

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. 8

CERTIFICATION OF COUNSEL REGARDING FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS AND SECTION 503(b)(9) CLAIMANTS, AND (B) FOLLOW CERTAIN PROCEDURES RELATED THERETO; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS; AND (III) 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 Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Claims of Critical Vendors and Section 503(b)(9) Claimants, and (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests, and (III) Granting Related Relief* [Docket No. 8] (the “**Motion**”).

2. On February 27, 2025, this Court held the first day hearing (“**First Day Hearing**”) to consider the interim relief sought in the Motion. At the First Day Hearing, the Court had comments on the interim order attached to the Motion.

3. On February 27, 2025, this Court entered the *Interim Order (I) Authorizing Debtors to (A) Pay Certain Prepetition Claims of Critical Vendors and Section 503(b)(9)*

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.



Claimants, and (B) Follow Certain Procedures Related Thereto; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests; and (III) Granting Related Relief [Docket No. 61] (the “**Interim Order**”).

4. On March 4, 2025, the Debtors filed the *Notice of Filing of Revised Proposed Form of Final Order (I) Authorizing Debtors to (A) Pay Certain Prepetition Claims of Critical Vendors and Section 503(b)(9) Claimants, and (B) Follow Certain Procedures Related Thereto; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests; and (III) Granting Related Relief* [Docket No. 80] (the “**Notice of Filing**”).

5. Pursuant to the notice of Motion, the deadline to file objections regarding the relief requested in the Motion was set for March 18, 2025, at 4:00 p.m. (Eastern Time). The undersigned further certifies that a review of the Court’s docket in these cases reflects that no answer, objection, or other responsive pleading to the relief requested in the Motion has been filed.

6. The Debtors hereby submit a revised form of final order (the “**Revised Order**”), attached hereto as **Exhibit A**, which conforms to the comments received from the Court at the First Day Hearing to the Interim Order.

7. Attached as **Exhibit B** is a blackline of the Revised Order against the order filed with the Notice of Filing.

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

Dated: March 19, 2025

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Proposed 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)

(Jointly Administered)

Related Docket Nos. 8 and 61

FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS AND SECTION 503(B)(9) CLAIMANTS, AND (B) FOLLOW CERTAIN PROCEDURES RELATED THERETO; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order and this final order (the “Order”) (i) authorizing the Debtors, in their sole discretion, to (a) pay certain prepetition claims of Critical Vendors and Section 503(b)(9) Claimants, and (b) follow certain procedures related thereto; (ii) authorizing Banks to honor and process check and electronic transfer requests related to the foregoing; and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is 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

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

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 on a final basis as set forth herein.
2. The Debtors are hereby authorized but not required to pay, in their sole discretion and without further order of this Court, the Critical Vendor Claims (inclusive of the Section 503(b)(9) Claims), provided that such payments shall not exceed \$3,500,000 in the aggregate (inclusive of the amounts in the Interim Cap) absent further order of this Court. The Debtors are further authorized, but not directed, in their sole discretion, to settle and resolve all or some of the Prepetition Trade Claims for less than their face amount without further notice or hearing. Nothing in this paragraph shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant. The Debtors shall provide a copy of this Order to any Prepetition Trade Claimant to whom a payment is made pursuant to this Order.
3. The Debtors are further authorized in their sole discretion, to undertake appropriate efforts to enter into Trade Agreements with the Prepetition Trade Claimants if the Debtors determine, in their discretion, that such an agreement is necessary to the Debtors' operations; *provided, however*, that the absence of such written verification or the Debtors' failure to request

such an acknowledgement will not limit the Debtors' rights hereunder; *provided further, however*, that the Debtors' inability to obtain a commitment to provide Customary Trade Terms shall not preclude the Debtors from paying certain Prepetition Trade Claims if the Debtors determine, in the reasonable exercise of their business judgment, that payment of such Prepetition Trade Claims is nevertheless necessary to the Debtors' operations. Nothing in this paragraph shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant.

4. Upon the payment of the Prepetition Trade Claim, the Debtors shall be deemed to have satisfied any and all prepetition claims held by the Critical Vendor and any and all liens, including, without limitation, mechanic's, shipper's and materialman's liens, against property of the Debtors for unpaid prepetition obligations will automatically be released and terminated without any further action on the part of the Debtors or Critical Vendors.

5. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the Customary Trade Terms, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then the Debtors reserve all rights and remedies, including to assert on notice and a hearing: (a) to deem, in the Debtors' sole discretion, any payment on account of a prepetition claim received by such party an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; provided, that such party shall be provided reasonable opportunity to contest such request; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the

postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

6. If any Prepetition Trade Claimant accepts payment on account of a prepetition obligation of the Debtors and thereafter does not continue to provide goods or services to the Debtors on Customary Trade Terms (or such other terms as are agreed to by the parties, regardless of whether the parties have entered into a Trade Agreement), the Debtors reserve all rights and remedies, including to assert on notice and a hearing that such payments made constitute avoidable postpetition transfers pursuant to section 549 of the Bankruptcy Code and, as such, are recoverable by the Debtors.

7. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Order.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the chapter 11 cases with respect to prepetition amounts owed in connection with any Prepetition Trade Claims referenced herein.

9. For the avoidance of doubt, the authorization granted hereby to pay the Prepetition Trade Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Prepetition Trade Claims.

10. Nothing herein shall prejudice the Debtors' rights to request additional authority to pay Prepetition Trade Claims.

11. Nothing in this Order nor any actions taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

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

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

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

EXHIBIT B

Redline Order

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

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

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Upon the motion (the “Motion”)² of the Debtors for entry of an interim order and this final order (the “Order”) (i) authorizing the Debtors, in their sole discretion, to (a) pay certain prepetition claims of Critical Vendors and Section 503(b)(9) Claimants, and (b) follow certain procedures related thereto; (ii) authorizing Banks to honor and process check and electronic transfer requests related to the foregoing; and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that

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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 on a final basis as set forth herein.
2. The Debtors are hereby authorized but not required to pay, in their sole discretion and without further order of this Court, the Critical Vendor Claims (inclusive of the Section 503(b)(9) Claims), provided that such payments shall not exceed \$3,500,000 in the aggregate (inclusive of the amounts in the Interim Cap) absent further order of this Court. The Debtors are further authorized, but not directed, in their sole discretion, to settle and resolve all or some of the Prepetition Trade Claims for less than their face amount without further notice or hearing. Nothing in this paragraph shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant. The Debtors shall provide a copy of this Order to any Prepetition Trade Claimant to whom a payment is made pursuant to this Order.
3. The Debtors are further authorized in their sole discretion, to undertake appropriate efforts to enter into Trade Agreements with the Prepetition Trade Claimants if the Debtors determine, in their discretion, that such an agreement is necessary to the Debtors'

operations; *provided, however*, that the absence of such written verification or the Debtors' failure to request such an acknowledgement will not limit the Debtors' rights hereunder; *provided further, however*, that the Debtors' inability to obtain a commitment to provide Customary Trade Terms shall not preclude the Debtors from paying certain Prepetition Trade Claims if the Debtors determine, in the reasonable exercise of their business judgment, that payment of such Prepetition Trade Claims is nevertheless necessary to the Debtors' operations. Nothing in this paragraph shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant.

4. Upon the payment of the Prepetition Trade Claim, the Debtors shall be deemed to have satisfied any and all prepetition claims held by the Critical Vendor and any and all liens, including, without limitation, mechanic's, shipper's and materialman's liens, against property of the Debtors for unpaid prepetition obligations will automatically be released and terminated without any further action on the part of the Debtors or Critical Vendors.

5. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the Customary Trade Terms, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then the Debtors reserve all rights and remedies, including to assert on notice and a hearing: (a) to deem, in the Debtors' sole discretion, any payment on account of a prepetition claim received by such party an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; provided, that such party shall be provided reasonable opportunity to contest such request; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize

and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

6. If any Prepetition Trade Claimant accepts payment on account of a prepetition obligation of the Debtors and thereafter does not continue to provide goods or services to the Debtors on Customary Trade Terms (or such other terms as are agreed to by the parties, regardless of whether the parties have entered into a Trade Agreement), the Debtors reserve all rights and remedies, including to assert on notice and a hearing that such payments made constitute avoidable postpetition transfers pursuant to section 549 of the Bankruptcy Code and, as such, are recoverable by the Debtors.

7. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Order.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of the chapter 11 cases with respect to prepetition amounts owed in connection with any Prepetition Trade Claims referenced herein.

9. For the avoidance of doubt, the authorization granted hereby to pay the Prepetition Trade Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Prepetition Trade Claims.—~~None of the foregoing persons shall have any liability on account of any decision by the Debtors to not pay or to settle a Prepetition Trade Claim for less than the asserted amount of such claim.~~

10. Nothing herein shall prejudice the Debtors' rights to request additional authority to pay Prepetition Trade Claims.

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

12. Notwithstanding Bankruptcy Rule 6004(h) or any other procedural rule, this Order shall be effective and enforceable immediately upon entry hereof and notice of the Motion

as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

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

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

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Description	Dynamic - Critical Vendor Final Order
Document 2 ID	netdocuments://4923-5975-8112/4
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Rendering set	Standard

Legend:	
Insertion	
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Moved from	
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Format change	
Moved deletion	
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Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1
Deletions	3
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	4