF MAY 1, 2025, AND (II) GRANTING RELATED RELIEF**

Dynamic Aerostructures LLC and its affiliated debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned counsel, respectfully request entry of an order, pursuant to sections 105(a) and 363 of title 11 of the United States Code, as amended (the “Bankruptcy Code”), and rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing the retention of Carroll Services LLC (“Carroll Services”) to provide James Carroll as the chief restructuring officer to the Debtors (the “CRO”) and additional personnel to support the CRO (the “Additional Personnel”), effective as of May 1, 2025 (the “Effective Date”), and (ii) granting related relief. In support of this motion (this “Motion”), the Debtors, by and through their undersigned counsel, respectfully represent as follows:

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.



JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “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 of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final order or judgment by the Court in connection with this Motion if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 6004.

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. The Debtors’ cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. 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. 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 *Declaration of Eric N. Ellis in Support of Debtors’ Chapter*

11 Petitions and First Day Motions [Docket No. 2] (the “First Day Declaration”), which is incorporated herein by reference.

RELIEF REQUESTED

6. By this Motion, the Debtors respectfully request entry of an order, substantially in the form attached as **Exhibit A** (the “Proposed Order”), (a) authorizing the Debtors’ retention of Carroll Services to provide the CRO and Additional Personnel pursuant to the terms of the engagement agreement attached hereto as **Exhibit B** (the “Engagement Agreement”), effective as of the Effective Date, and (b) granting related relief.

BASIS FOR RELIEF REQUESTED

I. FACTS SPECIFIC TO RELIEF REQUESTED

7. On February 26, 2025, the Debtors filed the *Debtors’ Motion Pursuant To Sections 105, 363, and 365 of the Bankruptcy Code for Entry of Orders (A)(I) Approving Bidding Procedures for the Sale of 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 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 (VIII) 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”).

8. On March 25, 2025, the Court entered an order [Docket No. 169] (the “Bidding Procedures Order”) granting the relief sought in the Bidding Procedures Motion, including, among other things, the Debtors’ selection of FMI Holdco LLC (the “Stalking Horse Bidder” or the

“Purchaser”) as the stalking horse bidder in connection with a sale of substantially all of the Debtors’ assets and the establishment of certain key dates and times related to the sale process and auction.

9. On April 2, 2025, after not receiving any additional qualified bids, in accordance with the Bidding Procedures Order, the Debtors filed a *Notice of Successful Bidder and Cancellation of Auction* [Docket No. 187] (a) cancelling the auction and (b) announcing the Debtors’ designation of the Stalking Horse Bidder as the successful bidder for substantially all of the Debtors’ assets.

10. On April 7, 2025, following a hearing, the Court entered the *Order (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. 199], among other things, approving the sale of substantially all of the Debtors’ assets to the Purchaser.

11. In accordance with the Sale Order, the closing of the sale of substantially all of the Debtors’ assets to the Purchaser occurred on April 11, 2025 (the “Closing Date”). See Docket No. 204.

12. Following the Closing Date, the Debtors along with their advisors, engaged in a process to select an appropriate candidate to serve as an officer of the Debtors and oversee the administration of these chapter 11 cases and assist the Debtors in proceeding towards, and conducting, an orderly and efficient wind down of these chapter 11 cases. That process resulted in the selection of Mr. Carroll to serve as the Debtors’ CRO. Pursuant to the terms of the Engagement Agreement, Carroll Services will provide Mr. Carroll as CRO and the Additional Personnel to provide services as are reasonably necessary to oversee the administration of these

chapter 11 cases and effectuate a wind down of the Debtors' business affairs and bankruptcy estates (such services, the "Services"). A copy of the Engagement Agreement is attached hereto as **Exhibit B**.

A. Professional Qualifications

13. Mr. Carroll is qualified to serve as the Debtors' CRO. Mr. Carroll is an advisor and crisis manager providing services and advice in the areas of restructuring and distressed debt, specifically including the wind down of entities following liquidation or bankruptcy processes.

14. Mr. Carroll has provided similar services and/or has represented various parties in appointments in his role as a restructuring officer, plan administrator, liquidation agent, restructuring agent, trustee, or wind down administrator in other cases of similar size and complexity to these chapter 11 cases. Mr. Carroll, the principal of Carroll Services, has provided wind-down and board fiduciary services in over 30 engagements, including many cases filed in this District such as *Goody's Family Clothing, Inc.*, *Freedom Rings, LLC*, *Tweeter Home Entertainment*, *Cadence Innovation LLC*, *Bostwick Laboratories, Inc.*, *One Aviation, Inc.*, *Aerogroup International, Inc.*, and *The Rockport Company, LLC*. In addition to these representations, Mr. Carroll has substantial experience serving as an independent or named fiduciary and independent director across a wide array of industries.

B. Services to be Provided

15. As the CRO, Mr. Carroll will be responsible for managing all of the Debtors' affairs from and after May 1, 2025 and will have any and all powers and authority of an officer of a limited liability company and corporation necessary to wind down the business and affairs of the Debtors, including the authority to retain and direct estate professionals and utilize such administrative assistance as he deems reasonably necessary. Because many of the Debtors'

employees have transitioned to become employees of the Purchaser, Mr. Carroll may also require the assistance of the Additional Personnel to assist him in performing the Services.

16. As set forth in greater detail in the Engagement Agreement,² Mr. Carroll and the Additional Personnel will perform or will cause to be performed the following Services at the sole expense of the Debtors:

- (a) taking any and all actions that are necessary, advisable or appropriate to assist the Debtors in administering these chapter 11 cases from and after the Effective Date and winding down the Debtors' affairs, liquidating the Debtors' remaining assets, and settling, resolving, and paying from such assets, any remaining liabilities of the Debtors;
- (b) reviewing and evaluating the terms and conditions, and determining the advisability, of any proposed transaction involving the liquidation of the Debtors' assets, the settlement, payment, and discharge of the Debtors' liabilities, and regularly providing updates to the Debtors' board of managers regarding the CRO's activities and the status of the Debtors' liquidation;
- (c) in consultation with the Debtors, taking all such other actions as may be necessary or appropriate in the judgment of the CRO to carry out the duties of the CRO as set forth in the Engagement Agreement; and
- (d) preparing, executing, acknowledging, filing, delivering and recording all such further documents and instruments by or on behalf of the Debtors, and in their names, or otherwise, as in the judgment of the CRO shall be necessary, appropriate, or advisable to fully carry out the intent of and to accomplish the foregoing.

C. Declaration Concerning Conflicts of Interest

17. Mr. Carroll has informed the Debtors that, as described in the Declaration of James Patrick Carroll in support of this Motion (the "Carroll Declaration"), Carroll Services and Mr. Carroll are not currently aware of any relationship that would create a conflict of interest with the Debtors or the parties in interest of which the Debtors have made Carroll Services aware.

² The summary of Services contained in this Motion is intended only to be a summary. In the event of any inconsistency between the description of the Services in this Motion and the Engagement Agreement, the description and scope of services set forth in the Engagement Agreement shall govern in all respects.

Based solely on the Carroll Declaration, the Debtors believe that Carroll Services does not hold or represent any interest adverse to the Debtors or their estates. A copy of the Carroll Declaration is attached hereto as Exhibit C.

D. Compensation

18. Pursuant to the Engagement Agreement, the Debtors have agreed to compensate Carroll Services at a rate of \$20,000 per month plus \$525 per hour for time in excess of forty (40) hours per month spent by Mr. Carroll in providing the Services (the “Compensation”). All invoices for services provided by Carroll Services shall be submitted in accordance with any order approving the relief requested by this Motion and any further orders of the Court and shall itemize the CRO’s time in reasonable detail.

19. In addition to the Compensation described above, the Debtors will reimburse any reasonable out-of-pocket expenses of the CRO, and, if applicable, the Additional Personnel, incurred in connection with the provision of the Services, such as travel, lodging and telephone charges. Subject to any order of the Court approving the relief requested by this Motion, all fees and expenses due to Carroll Services will be billed on a monthly basis, or, at the discretion of Carroll Services, more frequently, and shall be itemized in reasonable detail and subject to approval by the Debtors.

20. The fees described above are consistent with the normal and customary billing practices of Carroll Services for cases of this size and complexity, which require the level and scope of the Services outlined above.

21. The Debtors request that all fees and expenses incurred by Carroll Services in accordance with the Engagement Agreement be treated as administrative expenses of the Debtors’ estates and paid by the Debtors in the ordinary course of business upon submission by Carroll Services of an invoice.

22. Carroll Services shall file with the Court (and serve copies to the U.S. Trustee contemporaneously with such filing) reports of compensation earned and expenses incurred on a monthly basis (each, a “Monthly Report”). Such Monthly Reports will contain summary charts that describe the services provided, identify the compensation earned by the CRO, and itemize the expenses incurred. Time records for the Additional Personnel shall (a) be appended to the reports, (b) contain detailed time entries describing the task(s) performed, and (c) be organized by project category. The time entries shall identify the time spent completing each task in hourly increments. Parties in interest shall have fourteen (14) days after the date each Monthly Report is filed to file a written objection to such Monthly Report with the Court. All compensation will be subject to review by this Court in the event an objection is filed.

E. Indemnification

23. The Engagement Agreement provides that the Debtors will indemnify the CRO (a) in respect of all actions, proceedings, accounts, claims, contributions, demands, awards, costs, expenses (including, attorneys’ fees), judgments or verdicts against CRO arising out of or related to the Engagement Agreement, the CRO’s appointment, and/or the CRO’s service to the Debtors and (b) otherwise to the full extent allowed under Delaware law and as provided by or granted pursuant to the Debtors’ organizational documents.

24. The Debtors and the CRO believe that the indemnification provisions contained in the Engagement Agreement are customary and reasonable under the circumstances and in the best interest of the Debtors, their estates, and creditors in light of the services to be provided by the CRO and any Additional Personnel.

LEGAL BASIS FOR RELIEF REQUESTED

25. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the

estate.” 11 U.S.C. § 363(b)(1). Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of a debtor’s estate, courts have approved the authorization of a sale of a debtor’s assets upon a finding that such sale is based upon the sound business judgment of the debtor. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *In re Schipper*, 933 F.2d 513 (7th Cir. 1991)); *In re Abbotts Dairies, Inc.*, 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the “sound business judgment” test of *Lionel Corp.*, and requiring good faith); *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Stephen Indus., Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986); *Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Delaware & Hudson Ry, Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit adopted the “sound business judgment” test in the *Abbotts Diaries* decision).

26. Where a debtor demonstrates a valid business justification for a decision, it is presumed that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992). This presumption “shields corporate decision makers and their decisions from judicial second-guessing.” *Id.* at 656 (internal citation omitted).

27. Sufficient business justification exists to approve the Engagement Agreement and authorize the retention of Carroll Services to provide the CRO and Additional Personnel to perform the Services. As of April 11, 2025, the Debtors have sold substantially all of their assets and most of the Debtors’ employees have become employees of the Purchaser. The Debtors are now in a position to wind down their affairs and bring these chapter 11 cases to an efficient and orderly

close. Retaining Carroll Services to provide Mr. Carroll as the CRO and the Additional Personnel to perform the Services is necessary to ensure continued administration of these chapter 11 cases and the effective wind down of the Debtors' estates. The Debtors believe it is in the best interests of the Debtors' estates, creditors and other parties in interest for the Debtors to retain Carroll Services to provide Mr. Carroll, as CRO, and the Additional Personnel commencing as of the Effective Date and continuing through the wind down of these chapter 11 cases.

28. Additionally, because the Debtors seek to employ and retain Carroll Services under section 363 of the Bankruptcy Code, rather than retaining Carroll Services as professionals under section 327 of the Bankruptcy Code, the Debtors respectfully submit that Carroll Services should not be required to submit fee applications under sections 330 and 331 of the Bankruptcy Code. Instead, the Debtors request that the fees and expenses incurred by Carroll Services in performance of the Services be treated as administrative expenses of the Debtors' estates and paid by the Debtors in the ordinary course of business, without the need for Carroll Services to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses other than filing a Monthly Report.

29. Finally, the Debtors respectfully request that the retention of Carroll Services be made effective as of May 1, 2025, to allow Carroll Services and the CRO to be compensated for the work they performed for the Debtors as of and following May 1, 2025, and prior to the Court's consideration and approval of this Motion. Given the complexity of these chapter 11 cases, as well as the significant effort that Carroll Services and the CRO will need to expend to bring these chapter 11 cases to an orderly and efficient conclusion, there was an immediate need for Carroll Services and the CRO to perform services on behalf of the Debtors. The Debtors submit that under

the circumstances, it is appropriate and warranted to retain Carroll Services effective as of May 1, 2025.

NOTICE

30. The Debtors will provide notice of this Motion (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 Prepetition Agent; (h) counsel to the Purchaser; (i) all state and local taxing authorities in the states in which the Debtors operate; and (j) 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.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in its entirety and any other relief as the Court may deem just and appropriate.

Dated: May 5, 2025
Wilmington, Delaware

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EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

Dynamic Aerostructures LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Re: Docket No. __

**ORDER (I) AUTHORIZING THE RETENTION OF
CARROLL SERVICES LLC TO PROVIDE JAMES CARROLL
AS CHIEF RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL
EFFECTIVE AS OF MAY 1, 2025, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of Dynamic Aerostructures LLC and its affiliated debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned chapter 11 cases for entry of an order (this “Order”), pursuant to sections 105(a) and 363 of title 11 of the United States Code, as amended, (the “Bankruptcy Code”) and rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing the retention of Carroll Services LLC (“Carroll Services”) to provide James Carroll as the chief restructuring officer to the Debtors (the “CRO”) and additional personnel to support the CRO (the “Additional Personnel”) effective as of May 1, 2025 (the “Effective Date”), and (ii) granting related relief, all as more fully set forth in the Motion; and due and sufficient notice of the Motion having been provided under the circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from

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, in this Order shall have the same meanings given to them in the Motion.

the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and this Court's entry of a final order being consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and a hearing having been scheduled and, to the extent necessary, held to consider the relief requested in the Motion (the "Hearing"); and upon the record of the Hearing (if any) and all the proceedings before the Court; and the Court having found and determined the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors, and any parties in interest; and the legal and factual bases set forth in the Motion and at the Hearing (if any) having established just cause for the relief granted herein; and any objections to the relief requested herein having been resolved as set forth herein or withdrawn; and after due deliberation thereon and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized, pursuant to sections 105 and 363 of the Bankruptcy Code, to retain Carroll Services to provide James Carroll as the CRO and to provide the Additional Personnel for the Debtors and their estates on the terms described in the Motion and the Engagement Agreement, effective as of the Effective Date.
3. The Debtors are authorized to make payments to Carroll Services, including the payment of the Compensation, as set forth in the Engagement Agreement, without further order of this Court.
4. Carroll Services shall file with the Court (and serve copies to the U.S. Trustee contemporaneously with such filing) reports of compensation earned and expenses incurred on a monthly basis (each, a "Monthly Report"). Such reports will contain summary charts that describe the services provided, identify the compensation earned by the CRO, and itemize the expenses

incurred. Time records for the Additional Personnel shall (a) be appended to the reports, (b) contain detailed time entries describing the task(s) performed, and (c) be organized by project category. The time entries shall identify the time spent completing each task in hourly increments. Parties in interest shall have fourteen (14) days after the date each Monthly Report is filed to file a written objection to such Monthly Report with the Court. All compensation will be subject to review by this Court in the event an objection is filed.

5. The Debtors shall be bound by the indemnification provisions of the Engagement Agreement and will indemnify and hold harmless the CRO pursuant to the terms of the Engagement Agreement.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements set forth in Bankruptcy Rule 6004(a) are satisfied by such notice.

7. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

9. This Court shall retain exclusive jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT B

Engagement Agreement

CHIEF RESTRUCTURING OFFICER AGREEMENT

This agreement (the “Agreement”) confirms and sets forth the terms and conditions of the agreement among Carroll Services LLC (“Carroll Services”), Dynamic Aerostructures LLC, a Delaware limited liability company (“Dynamic”), Dynamic Aerostructures Intermediate LLC, a Delaware limited liability company (“Intermediate”), and Forrest Machining LLC, a California limited liability company (“FMI” and, together with Dynamic and Intermediate, the “Company”), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below, this letter will constitute an agreement by and among the Company and Carroll Services (this “Agreement”).

RECITALS

The Company has requested Carroll Services to provide James P Carroll as the Company’s Chief Restructuring Officer (“Officer”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and the Officer agree as follows:

1. Effective Date. This Agreement will constitute an agreement between the Company and the Officer effective as of May 1, 2025 (the “Effective Date”), and subject to the execution and delivery of (i) this Agreement by the parties below, which includes the Indemnification Agreement (defined below), and (ii) the appropriate corporate resolutions (the “Resolutions”) appointing the Officer.
2. Duties.
 - (a) Officer agrees to serve in good faith, and in compliance with the fiduciary duties imposed on officers of the Company by the constituent instruments, including its certificate of formation and operating agreement, as amended, and its corporate governance and board committee charters, each as amended or modified from time to time, and by applicable law. The Officer agrees to devote as much time as is necessary to perform completely his duties.
 - (b) Officer agrees to oversee the orderly wind down of the operations and administration of the Company and its various subsidiaries.
 - (c) This Agreement does not restrict the Officer from serving on any other boards or in a similar capacity, and it shall not be a conflict if the Officer has or makes investments into competitors of the Company or otherwise advises other companies (whether competitors to the Company or not); provided, that, the Officer shall not comply with Section 5 hereof during such engagement or activity described in the foregoing.

3. Compensation.

- (a) Subject to (b) below, in exchange for the Officer's services, the Officer shall be compensated at a fixed rate of \$20,000 per month.
- (b) The Officer will be reimbursed on a monthly basis for the documented, reasonable out-of-pocket expenses pre-approved by the Company incurred in connection with its services or in connection with the wind down of the Company and its various subsidiary entities, such as travel and lodging. Such reimbursements are payable by the Company within 14 days upon receipt of the invoice.
- (c) The Companies and Officer agree that the fixed fee payable pursuant to Section 3(a) above has been agreed to with the express understanding that the Officer will devote up to 40 hours per month to fulfill his obligations. Time in excess of 40 hours per month spent by the Officer in furtherance of his duties and responsibilities under this Agreement shall be compensated at an hourly rate equal to \$525. Officer shall furnish a detailed hourly breakdown of his work on a monthly basis simultaneously with the submission of an invoice.

4. Term.

- (a) This Agreement will commence on the Effective Date until such Officer's resignation or his replacement or removal, or termination of this Agreement (such period the "Term"). Upon expiration of the Term, any fees and expenses due to the Officer shall be promptly paid by the Company (including fees and expenses that accrued prior to but are invoiced subsequent to such resignation, replacement or removal). For the avoidance of doubt, nothing herein shall restrict or otherwise prohibit the Company from removing the Officer.
- (b) With or without cause, the Company and the Officer may each terminate this Agreement at any time upon ten (10) days written notice.
- (c) Upon expiration of the Term, the Officer shall (a) provide or return to the Company and any all Company property, including reports, files, work product, email messages, data and all Company documents and materials belonging to the Company and stored in any fashion including, but not limited to those that constitute or contain any Confidential Information, that are in the possession or control of Officer, and (b) delete or destroy all copies of any such documents and materials not returned to the Company that remain in Officer's possession or control.
- (d) "Confidential Information" means data and information relating to the Company and which has material value to the Company and is not generally known publicly, including to its competitors. Confidential Information does not include any data or information that has been voluntarily disclosed to the public by the

Company or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means.

5. Confidentiality. In the course of the Term, the Officer will have access to and learn about Confidential Information. The Officer and Carroll Services agree not to divulge to third parties or use such Confidential Information other than to perform on their obligations under this Agreement. The Officer and Carroll Services understand and acknowledge that Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive advantage to the Company, and that improper use or disclosure of the Confidential Information by Officer and/or Carroll Services will cause irreparable harm to the Company, for which remedies at law will not be adequate and may also cause the Company to incur financial costs, loss of business advantage, and liability to third parties, among other things
6. Indemnification/Limitations on Liability. The Company shall indemnify, defend, and hold harmless the Officer, to the full extent allowed by the law of the State of Delaware, and as provided by, or granted pursuant to, any charter provision, bylaw provision, agreement (including, without limitation, the Indemnification Agreement executed herewith), vote of stockholders or disinterested directors or otherwise, both as to action in the Officer's official capacity and as to action in another capacity while holding such office. In addition, the attached indemnification agreement (the "Indemnification Agreement") is incorporated herein, and the termination of this Agreement or the engagement shall not affect those provisions, which shall remain in full force and effect. For the avoidance of doubt, the foregoing shall not apply to claims or losses arising from the Officer's gross negligence, willful misconduct or fraud.
7. The Company expressly acknowledges that it has entered into this Agreement and assumed the obligations imposed on the Company under this Agreement in order to induce the Officer to serve as an officer of the Company and the Officer is relying on this Agreement in serving in such capacity. The Company further agrees to stipulate in any court proceeding that the Company is bound by all of the provisions of this Agreement. The Officer acknowledges that he has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of this Agreement or the Company's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the parties to continue an employment relationship for any certain period of time.
8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws. Any legal action arising out of or relating to this Agreement shall be brought in the state or federal courts located in Delaware, and the Officer hereby agrees to the exclusive personal jurisdiction of such courts in any such action and waives any defense of

inconvenient forum to the maintenance of an action in the above-referenced courts in Delaware.

9. Binding on Successors; Amendment. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Officer. The Company shall require any successor corporation (whether by merger, consolidation, or otherwise) by written agreement in form and substance satisfactory to the Officer, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and the Officer.

10. Miscellaneous. If any provision of this Agreement shall be declared invalid or illegal, for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein. The article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Except as provided elsewhere herein, this Agreement sets forth the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee or representative of any party to this Agreement with respect to such subject matter.

[SIGNATURE PAGE TO FOLLOW]

Agreed to this ___ day of May 1, 2025.

James P Carroll
Carroll Services LLC:



The Company:

Dynamic Aerostructures LLC

By: _____

Name:

Dynamic Aerostructures Intermediate LLC

By: _____

Name:

Forrest Machining LLC

By: _____

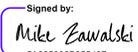
Name:

Agreed to this ___ day of May 1, 2025.

James P Carroll
Carroll Services LLC:

The Company:

Dynamic Aerostructures LLC

By:  _____
Name: Mike Zawalski

Dynamic Aerostructures Intermediate LLC

By:  _____
Name: Mike Zawalski

Forrest Machining LLC

By:  _____
Name: Mike Zawalski

INDEMNIFICATION AGREEMENT

Capitalized terms not defined in this Indemnification Agreement (the “Indemnification Agreement”) have the meaning ascribed to them in the Agreement to which this Indemnification Agreement is attached.

As of the Effective Date, the Officer has been appointed as an officer of the Company.

1. Indemnity

To induce the Officer to agree to accept an appointment as an officer of the Company, and to act on behalf of the Company in accordance with its organizational and governance documents and the laws of the State of Delaware, the Company hereby agrees to hold harmless, defend, and indemnify the Officer in respect of all actions, proceedings, accounts, claims, contributions, demands, awards, costs, expenses (including, attorneys’ fees), judgments or verdicts against the Officer arising out of or related to the Agreement, the Officer’s appointment, and/or the Officer’s service to the Company.

2. Limitation of Indemnity

The only limitation that shall exist upon the Company’s obligations pursuant to this Indemnification Agreement is that the Company shall not be obligated to make any payment to the Officer that is determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or wilful misconduct of the Officer.

EXHIBIT C

Declaration of James Carroll

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

Dynamic Aerostructures LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

DECLARATION OF JAMES PATRICK CARROLL IN SUPPORT OF THE DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION OF CARROLL SERVICES LLC TO PROVIDE JAMES CARROLL AS CHIEF RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL EFFECTIVE AS OF MAY 1, 2025, AND (II) GRANTING RELATED RELIEF

Under 28 U.S.C. § 1746, I, James Patrick Carroll, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the sole member of Carroll Services LLC ("Carroll Services"), a financial advisory services firm. The above-captioned debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") retained Carroll Services to provide services that are reasonably necessary to effectuate the wind down of the Debtors' business affairs and bankruptcy estates (the "Services") as of May 1, 2025. Pursuant to the terms of the Engagement Agreement (the "Engagement Agreement"), I will serve as chief restructuring officer to the Debtors (the "CRO") and Carroll Services will provide additional personnel (the "Additional Personnel") to support me as the CRO.

2. I submit this declaration (the "Carroll Declaration") in support of the *Debtors'* *Motion for Entry of an Order (I) Authorizing the Retention of Carroll Services LLC to Provide*

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.

*James Carroll as Chief Restructuring Officer and Additional Personnel Effective as of May 1, 2025, and (II) Granting Related Relief (the “Motion”).*²

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto.

4. I believe I am qualified to serve as the Debtors’ CRO to provide Services with the assistance of the Additional Personnel. I have considerable experience as an advisor and crisis manager providing services and advice in the areas of restructuring and distressed debt, specifically including the wind-down of the affairs of chapter 11 debtors and post-confirmation trusts after the sale of substantially all of a debtor’s assets.

5. I have provided similar services and/or have represented various parties in appointments in my role as a restructuring officer, plan administrator, liquidation agent, restructuring agent, trustee, or wind down administrator in other cases of similar size and complexity to these chapter 11 cases. I have provided wind-down and board fiduciary services in over 30 engagements, including many cases filed in this District such as *Goody’s Family Clothing, Inc., Freedom Rings, LLC, Tweeter Home Entertainment, Cadence Innovation LLC, Bostwick Laboratories, Inc., One Aviation, Inc., Aerogroup International, Inc., and The Rockport Company, LLC*. In addition to these representations, I have substantial experience serving as an independent or named fiduciary and independent director across a wide array of industries.

6. Pursuant to the Engagement Agreement, the Debtors will pay \$20,000 per month plus \$525 per hour for time in excess of forty (40) hours per month that I spend providing the Services (the “Compensation”). Carroll Services shall submit invoices to the Debtors in

² Capitalized terms used, but not defined, in this Declaration shall have the same meanings used in the Motion.

accordance with the terms of any order approving the relief requested by the Motion and any further related order of the Court and shall itemize my time in reasonable detail therein.

7. In addition to the Compensation, the Debtors will reimburse any reasonable out-of-pocket expenses incurred that are related to the performance of the Services, such as travel, lodging, and telephone charges. Subject to the terms of any order approving the relief requested by the Motion and any further related order of the Court, Carroll Services shall bill the Debtors on a monthly basis, or more frequently, in its sole discretion, and shall itemize such bills in reasonable detail.

8. The fees described above are consistent with the normal and customary billing practices of Carroll Services for cases of this size and complexity, which require the level and scope of the Services outlined in the Motion.

9. In connection with the preparation of this Carroll Declaration, I submitted for review by our conflicts system the names of all known potential parties in interest attached hereto as Exhibit 1 (the "Potential Parties-in-Interest List"). The Potential Parties-in-Interest List was provided by the Debtors and included, among other parties, the Debtors, secured creditors, lenders, the Debtors' largest unsecured creditors on a consolidated basis, directors and officers of the Debtors, significant stockholders, the U.S. Trustee, and other parties.

10. Based on my review of the Potential Parties-in-Interest List, I am not currently aware of any relationship that would create a conflict of interest with the Debtors or the parties in interest of which the Debtors have made Carroll Services aware.

11. If any new material facts or relationships are discovered or arise, Carroll Services will use reasonable efforts to promptly file a supplemental declaration.

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

Executed on May 5, 2025

/s/ James Patrick Carroll

James Patrick Carroll

Sole Member, Carroll Services LLC

EXHIBIT 1

Potential Parties in Interest

Potential Parties in Interest¹

1. Debtors

Dynamic Aerostructures LLC
Forrest Machining LLC
Dynamic Aerostructures Intermediate LLC

2. Debtors' Restructuring Professionals

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

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

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

4. Ordinary Course Professionals

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

5. Lenders, Trustees, Agents, and Other Secured Parties

CRG Financial LLC
BMO Bank N.A.
Mitsubishi HC Capital America
Global Finance Group, Inc.
Ford Motor Credit Company
Dell Financial Services LLC

¹ This list (and the categories contained herein) are for purposes of a conflicts check and should not be relied upon by any party as a list of creditors or for any other purpose.

Leaf Capital Funding, LLC
CDS (Complete Document Solutions)
USbank (IOTEC)

6. Banks

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

7. Current and Former Directors and Officers

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

8. Equity Holders

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

9. Landlords

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

10. Vendors & Contract Counterparties

194 Consulting Solutions
3M Technical Ceramics Inc.
A & M Welding Inc.
A&S Metal Recycling, Inc
A Tech Authority Inc.

A&A Aerospace Inc.
A.M. Castle and Company West
A.N. Deringer Inc.
AA Mar
AAA Plating & Inspection Inc.
Abrasive Finishing Company
Accupost Corporation
ACE Clearwater Enterprises Inc.
Ace Paper
Acromil Corporation
ACT Aerospace
ActiveCyber
Active Fasteners & Supply Inc.
Adept Fasteners
Adobe Creative
Advanced Technology Company Inc.
Aero Chip Inc.
Aero Technology Company
Aerocraft Heat Treating Company Inc.
Aerodyne Alloys LLC
Aerospace Multi-Axis Machining
Aerospace Process Distribution
Aerospace Technology
Aerotech Precision Machining
Air Components Inc.
Aircraft Crating Inc.
Aircraft X-Ray Laboratories Inc.
Airgas, Inc.
Alatec, Inc.
Alco Service and Supply Company
Arconic Corporation
All Metals Processing Inc.
All Power Manufacturing Inc.
All Valley Hose & Industrial Supply
All World Machinery Supply
Alloy Machining Services, Inc.
Alloy Processing Inc.
AllTech Precision Manufacturing
Alta Foodcraft Refreshment Service
Altemp Alloys LLC
Aluminum Precision Products Inc.
Amamco Tool
Amazon.com
American Abrasive & Tool Inc.
American Aerospace Material Inc.
American Aircraft Products, Inc.
American Fiber & Finishing, Inc.

American Gear Manufacturing Company
American Handforge
American Lift & Equipment Inc.
American Rotary Tools Company
AMI Metals Inc.
Amtek LLC
Angeles Steel Services
Anodyne Inc.
Applied Tool and Supply Inc.
Arconic Corporation
Arlington International Aviation Products
Arro-Jet Engineering & Consulting
Arrow Thompson Metals Inc.
Arrowhead Engineering
ASK Corporation
Aspen Management Company
Associated Concrete Products Inc.
Associates Leasing Inc.
Astro Aluminum Treating Company Inc.
Astro Cut Engineering
Astromatic Inc.
Atlantic Mutual Company
Atlas Testing Laboratories Inc.
Aurora Bearing Company
Aurora Casting and Engineering Inc.
Automatic Data Processing Inc.
Avibank Manufacturing Inc.
Barnes Aerospace Inc.
Bellis Steel Company Inc.
BJG Electronics Inc.
Bluestreak Aerospace
Bodycote plc
Bonelli's Sandblasting
Borrmann Metal Center
Bourdela's Grinding Company Inc.
Bowman Plating Company Inc.
BRALCO Metals, Inc.
BrightView Landscape Services Inc.
Burbank Steel Treating Inc.
Busby Metals Inc.
Butler Compressor & Spray Equipment Co.
C3 Complete
C A C Deburring Corporation
CBT Nuggets, LLC
C&G Enterprise
C&H Hydraulics Inc.
CAD Manufacturing Inc.

California Broach Company
California Cooling & Consulting LLC
California Drop Forge Inc.
California Hobby Distributors
California-Sierra Transformer Inc.
California Technical Machining
Canyon Crane Service
Carlton Forge Works Inc.
Carr Lane Manufacturing Company
Cascade Industrial Services Corporation
CBC Cleaning and Construction Inc.
CCC Steel Inc.
CDW Computer Centers Inc.
Cena & Sons Manufacturing Company
Century Machinery Company Inc.
CERTEX USA
Certified Steel Treating Corporation
City Plating and Metal Finishing LLC
Clark & Wheeler Engineering
Click Bond Inc.
CNC Signs
CNC Surgeon Inc.
Coast Plating Inc.
Coastal Video Communications Corporation
College of the Canyons Employee Training Institute
Command Tooling Systems
Complete Document Solutions
Compmedix LLC
Computerized R&D
Connell Processing Inc.
Continental Forge Company
Continental Heat Treating Inc.
COR Aircraft Supply
Cortez Industrial CNC Repair
Craftech Metal Forming Inc.
Craig Numerical Control Programming
Creative Solutions
Creform Corporation
Crown Lift Trucks
Custom Manufacturing Services, Inc.
Custom Metal Fabrication
Cybercut Precision Machining
Cygnus Inc.
D.A. Stuart Co.
Dasco Engineering Corporation
Daymark Ltd.
Decisive Testing Inc.

Delafield Corporation
Dell Technologies Inc.
Deltex, Inc
Denson Sales Co.
Dieform LLC
Digital Services Company
Dillon Aircraft Deburring Inc.
Dillon-Quality Plus Inc.
Dion & Sons Inc.
DiscountShopTowels.com
Dixie Aerospace Inc.
DLX Company
DocuSign Inc.
DOX Calibration Inc.
DreamHost
Duhig & Company Inc.
Durkee Testing Laboratories Inc.
Eagle Cutting & Supply LLC
Eagle Eye Calibration Labs Inc.
Earle M. Jorgensen Company
Eci Software Solutions Inc.
Ecolab Inc.
Edwards Lapping Company
Element Materials Technology
Embee Processing LLC
EME Inc.
Engineered Ceramics
EnMark & Associates Ltd.
Enterprise Holdings Inc.
Environmental HELP Inc.
EOF Furniture Works
ETA Global Inc.
EVJ Machine LLC
Evoqua Water Technologies Corporation
Excel Aerospace Supply Inc.
Exostar LLC
Expo Propane
Falcon Manufacturing Corporation
Farrar Aerospace LLC
Fatigue Technology Inc.
Federal Express Corporation
Ferro Union Company
FGL Environmental Inc.
Fine Quality Metal Finishing Inc.
First Aid Direct of L.A. Inc.
First Care Occupational Medical Group
First Choice Machinery Service Inc.

Fisher Scientific International Inc.
Fives Machining Systems Inc.
Flexi-Liner Corporation
Fluid Tech Hydraulic Services
FLW Inc.
Fontal Controls Inc.
Fortinet Inc
Freshworks Inc
Fry Steel Company Inc.
FTI Services
FUCHS Lubricants Co.
G & G Machinery
G & M Grinding
G Target Manufacturing Group Inc.
GBM Sales
Gerhardt Gear Company Inc.
GKN Aerospace Services Ltd.
Global Crating Inc.
GoDaddy Inc
Golden West Security Inc.
Goldenwest Manufacturing Inc.
Gosiger Inc.
GoToMyPC
GracoRoberts
GreatAmerica Financials Services
Greatglass LLC
GROB Systems Inc.
GSR Technical Sales
Guhring Inc.
GW Richardson Heating & Air Conditioning Inc.
H2O Fire Protection Inc.
Hadco Metal Trading Company LLC
Hames Machine Products
Harvey Titanium Rolled Prod.
Helen Rose Studio
Hexagon AB
Hexagon Metrology
High Performance Alloys Inc.
High Temp Metals
Highland Plating Company Inc.
HITCO Carbon Composites Inc.
Hixson Metal Finishing
Home Depot Credit Services
Howmet Global Fastening Systems Inc.
HRM Machine Inc.
Hydro-Jet Abrasive Machining
Hydromach Inc.

Hyrize LLC
Hy-Speed Machining Inc.
IAPMO Research And Testing Inc.
Imagine That
Inceptra LLC
Independent Measurements
Industrial Steel Treating Company
Industrial Technical Services Inc.
Infinity Precision Inc
Information Professionals Association
Ingersoll Cutting Tool Company
Innovative Machining LLC
InspectionXpert Corporation
Instrumart
Insurance Company of the West
Integral Parts Machining Company
Integral Products Inc.
International Computer and Communications Inc.
Intrinsic Marks International LLC
J.G. Hot Heading Fasteners
Jack X Change
Jamaica Bearings Company Inc.
Jamar Packaging Inc.
Jarecc Company Inc.
Jarnagan & Son
JD2 Inc.
Jetroc Engineering
JJ's Hone Shop
JNC Josett Heating & Cooling
John Montilepre Ent.
John Murray Plumbing
Johns Manville
Johnson Controls Security
Jorgensen Forge Corporation
Kamatics Corporation
Kennametal Inc.
Kennedy Manufacturing Company
Kilsby Roberts Company
Kinnen Supply
Kirkhill Inc.
Kluber Lubricatons N.A.
Knight Industrial Supply Inc.
Kropp Forge
Kubo
L & H Engineering
L & M Precision Inc.
Laird Technologies Inc.

Laminated Shim Company Inc.
Lamsco West Inc.
Landsberg Orora
Lanic Aerospace
Larry A. Burkley
Laser Label Technologies
Laser Measurement Services Inc.
Laser Options Inc.
Lasers Inc.
Laurel Sheet Metal Products Inc.
Lawrence Patterson
Lawrence Ripak Company
Lean Manufacturing Group LLC
LeFiell Manufacturing Co
LensCrafters
Leon Mendoza Trucking
LHB Industries Inc.
Lindberg Corporation
Linde Gas & Equipment
Lopez Burr-Bench
Lou Harris Industrial Tools
Luminescent Systems Inc.
M & C Manufacturing Company
M & E Precision Machining Company
M&M Fasteners Supply Inc.
M.F. Services Inc.
Mac Tools
Madden Machine Works
Magnaplate
Maintech Inc.
Maintenance Technologies Inc.
Marking Methods Inc.
Marpla Engineering
Marshall Tool & Supply Inc.
Martinelli's Office Machines
Master Research & Manufacturing Inc.
Max Industries Inc.
Mayday Manufacturing Company Inc.
McLaughlin Industrial Distributors Inc.
McMaster-Carr Supply Company Inc.
Medina's Blanchard & Double Disc Grinding LLC
Melkes Machine Inc.
Merchants Centralized
Merco Manufacturing Company
Mercury General Corporation
Mesco Modern Engineered Services

Metal Cutting Service
Metal Improvement Company, LLC
Metal Surfaces Inc.
MetalCenter Inc.
Metals Aerospace International
Micro Quality Calibration, LLC
Mid-State Aerospace Inc.
Mike's Tire Man Inc.
MilCom Aerostructures LLC
Miracle Tools America LLC
MISTRAS Group Inc.
Mitchell Laboratories Inc.
Monlan Group
Morrell's Electro Plating Inc.
Mosier Fluid Power
Motion Industries Inc.
MS Inserts & Fasteners Corporation
MSC Industrial Supply Company Inc.
Mulgrew Aircraft Components Inc.
Multax Systems Inc.
Myersville Machine & Rigging Company
Nasa Ames Research Center
National Technical Systems
NC Dynamics Inc.
NDT Metrics Inc.
NDT Systems Inc.
Net-Inspect
New Hampshire Ball Bearings Inc.
NobleTek LLC
NS Manufacturing
NSK Corporation
Nu-Tech Industrial Sales Inc.
On the Road Again
Ong Group LLC
Orange County Broaching Inc.
Orange County Industrial Plastics
Orange County Materials Test Laboratory
Orange Hydraulics Inc.
Orbital Sciences Corporation
Ortiz Tool LLC
Pacific Aerodyne
Pacific Oil Company
Packaging Systems Inc.
Paragon Metals LLC
Parisi Services Inc.
Particle Reduction Service
Patriot Sensors & Control Corporation

Paylocity Corporation
PB Fasteners
PBB USA Inc.
PCC Structurals Inc.
Pervan Industries
Petersen Inc.
Pierce Spafford Metals Company
Pillar Precision
Pioneer Broach Company
Pitt Auto Electric Company
Plasma Technology Inc.
Plas-Tech Resources Inc.
PlastiFab Inc
Pollution Control Specialists
Poly-Metal Finishing Inc.
Polyrock Equipment Company Inc.
Ponam Precision Gages
PPG Industries Inc.
Prairie Ceramics Corporation
PRC - Desoto International Inc.
Precision Aerospace Corporation
Precision Deburring Enterprises Inc.
Precision Instrument Correction Inc.
Premco Forge Inc.
Premier Printer Maintenance
Pride Plating Inc.
Pro Coatings
Process Fab Inc.
Professional Plastics
Professional Quality Non-Destructive Test
Programming Specialties
Progressive Alloy Steels Unlimited
Protocast JLC
Prudential Overall Supply
PTSolutions
QMI Inc.
Quadient Finance USA Inc.
Quadrant Automated Services Inc.
Quality Aluminum Forge LLC
Quality Control Company
Quality Forming Inc.
Quality Tech Manufacturing Inc.
Quality Turning Inc.
Quantum Enterprises
Quill Corporation
R.S. Hughes Company Inc.

RAH Industries Inc.
RAND North America
RBC Bearings Inc.
ReadyRefresh
Reliance Steel & Aluminum Company
Richmond Aircraft Products Inc.
Rickard Metals Inc.
RJ's Work Boots LLC
RMI Titanium Company LLC
RMK Trucking LLC
Rockwell International Corporation
Rohr Inc.
Ron Partain Company
Royal Wholesale Electric
RS Americas Inc.
RTI Advanced Forming Inc.
Rubatex Corporation
Rubbercraft Company
Rutland Tool & Supply Company
RVP Industries
S.L. Fusco Inc.
Safety-Kleen Inc.
Sage IT Inc
Sager Electronics Supply Company
Sahar Laser & Welding Inc.
Salomon Mena
Samuel Airport Metals
Santa Clarita Bearing Company
Saratech
Scepko Tube Swaging & Machining
Schaeffer Manufacturing Company
Schienke Products Inc.
Scicon Technologies
Seal Science Inc.
Selco Products Company Inc.
Service Steel Aerospace Corporation
Servo Products Company
SeyTec Inc.
Shaw Precision Grinding
Shelton Industrial Pattern Inc.
Shercon Inc.
Shop Floor Automations Inc.
Shultz Steel Company
Sid Street
Siemens Corporation
Sierra Alloys Company
Sierra Pacific Supply Company Inc.

Simi Tool Repairs
SMBC MANUBANK
SNK America Inc.
SoCal Pump and Vacuum
Solar Atmospheres of San Diego
Sonic Testing & Engineering
SonicWall, Inc
Southwest United Industries
Spaceatron 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
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.
W.S.Dodge Oil Company Inc.

11. Top 30 Unsecured Creditors

AMI Metals Inc.
Fives Machining Systems Inc.
Rexford Industrial – 27712 Avenue Mentry, LLC
Rexford Industrial – 27756 Avenue Mentry, LLC
Ernst & Young US LLP
Metal Improvement Company, LLC
Barnes Aerospace Inc.
G Target Manufacturing Group Inc.
PTSolutions
Morrell's Electro Plating Inc.
Walker Brothers Machinery Moving Inc.
Amtek LLC
Astro Aluminum Treating Company Inc.
Lean Manufacturing Group LLC
NobleTek LLC
Valence Surface Technologies
Arlington International Aviation Products
Unified Manufacturing Inc.
Lockheed Martin Aeronautics Company
Carr Lane Manufacturing Company
Cygnus Inc.
American Fidelity Assurance Company
Adept Fasteners
Bowman Plating Company Inc.
A&A Aerospace Inc.
Aircraft Crating Inc.

RMI Titanium Company LLC
California Cooling & Consulting LLC
Hackler Flynn & Associates, APC
Ingersoll Cutting Tool Company

12. Taxing/Regulatory Authorities

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

13. Insurance Providers, Brokers, and Benefits Administrators

Arthur J. Gallagher Risk Management Services LLC
Insurance Company of the West
Allied World Surplus Lines Insurance Company
Federal Insurance Company
At-Bay Specialty Insurance Company
National Union Fire Insurance Company
Hartford Fire Insurance Company
UnitedHealth Group
American Fidelity Assurance Company
Anthem Blue Cross Blue ShieldChubb Group of Insurance Company

14. Major Customers

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

15. Stalking Horse Purchaser and Professionals

FMI Holdco LLC
Avem Partners
Troutman Pepper Locke LLP

16. Utility Providers

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

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

John T. Dorsey
Craig T. Goldblatt
Thomas M. Horan
Karen B. Owens
Brendan L. Shannon
Laurie Selber Silverstein
J. Kate Stickle
Mary F. Walrath
Andrew R. Vara
Benjamin Hackman
Christine Green
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Nyanquoi Jones
Ramona Harris
Richard Schepacarter

Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

**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: June 10, 2025 at 2:00 p.m. (ET)

Obj. Deadline: May 19, 2025 at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE RETENTION OF CARROLL SERVICES LLC TO PROVIDE JAMES CARROLL
AS CHIEF RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL
EFFECTIVE AS OF MAY 1, 2025, AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on May 5, 2025, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) filed the attached *Debtors’ Motion for Entry of an Order (I) Authorizing the Retention of Carroll Services LLC to Provide James Carroll as Chief Restructuring Officer and Additional Personnel Effective as of May 1, 2025, and (II) Granting Related Relief* (the “**Motion**”) 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 Motion, must be filed on or before **May 19, 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) co-counsel to the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi; email: gregg.galardi@ropesgray.com) and Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers and Robert A. Weber; email: desgross@chipmanbrown.com and weber@chipmanbrown.com) and Chipman Brown Cicero & Cole LLP, 501 5th Ave., 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com); (ii) counsel to the DIP Lender, King & Spalding LLP, 1100 Louisiana St., Suite 4100, Houston, TX 77002 (Attn: Michael Fishel; email: mfishel@kslaw.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kenneth J. Enos; email: kenos@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801 (Attn: Rosa Sierra-Fox; email:

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.

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 Motion will be held on **June 10, 2025, at 2:00 p.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 MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 5, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

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