

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

In re:

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

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

**Related Docket Nos. 16 & 169**

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

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

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

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

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

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



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

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

5. 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 “Cure Cost Motion”) listing contracts and leases and the cure amounts, if any, that the Debtors believe must be paid to cure any prepetition defaults under such listed contracts and leases (in each instance, the “Cure Cost”). Objections, if any, to Cure Costs and the proposed assumption and assignment of any contract or lease listed in the Cure Cost Motion were governed by the Cure Cost Motion. On March 25, 2025, the Court entered an order [Docket No. 164] (the “Cure Cost Order”) setting the Cure Cost, if any, for the contracts and leases listed in the Cure Motion. Exhibit A comprises contracts and leases for which the Cure Costs were set by the Cure Cost Order.

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

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

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

7. Other objections, including to the proposed assumption, assignment, or adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Purchaser (an “Additional Assigned Contract Objection” and, together with a Stalking Horse Adequate Assurance Objection, an “Assigned Contract Objection”), must (1) (a) be in writing; and (b) state the basis for such objection; and (2) be filed with the Court and served in the same manner and on the same Objection Notice Parties as set forth in paragraph 6 above no later than **April 7, 2025 at the time of the Sale Hearing**.

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

9. In the event that the Stalking Horse Purchaser is not the Successful Bidder, the deadline for each counterparty to a Potentially Assigned Agreement to object to the assumption and assignment of such Potentially Assigned Agreement based on adequate assurance of future performance by the Successful Bidder (a “Successful Bidder Adequate Assurance Objection”) shall be **April 7, 2025 at the time of the Sale Hearing**, and any Successful Bidder Adequate Assurance Objection must be filed and served in the same manner and on the same Objection Notice Parties as set forth in paragraph 6 above.

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

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

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

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

Dated: March 26, 2025  
Wilmington, Delaware

**CHIPMAN BROWN CICERO & COLE, LLP**

/s/ Mark L. Desgrosseilliers

Robert A. Weber (I.D. No. 4013)  
Mark L. Desgrosseilliers (No. 4083)  
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-and-

**CHIPMAN BROWN CICERO & COLE, LLP**

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*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A TO ASSIGNMENT NOTICE**

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Cure Amount Set by Cure Cost Order [Docket No. 164]
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
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

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Cure Amount Set by Cure Cost Order [Docket No. 164]
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 - Freshservice Pro	\$0.00
20.	FTI Services	Forrest Machining LLC	Data Backup Appliance & Cloud Backup Replication Agreement - Datto Siris 3 Pro	\$0.00

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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 issued pursuant thereto	\$0.00
32.	Lockheed Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500006936, dated as of January 2022 together	\$0.00



#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Cure Amount Set by Cure Cost Order [Docket No. 164]
			with all purchase orders issued pursuant thereto	
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 Martin Corporation	Forrest Machining LLC	Long Term Agreement No. 6500008002, dated as of January 2025 together	\$0.00

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			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	Cure Amount Set by Cure Cost Order [Docket No. 164]
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 <sup>1</sup>
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	\$374,614.93 <sup>2</sup>
50.	Sage IT Inc.	Forrest Machining LLC	Information Technology – Software Agreement - Sage Fixed Assets	\$0.00

<sup>1</sup> This cure amount includes \$137,216.91 in real property taxes due and payable in connection with the leased real property. The 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 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.

<sup>2</sup> This cure amount includes \$117,186.64 in real property taxes due and payable in connection with the leased real property. The 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 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	Cure Amount Set by Cure Cost Order [Docket No. 164]
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
62.	VMware LLC	Forrest Machining LLC	vSphere Support Contract	\$0.00

#	Contract or Lease Counterparty	Debtor Name	Description of Contract	Cure Amount Set by Cure Cost Order [Docket No. 164]
63.	Webroot Inc.	Forrest Machining LLC	Anti-Virus Software Agreement (machine PCs)	\$0.00