IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Dynamic Aerostructures LLC, *et al.*,	Case No. 25-10292 (LSS)
Debtors.[1]	(Jointly Administered)
	Related Docket No. 16

ORDER (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

Upon consideration of the motion ("Motion")[2] of the above captioned debtors and debtors in possession (collectively, the "Debtors") for, among other things, the entry of an order ("Order"): (a) approving the proposed bidding procedures attached as **Exhibit 1** to this Order ("Bidding Procedures"); (b) scheduling an Auction ("Auction"); (c) approving the form and manner of notice thereof; (d) scheduling dates and deadlines in connection with the Sale of the Assets; (e) approving the form and manner of notice thereof; (f) approving procedures for assuming and assigning the Debtors' executory contracts and unexpired leases ("Assumption and Assignment Procedures"); (g) authorizing and approving the Debtors' entry into the Stalking Horse APA, (h) authorizing and approving the Breakup Fee and Expense Reimbursement (as described in more detail in the

[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 herein and not otherwise defined shall have the meaning ascribed to them in the Motion, the Stalking Horse APA, or the Bidding Procedures, as applicable.

Stalking Horse APA and Bidding Procedures, the "Bid Protections"), and (i) granting related relief; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; 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 it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and supporting documents, including the *Declaration of Eric N. Ellis in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 2] (the "First Day Declaration") and the *Declaration of Rory Keenan in Support of the Debtors' Bidding Procedures Motion* [Docket No. 17] (the "Bidding Procedures Declaration"); and this Court having conducted a hearing to consider the relief requested in the Motion (the "Bidding Procedures Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Bidding Procedures 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, THE COURT FINDS THAT:

A. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are

adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are sections 105, 363, 365, and 503 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rule 6004-1.

D. Notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Order was adequate and sufficient under the circumstances of these chapter 11 cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Notice of the Motion has been given to: (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 DIP Agent and DIP Lender; (h) counsel to the Prepetition Agent; (i) counsel to the Stalking Horse Purchaser; (j) banks and financial institutions where the Debtors maintain accounts; (k) all parties known by the Debtors to assert a lien or encumbrance on any of the Assets; (l) all state and local taxing authorities in the states in which the Debtors operate; (m) all environmental authorities having jurisdiction over any of the Assets, including the Environmental Protection Agency; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002.

E. The Debtors have articulated good and sufficient reasons for this Court to: (a) approve the Bidding Procedures; (b) schedule the Bid Deadline, the Auction, the Sale Objection

Deadline, the Post-Auction Objection Deadline, and the Sale Hearing; (c) approve the form of the Sale Notice attached hereto as **Exhibit 2**; (d) approve the form of the Notice of Successful Bidder attached hereto as **Exhibit 3**; (e) approve the Assumption and Assignment Procedures and the form and manner of notice of the Potential Assignment Notice attached hereto as **Exhibit 4**; and (f) grant related relief.

F. The Bidding Procedures are reasonable and appropriate and represent the best available method for maximizing value for the benefit of the Debtors' estates. The Bidding Procedures balance the Debtors' interests in emerging expeditiously from the chapter 11 cases while preserving the opportunity to attract value-maximizing proposals beneficial to the Debtors' estates, their creditors, and other parties in interest.

G. The Sale Notice is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction.

H. The Potential Assignment Notice is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures.

I. Subject to the Debtors' marketing and auction process, the Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the Assets designated for purchase thereunder. The Stalking Horse APA provides the Debtors with the opportunity to sell such Assets in a manner designed to preserve and maximize their value and provides a floor for a further marketing and auction process. Without the Stalking Horse APA, the Debtors are at a significant risk of realizing a lower price for their Assets.

J. Good and sufficient business reasons exist for the Court to authorize the Debtors to enter into the Stalking Horse APA in accordance with the terms of this Order and the Bidding Procedures.

K. Subject to paragraph 20 hereof, the Bid Protections as set forth in Section 8.2 of the Stalking Horse APA to be paid under the circumstances described therein to the Stalking Horse Purchaser are: (1) an actual and necessary cost of preserving the value of the respective Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code; (2) commensurate to the real and substantial benefits conferred upon the Debtors' estates by the Stalking Horse Purchaser; and (3) fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale and comparable transactions, the commitments and accommodations of the Stalking Horse Purchaser that have been made for the benefit of the Debtors' estates, and the efforts that have been and will be expended by the Stalking Horse Purchaser.

L. The Bid Protections are the product of negotiations between the Debtors and the Stalking Horse Purchaser conducted in good faith and at arm's length, and the Stalking Horse APA (including the Bid Protections) is the culmination of a process undertaken by the Debtors and their professionals to negotiate a transaction with a bidder who the Debtors believe was prepared to pay the highest or otherwise best purchase price for the Assets to maximize the value of the Debtors' estates.

M. The Bid Protections are an essential and material inducement and express condition of the Stalking Horse Purchaser's entry into, and continuing obligations under, the Stalking Horse APA. Subject to paragraph 20 hereof, unless it is assured that the Bid Protections will be available, the Stalking Horse Purchaser is unwilling to remain obligated to consummate the Sale or otherwise

be bound under the Stalking Horse APA (including the Stalking Horse Purchaser's obligation to maintain its committed offer while such offer is subject to higher and/or otherwise better offers as contemplated by the Bidding Procedures). The Bid Protections have induced the Stalking Horse Purchaser to submit a bid that will serve as a minimum or floor bid for the Assets on which the Debtors, their creditors and other bidders can rely, and which encourages and facilitates the Auction process. The Stalking Horse Purchaser has thus provided a material benefit to the Debtors, their estates and creditors by increasing the likelihood that the best possible purchase price for the Assets will be realized. Accordingly, the Bid Protections are fair, reasonable and appropriate, and necessary to facilitate a competitive, value-maximizing Sale for the benefit of the Debtors' estates.

N. The Stalking Horse Purchaser is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of directors, officers or controlling stockholders exists among the Stalking Horse Purchaser and the Debtors. The Stalking Horse Purchaser and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Stalking Horse Purchaser's negotiations of the Bid Protections and the Bidding Procedures and entry into the Stalking Horse APA.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as provided herein.

2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court, are overruled.

I. Important Dates and Deadlines

3. The following dates and deadlines are hereby approved (and may be amended from time to time by the Debtors in consultation with the Consultation Parties (as defined in the Bidding Procedures)) by filing an appropriate notice on the Court's docket and posting such notice on the Case Website (as defined herein).

4. Unless extended by the Debtors in accordance with the Bidding Procedures and any applicable consent rights in the Stalking Horse APA, the deadline by which all bids for the Assets must be actually received by the parties specified in the Bidding Procedures is April 2, 2025 at 4:00 p.m. (ET).

5. In accordance with Local Rule 6004-1(c)(ii)(A), the date and time of the Auction, if needed, is April 4, 2025 at 10:00 a.m. (ET), which time may be extended by the Debtors, in consultation with the Consultation Parties, to be held at the offices of Chipman Brown Cicero & Cole, LLP, Hercules Plaza, 1512 N. Market Street, Suite 5400, Wilmington, DE 19801 and/or virtually.

6. In accordance with Local Rule 6004-1(c)(ii)(B), each bidder participating at the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale.

7. In accordance with Local Rule 6004-1(c)(ii)(C), the Auction will be conducted openly. Representatives of the Qualified Bidders, the Debtors, and the Consultation Parties shall be permitted to attend the Auction in person. All other parties permitted to attend by the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules shall provide at least two (2) days' notice of such attendance prior to the Auction by sending an email to counsel to the Debtors.

8. In accordance with Local Rule 6004-1(c)(ii)(D), bidding at the Auction will be transcribed or videotaped.

9. If the Debtors do not receive a Qualified Bid with respect to the Assets other than the Stalking Horse Bid (as defined in the Bidding Procedures), the Debtors will not hold the Auction and the Stalking Horse Purchaser shall be deemed the Successful Bidder upon the Bid Deadline with respect to the Assets. If the Debtors receive one or more Qualified Bids with respect to the Assets in addition to the Stalking Horse Bid, the Debtors will conduct the Auction for the Assets.

10. In the event of a competing Qualified Bid with respect to the Assets, the Stalking Horse Purchaser shall be entitled, but not obligated, to submit subsequent bids and, subject to the availability of the Bid Protections as set forth in paragraph 20 hereof, shall be entitled, but not obligated, in any and all such subsequent bids to credit bid the full amount of the Bid Protections in lieu of cash, and for purposes of evaluating the subsequent bid, the full amount of such Bid Protections shall be treated as equal to cash in the same amount.

11. As soon as reasonably practicable after the completion of the Auction, the Debtors shall file with the Court and serve on Contract Counterparties and other parties entitled to notice under Local Rule 2002-1(b) a Notice of Successful Bidder which shall (a) identify the Successful Bidder and Backup Bidder, (b) include a copy of the Successful Bid or a summary of the material terms thereof, and (c) set forth the Post-Auction Objection Deadline (as defined below) and the date, time, and location of the Sale Hearing.

12. The deadline to object to approval of the Sale ("Sale Objection Deadline") to the Stalking Horse Purchaser is set for April 3, 2025 at 4:00 p.m. (ET), and any such objection (a "Sale Objection") must (a) be in writing, (b) state the basis of such objection with specificity, (c) conform to the Bankruptcy Rules and the Local Rules, and (d) be filed with the Bankruptcy Court and served upon the following parties so as to be received not later than the Sale Objection Deadline:

(i) proposed 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., 26th 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 Agent and 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); 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) (collectively, the "Objection Notice Parties").

13. The deadline to object to approval of the Sale to a Successful Bidder other than the Stalking Horse Purchaser (a "Post-Auction Objection") is set for April 7, 2025 at the time of the Sale Hearing (as defined below) (the "Post-Auction Objection Deadline"). Any Post-Auction Objection Deadline must (a) be in writing, (b) state the basis of such objection with specificity, (c) conform to the Bankruptcy Rules and the Local Rules, and (d) be filed with the Bankruptcy Court and served upon the Objection Notice Parties so as to be received not later than the Post-Auction Objection Deadline.

14. The hearing to consider approval of the Sale ("Sale Hearing") will take place on April 7, 2025 at 2:00 p.m. (ET) at the United States Federal Courthouse, 824 North Market Street, 6th Floor, Courtroom 2, Wilmington, DE 19801. Information regarding attending the Sale Hearing via zoom or other remote means, if applicable, may be obtained from the Court's website (www.deb.uscourts.gov) or the Debtors' restructuring website (www.veritaglobal.net/FMIAerostructures).

II. The Bidding Procedures

15. The Bidding Procedures are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all bids relating to the proposed sale of the Assets. Any party desiring to bid for all or a portion of the Assets shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures.

16. The Bidding Procedures and the notice thereof provide all parties in interest with notice of, and the opportunity to participate in, any potential Sale and/or Auction.

III. Stalking Horse Purchaser, Bid Protections, and Stalking Horse APA

17. Subject to paragraph 20 hereof, the Bid Protections for the Stalking Horse Purchaser are approved in their entirety and are payable in accordance with, and subject to the terms of, the Stalking Horse APA and this Order. The Debtors are authorized to pay any amounts that may become due to the Stalking Horse Purchaser on account of the Bid Protections on the terms set forth in the Stalking Horse APA and this Order. The Bid Protections shall constitute allowed administrative expense claims pursuant to sections 105(a), 503(b)(1) and 507(a)(2) of the Bankruptcy Code. To the extent the Expense Reimbursement becomes payable pursuant to the terms of the Stalking Horse APA, the Stalking Horse Purchaser shall provide to counsel for the

Debtors, counsel for the DIP Lender, and the U.S. Trustee copies of invoices with respect to the costs and expenses comprising the Expense Reimbursement (which shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine). The Debtors, the DIP Lender, and the U.S. Trustee shall have ten (10) days from receipt to review the summary legal invoices. In the event the Debtors, the DIP Lender, or the U.S. Trustee files with this Court an objection to any such invoice within ten (10) days of its receipt thereof, the undisputed portion of such invoice shall be paid without further order of the Court whereas the portion of such legal invoice subject to such objection shall not be paid until resolution of such objection by this Court. In the event the Debtors, the DIP Lender, or the U.S. Trustee do not file an objection to any such invoice within ten (10) days of receipt thereof, such invoice shall be paid without further order of the Court and shall not be subject to any further review, challenge, or disgorgement.

18. Subject to paragraph 20 hereof, the Debtors are hereby authorized and directed to pay the Bid Protections, if and when due, in accordance with the terms of the Stalking Horse APA and this Order without further order of the Court. The Debtors' obligation to pay the Bid Protections survive termination of the Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. No person or entity, other than the Stalking Horse Purchaser, shall be entitled to any expense reimbursement, break-up fee, "topping," or other similar fee or payment.

19. The Stalking Horse Purchaser is a Qualified Bidder and the bid reflected in the Stalking Horse Bid (including as it may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures.

20. No later than March 27, 2025 at 12:00 p.m. (ET), the Stalking Horse Bidder shall file with the Court a statement (a "Stalking Horse Statement") declaring whether the Stalking Horse Bidder intends to credit bid the secured claims under the Prepetition Credit Agreement (as defined in the *Notice of Transfer of Claims of BMO Harris Bank N.A. to FMI Holdco LLC* [Docket No. 102]) at any Auction in connection with the Sale. Within one (1) business day after the Stalking Horse Bidder files the Stalking Horse Statement, the Debtors shall serve the Stalking Horse Statement, via first class mail or electronic mail, on all parties who have expressed a written interest in some or all of the Debtors' assets in connection with a Sale. In the event the Stalking Horse Bidder declares that it does intend to credit bid all or a portion of the secured claims under the Prepetition Credit Agreement at any Auction in connection with the Sale, then, notwithstanding anything to the contrary set forth herein, it will not be entitled to payment of the Bid Protections.

21. The deposit provided by the Stalking Horse Purchaser and all other Qualified Bidders shall be held in escrow and shall not become property of the Debtors' bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement or order of this Court.

IV. Notice Procedures

22. The form of Sale Notice attached hereto as **Exhibit 2** is approved.

23. Within one (1) business day after entry of the Bidding Procedures Order, the Debtors shall serve the Sale Notice, Bidding Procedures Order and Bidding Procedures by first-class mail or courier service upon: (a) the Office of the United States Trustee for the District of

Delaware; (b) counsel to any statutory committee of unsecured creditors appointed in these chapter 11 cases; (c) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (d) counsel to the administrative agents for the Debtors' prepetition and postpetition credit facilities, (e) all parties who have expressed a written interest in some or all of the Debtors' assets; (f) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim or other interest in the Debtors' assets; (g) the Internal Revenue Service; (h) all applicable state and local taxing authorities; (i) the United States Attorney for the District of Delaware; (j) the Securities and Exchange Commission; (k) the state attorneys general for states in which the Debtors conduct business; (l) all non-Debtor parties to the Debtors' executory contracts and unexpired leases; (m) all environmental authorities having jurisdiction over any of the Assets, including the Environmental Protection Agency; (n) all of the Debtors' other known creditors; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002.

24. Additionally, within three (3) business days after entry of this Order, or as soon as reasonably practicable thereafter, the Debtors will also provide notice of the Sale Hearing through publication of the Sale Notice on their restructuring website, www.veritaglobal.net/FMIAerostructures (the "Case Website") and will also publish the Sale Notice (the "Publication Notice") once in the national edition of *The New York Times*, *USA Today* or another nationally circulated newspaper, with any modifications necessary for ease of publication. Publication of the Sale Notice as described in this Order conforms to the requirements of Bankruptcy Rules 2002(l) and 9008 and is reasonably calculated to provide notice to any affected party and any other interested party whose identity is unknown to the Debtors, including any potential bidders, and afford the affected party the opportunity to exercise any rights affected by the Motion and the relief granted by this Order.

V. The Assumption and Assignment Procedures

25. The Assumption and Assignment Procedures set forth in the Motion regarding the assumption and assignment of the Assigned Contracts proposed to be assumed by the Debtors and assigned to the Successful Bidder are approved.

(a) Within one (1) business day following the entry of this Order, the Debtors shall file with the Court and serve a notice of potential assumption and assignment (the "Potential Assignment Notice"), substantially in the form attached hereto as **Exhibit 4**, via first class mail, electronic mail, or overnight delivery on all Contract Counterparties and provide a copy of the same to the Stalking Horse Purchaser, which copy may be provided via email, providing notice of the potential assumption and assignment of their Assigned Contracts by the Successful Bidder. The Debtors shall also post the Potential Assignment Notice to the Case Website. Service as set forth herein shall be deemed proper, timely, good, and sufficient notice and no other or further notice is necessary.

(b) The Potential Assignment Notice shall inform each recipient of the timing and procedures relating to the potential assumption and assignment of the Assigned Contracts to the Stalking Horse Purchaser or other Successful Bidder upon Court approval of the Sale and the deadline by which any Contract Counterparty to an Assigned Contract may file an objection based on adequate assurance of future performance of the Stalking Horse Purchaser. To the extent any Assigned Contract listed in a Potential Assignment Notice was not previously included in the Cure Cost Motion [Docket No. 35] (a "Supplemental Assigned Contract"), the Potential Assignment Notice shall inform the Contract Counterparty to such Supplemental Assigned Contract of (i) the Debtors' good-faith estimates of the Cure Costs (if any) required in connection with the Supplemental Assigned Contract, and (ii) the deadline by which any Contract Counterparty to a Supplemental Assigned Contract may file an objection to the proposed assumption, assignment, cure, and/or adequate assurance and the procedures relating thereto. Service of a Potential Assignment Notice does not constitute an admission that any contract is an executory contract or that the stated Cure Cost related to any contract or unexpired lease constitutes a claim against the Debtors or a right against the Stalking Horse Purchaser (all rights with respect thereto being expressly reserved). Further, the inclusion of a contract or unexpired lease, as applicable, on the Potential Assignment Notice is not a guarantee that such contract or unexpired lease, as applicable, will or will not ultimately be assumed and assigned pursuant to the Stalking Horse Bid or any other Successful Bid.

(c) 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) proposed 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., 26th 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 Agent and 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); 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).

(d) Other objections, including, solely with respect to Supplemental Assigned Contracts, to the proposed assumption, assignment, cure, 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; (b) state the basis for such objection; and (c) if such objection is to the Cure Cost for a Supplemental Assigned Contract, state with specificity what Cure Cost the counterparty believes is required (in all cases, with appropriate documentation in support thereof) 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 25(c) above no later than **April 7, 2025 at the time of the Sale Hearing**.

(e) Any Assigned Contract Objections that remain unresolved as of the Sale Hearing shall be heard at the Sale Hearing or at such later date as may be fixed by the Court. Upon entry of an order by the Court resolving such Assigned Contract Objection, the assumption and assignment, if approved by the Court, shall be deemed effective as of the closing date of the sale transactions, unless otherwise ordered by the Court. To the extent that any Assigned Contract Objection cannot be resolved by the parties, such Assigned Contract shall be assumed and assigned only upon satisfactory resolution of the Assigned Contract Objection, to be determined in the Stalking Horse Purchaser's or other Successful Bidder's reasonable discretion. If an Assigned Contract Objection is not satisfactorily resolved, the Stalking Horse Purchaser or other Successful Bidder may determine that such Assigned Contract should be rejected and not assigned, in which case the Debtors, Stalking Horse Purchaser or other

Successful Bidder will not be responsible for any Cure Costs in respect of such contract.

(f) The Debtors reserve the right, with the consent of the Stalking Horse Purchaser or Successful Bidder, as applicable, to: (i) supplement the schedule of Assigned Contracts (the "Assigned Contracts Schedule") attached to the Potential Assignment Notice with previously omitted Assigned Contracts in accordance with the definitive agreement for a Sale; (ii) remove any Assigned Contracts from the list of executory contracts and unexpired leases ultimately selected as Assigned Contracts that the Successful Bidder proposes be assumed and assigned to it in connection with a Sale or add to such list; and (iii) modify the previously stated Cure Cost associated with any Assigned Contracts ("Supplemental Assigned Contracts Schedule") at any time prior to the closing of the Sale. In the event that the Debtors exercise any of the rights reserved above, the Debtors will serve a supplemental Potential Assignment Notice (each, a "Supplemental Potential Assignment Notice") by electronic transmission, hand delivery, or overnight mail on the applicable counterparty, and its counsel, if known, to each impacted Assigned Contract at the last known address available to the Debtors. Each Supplemental Potential Assignment Notice will include the same information with respect to listed Assigned Contracts as was included in the Potential Assignment Notice. Any counterparty to an Assigned Contract listed on a Supplemental Potential Assignment Notice may file a supplemental Assigned Contract Objection (a "Supplemental Assigned Contract Objection") only if such objection is to the proposed assumption and assignment of the applicable Assigned Contract or the proposed Cure Costs, if any. All Supplemental Assigned Contract Objections must: (x) state with specificity the legal and factual basis thereof as well as what Cure Costs the objecting party believes are required, if any; (y) include appropriate documentation in support of the objection; and (z) be filed and served on the Objection Notice Parties no later than the later of (i) the Sale Objection Deadline and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is fourteen days from the date of service of such Supplemental Potential Assignment Notice, which date will be set forth in the Supplemental Potential Assignment Notice ("Supplemental Assigned Contract Objection Deadline"). This deadline shall be included in the Supplemental Potential Assignment Notice.

(g) If a Contract Counterparty files a Supplemental Assigned Contract Objection in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute, the Debtors will seek a hearing on such Supplemental Assigned Contract Objection to determine the Cure Costs, if any, and approve the assumption and assignment of the relevant Assigned Contracts. If there is no such objection, then the Debtors will obtain entry of an order, including by filing a certification of no objection, fixing the Cure Costs and approving the assumption and assignment of any Assigned Contract listed on a Supplemental Potential Assignment Notice.

26. The inclusion of an Assigned Contract on the Assigned Contract Schedule, Supplemental Assigned Contract Schedule, a Potential Assignment Notice, and/or in a Supplemental Potential Assignment Notice will not: (a) obligate the Debtors to assume any Assigned Contract listed thereon or obligate the Stalking Horse Purchaser or other Successful Bidder to take assignment of such Assigned Contract; or (b) constitute any admission or agreement of the Debtors that such Assigned Contract is an executory contract or unexpired lease. Only those Assigned Contracts that are included on a schedule of assumed and assigned contracts attached to the definitive sale agreement with the Successful Bidder (including amendments or modifications to such schedules in accordance with such agreement) will be assumed and assigned to the Successful Bidder.

VI. Miscellaneous

27. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such provision.

28. In the event of any inconsistency between this Order and the Motion or the Bidding Procedures, this Order shall govern in all respects.

29. The Debtors, subject to the terms of this Order and the Bidding Procedures, are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

30. The requirements set forth in all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules are satisfied by the contents of the Motion.

31. All persons and entities that participate in the bidding process or the Auction shall be deemed to have knowingly and voluntarily (a) submitted to the jurisdiction of this Court and

(b) waived any right to jury trial, in each case, with respect to all matters related to the terms and conditions of the transfer of the Assets, the Auction, and Sale.

32. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

33. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

34. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: March 25th, 2025
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Dynamic Aerostructures LLC, *et al.*,	Case No. 25-10292 (LSS)
Debtors.[1]	(Jointly Administered)
	Related Docket No. 16

BIDDING PROCEDURES

On February 26, 2025 (the "Petition Date"), the above captioned debtors and debtors in possession (collectively, the "Debtors") commenced their chapter 11 cases (the "Chapter 11 Cases") by filing voluntary petitions 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"). The Debtors are maintaining their business and managing their property as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

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 "Combined Sale/Bidding Procedures Motion")[2] seeking approval of, among other things, the procedures to be employed by the Debtors in connection with the proposed sale of all or substantially all of the Debtors' assets (collectively, the "Assets") through a section 363 sale process (any such purchase, a "Transaction").

On [●], the Court entered an order Docket No. [●] (the "Bidding Procedures Order"), among other things, granting certain relief requested in the Combined Sale/Bidding Procedures Motion, including authorizing the Debtors to solicit bids and approving the procedures

[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 otherwise defined herein shall have the meanings ascribed to such terms in the Combined Sale/Bidding Procedures Motion or the Stalking Horse APA (as defined herein) as applicable).

contemplated herein (the "Bidding Procedures"). The Bidding Procedures set forth the process by which the Debtors are authorized to solicit bids and conduct an auction (the "Auction") to determine the Successful Bidder (as defined below) for the Assets (the "Sale").

FMI Holdco LLC (the "Stalking Horse Purchaser") and the Debtors have executed that certain *Asset Purchase Agreement*, dated as of February 25, 2025 (as amended, supplemented or otherwise modified by the parties thereto from time to time, and including the disclosure schedules and exhibits attached thereto, the "Stalking Horse APA"), pursuant to which the Stalking Horse Purchaser has agreed to purchase the Assets set forth in the Stalking Horse APA, free and clear of all Liens, Claims (each as defined in the Stalking Horse APA), and interests pursuant to section 363(f) of the Bankruptcy Code other than the Assumed Liabilities (as defined in the Stalking Horse APA), and subject to the terms and conditions set forth therein. The Debtors are conducting an ongoing marketing process intended to obtain the highest or otherwise best bid for the Assets. The bid contained in the Stalking Horse APA is subject to higher and better offers submitted in accordance with the terms of the Bidding Procedures and, as such, the Stalking Horse APA has been approved by the Court as the "stalking-horse" bid for the Assets set forth therein (the "Stalking Horse Bid").

Any party interested in bidding on the assets should contact:

(a) Configure Partners, LLC, 3344 Peachtree Rd. NE, Suite 1500, Atlanta, GA 30326 (Attn: Rory Keenan and Matt Guill; email: rkeenan@configurepartners.com and mguill@configurepartners.com), investment banker for the Debtors; and

(b) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi, email: gregg.galardi@ropesgray.com), 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), co-counsel for the Debtors.

Summary of Key Dates Established by Bidding Procedures

Event	Due Date
Deadline for Acceptable Bidders to Submit Bids	April 2, 2025 at 4:00 p.m. (ET)
Deadline to object to approval of Sale to Stalking Horse Purchaser	April 3, 2025 at 4:00 p.m. (ET)
Auction (if necessary)	April 4, 2025 at 10:00 a.m. (ET)
Deadline to object to approval of Sale to Successful Bidder other than the Stalking Horse Purchaser	April 7, 2025 at 2:00 p.m. (ET)
Hearing to Consider the Sale	April 7, 2025 at 2:00 p.m. (ET)

Marketing Process

I. Contact Parties

As part of the marketing process, the Debtors have and continue to assemble materials in order to streamline potential purchasers' diligence requests, and develop a list of parties who may be interested in, and who the Debtors reasonably believe have the financial resources to consummate, a Transaction (each, a "Contact Party" and, collectively, the "Contact Parties"). Parties interested in becoming Contact Parties should contact: investment banker to the Debtors, Configure Partners, Attn: Rory Keenan (rkeenan@configurepartners.com) and Matt Guill (mguill@configurepartners.com).

The Debtors may distribute (to the extent not already distributed) to each Contact Party and any other interested party or potential bidder materials consisting of: (a) a copy of the Bidding Procedures, the Bidding Procedures Order, and the Combined Sale/Bidding Procedures Motion; (b) a form confidentiality agreement (a "Confidentiality Agreement"); and (c) such other materials as appropriate under the circumstances.

II. Participation Requirements

To receive due diligence information and to receive additional non-public information regarding the Debtors, a potential bidder must deliver to each of: (i) (a) 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 (b) co-counsel to the Debtors, 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) and (ii) investment banker to the Debtors, Configure Partners, LLC, 3344 Peachtree Rd. NE, Suite 1500, Atlanta, GA 30326 (Attn: Rory Keenan and Matt Guill; email: rkeenan@configurepartners.com and mguill@configurepartners.com) (collectively, the "Debtors' Advisors"), the following documents (collectively, the "Preliminary Bid Documents") unless otherwise waived by the Debtors in their discretion:

a. documentation identifying the interested party, its principals, and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated transaction;

b. an executed Confidentiality Agreement on terms acceptable to the Debtors, to the extent not already executed, which Confidentiality Agreement shall, among other terms, contain customary provisions regarding: (i) the nondisclosure of confidential information, (ii) prohibitions on contacting third parties in connection with a Transaction, (iii) covenant to not solicit employees of the Debtors, and (iv) the survival of certain provisions of the Confidentiality Agreement;

c. evidence by the potential bidder of its sufficient financial capacity to close a proposed transaction, which may include financial statements of, or verified

financial commitments obtained by, the potential bidder (or, if the potential bidder is an entity formed for the purpose of acquiring the Assets, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors, with the assistance of the Debtors' Advisors;

d. a statement and other factual support that the potential bidder has a *bona fide* interest in consummating a sale transaction, to the reasonable satisfaction of the Debtors after consultation with the Consultation Parties (as defined below);

e. written disclosure of any connections or agreements with the Debtors, the Stalking Horse Purchaser, any other known potential bidder, or Qualified Bidder (as defined below), "insiders" of the Debtors (as that term is contemplated by section 101(31) of the Bankruptcy Code), or any manager or direct or indirect equity security holder of the Debtors; and

f. documentation identifying the potential bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated transaction.

Only those potential bidders that have submitted acceptable Preliminary Bid Documents, as determined by the Debtors (each, an "Acceptable Bidder") may submit Bids. For the avoidance of doubt, and notwithstanding the foregoing, the Stalking Horse Purchaser is an Acceptable Bidder.

Beginning on or as soon as is reasonably practicable after the Debtors determine that a potential bidder is an Acceptable Bidder, the Debtors will provide such Acceptable Bidder with reasonable access to due diligence information, to the extent reasonably requested by such Acceptable Bidder. All due diligence requests must be directed to: the investment banker to the Debtors, Configure Partners, Rory Keenan (rkeenan@configurepartners.com) and Matt Guill (mguill@configurepartners.com).

To the extent reasonably practicable, the Debtors will also facilitate meetings between any interested Acceptable Bidder and the Debtors' management team, which meetings will proceed in a manner determined by the Debtors, in their discretion. The due diligence period will end on the Bid Deadline (as defined below) and, subsequent to the Bid Deadline, the Debtors will have no obligation to furnish any due diligence information.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever related to the Assets (i) to any person or entity who (a) is not an Acceptable Bidder; (b) does not comply with the participation requirements set forth above; or (c) in the case of competitively sensitive information, is a competitor of the Debtors (except pursuant to information sharing procedures reasonably satisfactory to the Debtors in the Debtors' discretion) and (ii) to the extent not permitted by law.

The Debtors and the Debtors' Advisors will coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, at such time and in the

Debtors' business judgment, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate a Transaction. No potential bidder, Acceptable Bidder, or Qualified Bidder (as defined below) shall communicate with any of the Debtors' employees, landlords, vendors, lenders, or other potential bidder, Acceptable Bidder, or Qualified Bidder with respect to any bid or potential Transaction absent the prior written consent of the Debtors; *provided* that, if such consent is given, a representative of the Debtors shall be present for or party to any such communications (unless otherwise agreed by the Debtors in their sole discretion).

For any Acceptable Bidder who is a competitor of the Debtors or is affiliated with any competitor of the Debtors, the Debtors reserve the right to withhold, redact, code, or delay providing any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such Bidder at such time.

Each Acceptable Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or the Debtors' Advisors regarding such Acceptable Bidder and its contemplated Transaction.

Stalking Horse Purchase Price/Breakup Fee and Expense Reimbursement

On February 25, 2025, the Debtors entered into the Stalking Horse APA with the Stalking Horse Purchaser. As set forth more fully in the Stalking Horse APA, the Purchase Price to be paid by the Stalking Horse Purchaser is (i) cash in the amount of $16,000,000 (less any Cure Cost Deduction and subject to a working capital adjustment), and (ii) the assumption by Purchaser of the Assumed Liabilities (including payment of the Cure Costs) (collectively, the "Purchase Price"). The Stalking Horse APA also includes various customary representations, warranties, and covenants by and from the Debtors and the Stalking Horse Purchaser, and certain conditions to closing and rights of termination related to the Sale and the Chapter 11 Cases generally.

To provide the Stalking Horse Purchaser with an incentive to participate in a competitive process and to compensate the Stalking Horse Purchaser for (i) performing substantial due diligence and incurring the expenses related thereto and (ii) entering into the Stalking Horse APA with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed, and the Court (subject to the terms of the Bidding Procedures Order) has approved, that the Stalking Horse Purchaser is entitled from the proceeds of a transaction consummated pursuant to a Successful Bid (as defined below) with the Successful Bidder subject to the terms of the Stalking Horse APA and pursuant to the terms thereof, to the Breakup Fee and Expense Reimbursement (each as defined in the Stalking Horse APA). As set forth below, payment of the Breakup Fee and Expense Reimbursement (to the extent payable under the Stalking Horse APA and Bidding Procedures Order) shall be a component of any Qualified Bid submitted by a Qualified Bidder (other than the Stalking Horse Purchaser). The Breakup Fee and Expense Reimbursement shall be payable as provided for pursuant to the terms of the Bidding Procedures Order, the Sale Order (as defined in the Bidding Procedures Order), and the Stalking Horse APA.

Auction Process

I. Bid Deadline

An Acceptable Bidder, other than the Stalking Horse Purchaser, that desires to make a proposal, solicitation, or offer (each, a "Bid") shall transmit such proposal, solicitation, or offer via email (in pdf or similar format) so as to be **actually received** on or before **April 2, 2025 at 4:00 p.m. (ET)** (the "Bid Deadline") by:

a. co-counsel to the Debtors, Ropes & Gray, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi (gregg.galardi@ropesgray.com));

b. co-counsel to the Debtors, 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); and

c. investment banker to the Debtors, Configure Partners, LLC, 3344 Peachtree Rd. NE, Suite 1500, Atlanta, GA 30326 (Attn: Rory Keenan and Matt Guill; email: rkeenan@configurepartners.com and mguill@configurepartners.com).

A Bid must be received no later than the Bid Deadline, unless otherwise extended by the Debtors in their sole discretion. To the extent that the Bid Deadline is extended for all parties, the Debtors shall file a notice on the docket of the Chapter 11 Cases indicating the same. Any party that does not submit a bid by the Bid Deadline will not be allowed to (a) submit any offer after the Bid Deadline, or (b) participate in the Auction.

II. Bid Requirements

Each Bid submitted by an Acceptable Bidder must be submitted in writing and satisfy the following requirements (collectively, the "Bid Requirements") unless otherwise modified by the Debtors, in their discretion:

a. Marked Agreement. A Bid must be in writing and include an executed asset purchase agreement (a "Competing APA"), together with all exhibits and schedules (the "Transaction Documents"), pursuant to which the Acceptable Bidder proposes to effectuate the contemplated transaction, which Competing APA must be similar in form and substance to the Stalking Horse APA and be marked to reflect the differences between the Stalking Horse APA and the Acceptable Bidder's Competing APA, including, without limitation, specification of the proposed purchase price, any assumed liabilities, and any changes to any exhibits or schedules to the Competing APA. A Bid must identify with particularity each and every condition to closing and all executory contracts and unexpired leases to be assumed and assigned pursuant to the Transaction Documents. The Transaction Documents must include a commitment to close the Transaction by no later than the Closing

Date provided in the Stalking Horse APA. A Bid may propose a contemplated transaction involving all or substantially all of the Assets or any subset of Assets. The Debtors will evaluate all Bids, in their sole discretion, subject to prior consultation with the Consultation Parties, to determine whether such Bid or combination of Bids maximizes the value of the Debtors' estates as a whole in light of any factors regarding such bid which the Debtors, in their discretion, determine are appropriate to be considered in evaluating Bids.

b. Purpose. Each Acceptable Bidder must state that the Bid includes an offer by the Acceptable Bidder to purchase some or all of the Assets and state which Assets with reasonable specificity. Each Bid must clearly identify the following: (i) contracts to be assumed, including cure costs to be paid, if any, and parties responsible for payment thereof; (ii) the liabilities, if any, to be assumed; (iii) leases to be assumed, including cure costs to be paid, if any, and parties responsible for payment thereof; and (iv) which employees or groups thereof will be offered employment.

c. Purchase Price. The consideration proposed by a Bid may include cash or other consideration acceptable to the Debtors in an amount of no less than the sum of (i) the Purchase Price plus (ii) the Breakup Fee and Expense Reimbursement plus (iii) $250,000; *provided that* the Bid must include sufficient cash to pay all DIP Obligations in full, in addition to the Breakup Fee and Expense Reimbursement.

d. Forms of Consideration. Each Bid must (a) indicate (x) whether it is an all-cash offer (including confirmation that the cash component of the Bid is based in U.S. Dollars) or consists of certain non-cash components, such as a credit bid or the assumption of liabilities; and (y) the liabilities to be assumed, if applicable; and (b) provide sufficient cash consideration for payment of the amounts set forth in Section II(c) above. The Debtors may request that any Bid include the allocation of the Purchase Price among the Assets to be acquired. In addition, any Bid shall identify separately any cash and non-cash components, which non-cash components shall be limited only to credit-bids in accordance with section 363(k) of the Bankruptcy Code and assumed liabilities.

e. Deposit. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the cash and non-cash consideration (with the deposit amount for the non-cash consideration determined by the Debtors in their discretion) of the Bid to be held in an escrow account to be identified and established by the Debtors (the "Deposit"); *provided that* the Debtors reserve the right to increase the amount of the Deposit in their discretion, including, without limitation, the right to request an additional Deposit in the event an Acceptable Bidder increases the amount of its Bid.

f. Irrevocable. All Bids must be irrevocable until the Debtors' selection of the Successful Bid and Backup Bid (each as defined below); *provided, however*, that the Successful Bid shall be irrevocable until the closing of the Approved

Transaction (as defined below) and the Backup Bid must be irrevocable in accordance with Section VI below, as applicable.

g. Committed Financing. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors' satisfaction that demonstrates that the Acceptable Bidder has received sufficient debt or equity funding commitments to satisfy the Acceptable Bidder's purchase price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors.

h. Unconditional Offer / Contingencies. A statement that the Bid is formal, binding, and unconditional and is not subject to any further due diligence or contingencies related to financing, internal approval, due diligence, or otherwise, and is irrevocable until the Debtors notify the Acceptable Bidder that such Bid is not a Successful Bid or a Backup Bid.

i. Non-Reliance. A Bid must include a written acknowledgement and representation of the Acceptable Bidder that it has had an opportunity to conduct any and all due diligence regarding the Assets and assumed liabilities prior to making its Bid, that it has relied solely upon its own independent review, investigation or inspection of any documents or the Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guaranties, express, implied, statutory or otherwise, regarding the Assets, the financial performance of the Assets or the physical condition of the Assets, the assumed liabilities, or the completeness of any information provided in connection therewith or the Auction.

j. Identity. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder, sponsor, parent company or other financial backer of the Acceptable Bidder, including if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s), counsel and other advisors whom the Debtors' Advisors should contact regarding such Bid. Nothing herein shall preclude multiple Acceptable Bidders from submitting a joint Bid, subject to the Debtors' prior written consent to such submission and the disclosure requirements set forth herein.

k. Adequate Assurance. Each Bid must contain evidence acceptable to the Debtors in their discretion that the Acceptable Bidder has the ability to perform thereunder and otherwise complies with the requirements of adequate assurance of future performance under sections 365(b)(1) and 365(b)(3) of the Bankruptcy Code. Such evidence may include audited and unaudited financial statements, tax returns, bank

account statements, a description of the proposed business to be conducted at the premises or any other documentation that the Debtors further request.

l. Authorization. Each Bid must contain evidence that the Acceptable Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the closing of the Transaction contemplated in such Bid (including the submission, execution, and delivery of the Competing APA).

m. No Fees Payable to Bidder. Except with respect to the Breakup Fee and Expense Reimbursement payable to the Stalking Horse Purchaser in accordance with the Stalking Horse APA and Bidding Procedures Order, a Bid may not request or entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue any break-up fee, termination fee, expense reimbursement or similar type of payment, or substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its Bid or the Bidding Procedures.

By submitting its Bid, each Acceptable Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bidding Procedures and to refrain from submitting a Bid or seeking to reopen any round of bidding or the Auction after conclusion of any round of bidding or the Auction. **The submission of a Bid shall constitute a binding and irrevocable offer to acquire the Assets as reflected in such Bid.**

Notwithstanding anything herein to the contrary and for the avoidance of doubt, for all purposes under the Bidding Procedures, the Stalking Horse APA submitted by the Stalking Horse Purchaser is a Qualified Bid without regard to any of the requirements or conditions set forth therein and without any other or further action by the Stalking Horse Purchaser.

III. Designation of Qualified Bidders

A Bid will be considered a "Qualified Bid," and each Acceptable Bidder that submits a Qualified Bid will be considered a "Qualified Bidder," if the Debtors determine, in their discretion, subject to prior consultation with the Consultation Parties, that such Bid:

a. satisfies the Bid Requirements set forth above; and

b. is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors.

The Debtors will notify each Qualified Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties (as defined below) with a copy of each Bid that has been submitted to the Debtors (whether or not such bid has been determined by the Debtors to be a Qualified Bid).

If any Bid is determined by the Debtors not to be a Qualified Bid, the Debtors will refund

such Acceptable Bidder's Deposit on the date that is the later of (i) three (3) Business Days after the Bid Deadline and (ii) the date on which the Debtors make a final determination that such Bid is not a Qualified Bid or, in each case, as soon as is reasonably practicable thereafter. The Debtors reserve the right to work with any Acceptable Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid and to determine at any time prior to the start of the Auction that such Bid, as modified, is a Qualified Bid.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Acceptable Bidder's purchase price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; *provided* that any Qualified Bid may be improved at the Auction as set forth herein; *provided*, *further*, that the Stalking Horse Bid may be modified or amended pursuant to its terms. Any improved Qualified Bid must continue to comply in all respects with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right, (a) to work with potential bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Bid prior to the Bid Deadline or (b) to work with Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction. No bidders, Acceptable Bidders or Qualified Bidders may aggregate any Bids without the Debtors' prior consent, subject to prior consultation with the Consultation Parties.

Notwithstanding anything herein to the contrary and for the avoidance of doubt, for all purposes under the Bidding Procedures, the Stalking Horse Purchaser is a Qualified Bidder without regard to any of the requirements or conditions set forth therein and without any other or further action by the Stalking Horse Purchaser.

IV. Right to Credit Bid

Unless otherwise ordered by the Court and subject to the terms of the Bidding Procedures Order, any Qualified Bidder who has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor") and the right, power, and authorization to credit bid claims secured by such liens, shall have the right to credit bid all or a portion of such Secured Creditor's secured claims within the meaning of, and subject to, section 363(k) of the Bankruptcy Code; provided that a Secured Creditor shall have the right to credit bid its secured claim only with respect to the collateral by which such Secured Creditor is secured.

V. Auction

If no Qualified Bid (other than the Stalking Horse Bid) is received by the Bid Deadline, the Stalking Horse Purchaser shall be deemed the Successful Bidder without the need or requirement to hold or open the Auction.

If the Debtors receive more than one Qualified Bid for the Assets (other than the Stalking Horse Bid), the Debtors will conduct the Auction to determine both the Successful Bidder and the Backup Bidder with respect to such Assets. The Auction shall take place on **April 4, 2025 at 10:00 a.m. (ET)**, at the offices of Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801, or such later date and time as selected by the Debtors (following consultation with the Consultation Parties).

Prior to the start of the Auction, the Debtors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, or, if multiple bids are received in respect of non-overlapping Assets, the highest or best Qualified Bid(s) received in relation to each group of Assets, in each case as determined in the Debtors' business judgment (each such bid, a "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid(s) to all Qualified Bidders and the Consultation Parties. The determination of which Qualified Bid(s) constitutes the Baseline Bid(s) and which Qualified Bid(s) constitutes the Successful Bid(s) shall take into account any factors the Debtors, in consultation of the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid(s) to the Debtors' estates, which may include, among other things: (a) the type and amount of Assets sought to be purchased in the Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Bidder's ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Bid; (e) the tax consequences of such Bid; (f) the assumption of obligations, including contracts and leases; (g) the cure costs to be paid; and (h) the impact on employees, including the number of employees proposed to be transferred and employee-related obligations to be assumed (collectively, the "Bid Assessment Criteria").

The Auction shall be conducted pursuant to the following procedures:

a. The Debtors Shall Conduct the Auction

The Debtors and the Debtors' Advisors shall direct and preside over the Auction.

The Auction shall be conducted in an open cry format (and not by way of sealed bids). At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid(s). All incremental Bids made thereafter shall be Overbids (as defined below) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders and the Consultation Parties. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid(s), all Overbids, the Successful Bid(s), and any Backup Bid(s).

Qualified Bidders (including, for the avoidance of doubt, the Stalking Horse Purchaser) and the Consultation Parties, and each of their respective legal and financial advisors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person (live or on videoconference) and may speak or bid themselves or through duly authorized representatives. Only Qualified Bidders (including, for the avoidance of doubt, the Stalking Horse Purchaser) shall be entitled to make any subsequent bids at the Auction; *provided, however*, that any creditor who wishes to physically attend the Auction (other than (i) the parties set forth in the Bidding Procedures (including the Qualified Bidders), and (ii) such other parties the Debtors deem appropriate), shall provide at least two (2) days' notice of such attendance prior to the Auction by

sending an email to counsel to the Debtors.

b. Terms of Overbids

"Overbid" means any bid made at the Auction by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid. Each Overbid must comply with the following conditions:

(i) Minimum Overbid Increment. Any Overbid to the initial Baseline Bid at the start of the Auction shall be in increments of no less than a value equal to $250,000 unless otherwise determined by the Debtors in an exercise of their business judgment; *provided, however*, that to the extent that the Baseline Bid constitutes the Stalking Horse Bid, the bidding for such Assets at the first round of bidding will start at an amount equal to the sum of: (i) the value of the Baseline Bid, (ii) the amount of the Breakup Fee and Expense Reimbursement, and (iii) $250,000.

(ii) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, extend from time to time, the "Overbid Round Deadline") by which time any Overbids must be submitted to the Debtors.

(iii) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' business judgment, but shall otherwise comply with the terms of these Bidding Procedures.

(iv) No Round-Skipping. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment, such Qualified Bidder shall be disqualified from continuing to participate in the Auction for the Assets including, without limitation, submitting further Bids.

(v) Announcing Highest Bid. With respect to the Auction, the Debtors shall, subsequent to each Overbid Round Deadline, announce whether the Debtors in consultation with the Consultation Parties have identified (a) in the initial Overbid round, an Overbid as being higher or otherwise better than the Baseline Bid in respect of the Assets that are the subject of the Auction or (b) in subsequent rounds, an Overbid as being higher or otherwise better

than the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

c. Consideration of Overbids

For the purpose of evaluating the value of the consideration provided by any Bid subsequent to the Baseline Bid, the Debtors will, at each round of bidding, give effect to the Breakup Fee and Expense Reimbursement to the extent payable to the Stalking Horse Purchaser under the Stalking Horse APA and Bidding Procedures Order.

The Debtors reserve the right, in their business judgment, to adjourn the Auction one or more times, to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require that the Qualified Bidder has sufficient internal approvals and resources or has received sufficient non-contingent debt or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount.

d. Closing the Auction

The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their discretion following consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid for the Assets. Such Qualified Bid shall be declared the "Successful Bid," and such Qualified Bidder, the "Successful Bidder," at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of such Successful Bid is conditioned upon approval by the Court of such Successful Bid. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Successful Bid, and, as applicable, cause such definitive documentation to be filed with the Court.

e. No Collusion; Good Faith *Bona Fide* Offer

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code with respect to any bids submitted or not submitted in connection with the Sale, and (ii) its Qualified Bid is a good faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Successful Bidder.

VI. Backup Bidder

a. Notwithstanding anything in these Bidding Procedures to the contrary, if the Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best

Qualified Bid at the conclusion of the Auction for the Assets or any sub-group thereof, as determined by the Debtors in the exercise of their business judgment, shall be required to serve as a backup bidder (the "Backup Bidder") in accordance with the terms and conditions set forth herein. Each Qualified Bidder shall agree and be deemed to agree to be a Backup Bidder if so designated by the Debtors, subject to the terms of such Backup Bidder's Competing APA.

b. The identity of a Backup Bidder and the amount and material terms of the Qualified Bid of such Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder related thereto. Such Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the earlier of (i) the closing of the Approved Transaction and (ii) 60 days from entry of the Sale Order. Each Backup Bidder's Deposit shall be held in escrow until the earlier of (i) three (3) Business Days after the closing of the Approved Transaction and (ii) 60 days from entry of the Sale Order, subject to the terms of such Backup Bidder's Competing APA.

c. If a Successful Bidder fails to consummate the Approved Transaction contemplated by its Successful Bid, the Debtors may select the Backup Bidder (which may be the Stalking Horse Purchaser) with respect to the Assets or sub-group of the Debtors' Assets or business as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party.

d. Notwithstanding any of the foregoing, in the event that the Successful Bidder (other than the Stalking Horse Purchaser) fails to consummate the Transaction on or before the date that is sixty (60) days after entry of the Sale Order (or such date as may be extended by the Debtors in consultation with the Consultation Parties), the Backup Bid will be deemed to be the Successful Bid, the Backup Bidder will be deemed to be the Successful Bidder, and the Debtors shall be authorized to consummate the Transaction with the Backup Bidder subject to the terms of the Backup Bid without the need for further order of the Court and without the need for further notice to any interested parties.

VII. Notice and Consultation Parties

Information that is provided to the "Notice Parties" under these Bidding Procedures must be provided to the following parties: (a) co-counsel to the Debtors, (i) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Gregg M. Galardi (gregg.galardi@ropesgray.com) and (ii) 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); (b) counsel to the Stalking Horse Purchaser, Troutman Pepper Locke LLP, 300 S. Grand Ave., 26th Floor, Los Angeles, CA 90071 (Attn: David Kupetz; email:

david.kupetz@troutman.com); (c) 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); and (d) 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).

The term "Consultation Parties" as used in these Bidding Procedures shall mean (a) any official committee of unsecured creditors appointed in the Chapter 11 Cases (the "Creditors' Committee") and (b) the DIP Lender. In the event that a Consultation Party submits a Bid in connection with an Auction, such party shall no longer be a Consultation Party with respect to the bidding and any Auction until such time as such party withdraws such Bid. In addition, in the event (i) the Stalking Horse APA terminates or (ii) a subscription agreement in form and substance satisfactory to the DIP Lender does not close on or prior to 30 days after the Petition Date (the "Subscription Agreement") in each case, as may be extended or waived by the DIP Lender in its sole discretion), the DIP Lender shall be deemed a Qualified Bidder and, at such time, shall no longer be a Consultation Party with respect to the bidding and any Auction.

VIII. Consent to Jurisdiction

Any Acceptable Bidders and Qualified Bidders shall: (i) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any disputes relating to, actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction documents; (ii) bring any such action or proceeding in the Court; and (ii) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

IX. Sale Hearing

A hearing to consider approval of the sale (the "Sale Hearing"), pursuant to which the Debtors and the Successful Bidder will consummate the Transaction (the "Approved Transaction"), will be held on April 7, 2025 at 2:00 p.m. (ET).

The Sale Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party.

X. Objection Deadlines

Any objections to the Sale (a "Sale Objection") must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"); (c) set forth the specific basis for the Sale Objection; (d) be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **April 7, 2025 at the time of the Sale Hearing**

(the "Sale Transaction Objection Deadline"),with proof of service of such Sale Objection upon the Notice Parties being filed with the Court as and when required by the Local Rules; and (e) be served upon the Notice Parties. The objection deadlines with respect to the proposed assumption and assignment of contracts and leases shall be as set forth in the Bidding Procedures Order.

XI. Return of Deposits

The Deposit of the Successful Bidder shall be applied to the purchase price of the Approved Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more escrow accounts on terms acceptable to the Debtors in their sole discretion and shall be returned (other than with respect to each Successful Bidder and each Backup Bidder) on the date that is three (3) business days after the Auction, or as soon as is reasonably practicable thereafter. Upon the return of the Deposits, the applicable Qualified Bidders shall receive any and all interest that will have accrued thereon.

If the Successful Bidder (or, if the Sale is to be closed with the Backup Bidder, then the Backup Bidder) other than the Stalking Horse Purchaser fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Competing APA, the Debtors and their estates shall be entitled to retain the Deposit of the Successful Bidder (or, if the Sale is to be closed with the Backup Bidder, then the Backup Bidder).

To the extent the Debtors do not consummate the proposed transaction with the Backup Bidder due to the closing of the transaction with the Successful Bidder, the Backup Bidder's deposit shall be refunded within three (3) business days of the closing of the Approved Transaction.

XII. Sale Is As Is/Where is

Except as may be set forth in the Stalking Horse APA or Competing APA, the Assets sold pursuant to the Bidding Procedures shall be conveyed at the closing of such sale in their then-present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED**."

XIII. Reservation of Rights

The Debtors reserve their rights, subject to prior consultation with the Consultation Parties, to modify these Bidding Procedures in their business judgment in any manner that will best promote the goals of these Bidding Procedures or impose at or prior to the Auction, additional customary terms and conditions on a Transaction, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids (other than the Stalking Horse Bid).

* * *

EXHIBIT 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Dynamic Aerostructures LLC, *et al.*,	Case No. 25-10292 (LSS)
Debtors.[1]	(Jointly Administered)
	Related Docket No. 16

NOTICE OF PROPOSED SALE OF ASSETS, STALKING HORSE APA, BIDDING PROCEDURES, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE that on February 26, 2025, the above-captioned debtors and debtors in possession 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"). The Debtors are seeking to sell (the "Sale") all or substantially all of their assets (the "Assets") free and clear of all Liens other than Assumed Liabilities (each as defined in the Stalking Horse APA, as defined below).[2] In connection with the Sale, the Debtors have entered into an asset purchase agreement dated as of February 25, 2025 (the "Stalking Horse APA") with FMI Holdco LLC, subject to the Debtors' acceptance of higher or otherwise better offers in accordance with the Bidding Procedures (as defined below).

Summary of Key Dates Established by Bidding Procedures

Event/Deadline	Date
Bidding Procedures Hearing	March 25, 2025
Bid Deadline	April 2, 2025 at 4:00 p.m. (ET)
Deadline to object to approval of Sale to Stalking Horse Purchaser	April 3, 2025 at 4:00 p.m. (ET)
Auction (if Necessary)	April 4, 2025 at 10:00 a.m. (ET)
Adequate Assurance Objection Deadline (for Stalking Horse Bidder)	April 4, 2025 at 12:00 p.m. (ET)

[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 otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order and Bidding Procedures (each as defined below).

Event/Deadline	Date
File Notice of Successful Bidder	April 5, 2025
Post-Auction Objection Deadline and Adequate Assurance Objection Deadline (if Successful Bidder is not the Stalking Horse Purchaser)	April 7, 2025 (at the time of the Sale Hearing)
Sale Hearing	April 7, 2025 at 2:00 p.m. (ET)

PLEASE TAKE FURTHER NOTICE that by order, dated [●], 2025 [Docket No. [●]] (the "Bidding Procedures Order"), the Bankruptcy Court approved certain relief requested in the related motion [Docket No. 16] (the "Bidding Procedures Motion"), and certain "Bidding Procedures" that govern the sale of the Assets to the highest or otherwise best bidders. Copies of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures and the Stalking Horse APA are available for download at www.veritaglobal.net/FMIAerostructures (the "Case Website") or from the Debtors' claims and noticing agent, Verita Global, via telephone at (888) 647-1726 (U.S./Canada) or (310) 751-2620 (International) or via email to fmiinfo@veritaglobal.com. A separate notice will be provided to counterparties to executory contracts and unexpired leases with the Debtors that may be assumed and assigned in connection with the Sale. **Any interested bidder should contact the Debtors' investment banking advisor, Configure Partners, LLC, 3344 Peachtree Rd. NE, Suite 1500, Atlanta, GA 30326 (Attn: Rory Keenan and Matt Guill; email: rkeenan@configurepartners.com and mguill@configurepartners.com).**

PLEASE TAKE FURTHER NOTICE that the deadline to submit a bid for any Assets is **April 2, 2025 at 4:00 p.m. (E.T.)**.

PLEASE TAKE FURTHER NOTICE that an auction for the Assets, unless cancelled or adjourned in accordance with the Bidding Procedures Order, will be held on **April 4, 2025 at 10:00 a.m. (E.T.)**, at the offices of Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801, or such later date and time as selected by the Debtors (following consultation with the Consultation Parties). Representatives of the Qualified Bidders, the Debtors, and the Consultation Parties shall be permitted to attend the Auction in person. All other parties permitted to attend by the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules shall provide at least two (2) days' notice of such attendance prior to the Auction by sending an email to counsel to the Debtors (Attn: Gregg M. Galardi (gregg.galardi@ropesgray.com); Mark L. Desgrosseilliers (desgross@chipmanbrown.com); Robert A. Weber (weber@chipmanbrown.com); and Daniel G. Egan (egan@chipmanbrown.com)).

PLEASE TAKE FURTHER NOTICE that unless adjourned in accordance with the Bidding Procedures Order, the Bankruptcy Court will conduct a hearing (the "Sale Hearing") to consider the Sale on **April 7, 2025 at 2:00 p.m. (E.T.)**, subject to the Bankruptcy Court's availability.

PLEASE TAKE FURTHER NOTICE that any objections approval of the Sale to the Stalking Horse Purchaser (each, a "Sale Objection") must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the specific basis for the Sale Objection; (d) be

filed with the Clerk of this Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Clerk"), and proof of service of such Sale Objection upon the Objection Notice Parties (as defined below) shall be filed with the Court as and when required by the Local Rules; and (e) be served upon the Objection Notice Parties. Sale Objections must be filed with the Clerk **on or before April 3, 2025 at 4:00 p.m. (E.T.)** (the "Sale Objection Deadline").

PLEASE TAKE FURTHER NOTICE that any objections approval of the Sale to a Successful Bidder other than the Stalking Horse Purchaser (each, a "Post-Auction Objection") must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the specific basis for the Post-Auction Objection; (d) be filed with the Clerk of this Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Clerk"), and proof of service of such Post-Auction Objection upon the Objection Notice Parties (as defined below) shall be filed with the Court as and when required by the Local Rules; and (e) be served upon the Objection Notice Parties. Post-Auction Objections must be filed with the Clerk **on or before April 7, 2025 at the time of the Sale Hearing** (the "Post-Auction Objection Deadline").

The "Objection Notice Parties" are as follows: (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., 26th 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 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); 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).

PLEASE TAKE FURTHER NOTICE THAT FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE COURT ENTERED IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BIDDING FOR AND AUCTION OF ANY OF THE DEBTORS' ASSETS.

PLEASE TAKE FURTHER NOTICE THAT IF A SALE OBJECTION OR POST-AUCTION OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE APPLICABLE SALE OBJECTION DEADLINE OR POST-AUCTION OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE SALE AND BEING HEARD AT THE SALE HEARING, AND THE BANKRUPTCY COURT MAY ENTER THE SALE ORDER WITHOUT FURTHER NOTICE TO SUCH PARTY.

Dated: _____, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Draft
Robert A. Weber (I.D. No. 4013)
Mark L. Desgrosseilliers (No. 4083)
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, Delaware 19801
Telephone: (302) 295-0192
weber@chipmanbrown.com
desgross@chipmanbrown.com

-and-

CHIPMAN BROWN CICERO & COLE, LLP
Daniel G. Egan (admitted *pro hac vice*)
501 5th Ave. 15th Floor
New York, New York 10017
Telephone: (646) 741-5529
egan@chipmanbrown.com

-and-

ROPES & GRAY LLP
Gregg M. Galardi (No. 2991)
1211 Avenue of the Americas
New York, New York 10036
Telephone: (212) 596-9000
Facsimile: (212) 596-9090
gregg.galardi@ropesgray.com

Counsel to the Debtors and Debtors in Possession

EXHIBIT 3

Notice of Successful Bidder

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Dynamic Aerostructures LLC, *et al.*,	Case No. 25-10292 (LSS)
Debtors.[1]	(Jointly Administered)
	Sale Hearing Date: April 7, 2025 at 12:00 p.m. (ET)

NOTICE OF SUCCESSFUL BIDDER AND BACK-UP BIDDER

PLEASE TAKE NOTICE OF THE FOLLOWING:

On February 26, 2025, the above captioned debtors and debtors in possession (collectively, 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 of all or substantially all of the Debtors' assets (collectively, the "Assets") through a section 363 sale process.

On [●], 2025, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [•]] (the "Bidding Procedures Order"),[2] 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 the Stalking Horse APA.

On **April 4, 2025 at 10:00 a.m. (E.T.)**, pursuant to the Bidding Procedures Order, the Debtors commenced the Auction with respect to the Assets either in-person or by videoconference or such other form of remote communication established by the Debtors.

---

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

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

At the conclusion of the Auction, the Debtors, in consultation with the Consultation Parties, selected the following Successful Bidder and Back-Up Bidder with respect to the Assets.

	Name	Key Terms
Successful Bidder		
Back-Up Bidder		

The Sale Hearing to consider approval of the sale to the Successful Bidder at the Auction referenced above will be held before the Honorable Laurie Selber Silverstein, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801, on **April 7, 2025 at 2:00 p.m. (E.T.)**.

Any objections approval of the Sale to a Successful Bidder other than the Stalking Horse Purchaser (each, a "Post-Auction Objection") must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the specific basis for the Post-Auction Objection; (d) be filed with the Clerk of this Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Clerk"), and proof of service of such Post-Auction Objection upon the Objection Notice Parties (as defined below) shall be filed with the Court as and when required by the Local Rules; and (e) be served upon the Objection Notice Parties. Post-Auction Objections must be filed with the Clerk **on or before April 7, 2025 at the time of the Sale Hearing** (the "Post-Auction Objection Deadline").

The "Objection Notice Parties" are as follows: (i) proposed 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., 26th 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 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); 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).

At the Sale Hearing, the Debtors will seek the Court's approval of the Successful Bid and designation of the Back-Up Bid (if any). Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale for the applicable Assets, and there will be no further bidding at the Sale Hearing. If a Successful Bidder cannot or refuses to consummate the applicable sale transaction following entry of the applicable Sale Order because of the breach or failure on the part of the Successful Bidder, the Back-Up Bidder (if any) shall be deemed the new Successful Bidder and the Debtors shall be authorized, but not required, to close the applicable

sale transaction with such Back-Up Bidder on the terms and provisions of such applicable Back-Up Bid without further order of the Court.

This notice is subject to the terms and conditions of the Bidding Procedures Order, and the Debtors encourage parties in interest to review such documents, including the Bidding Procedures, attached as Exhibit 1 to the Bidding Procedures Order, in their entirety.

Copies of the 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; (b) by visiting the Debtors' restructuring website at www.veritaglobal.net/FMIAerostructures; or (c) for a fee via PACER by visiting https://pacer.uscourts.gov.

EXHIBIT 4

Potential Assignment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Dynamic Aerostructures LLC, *et al.*,	Case No. 25-10292 (LSS)
Debtors.[1]	(Jointly Administered)
	Related Docket No. 16

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.

[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.

3. On [●], 2025, the Court entered an order [Docket No. [•]] (the "Bidding Procedures Order"),[2] 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 are governed by the Cure Cost Motion and any order entered in connection therewith. To the extent any Assigned Contract listed in Exhibit A attached hereto was not previously listed in the Cure Cost Motion (a "Supplemental Assigned Contract"), the Debtors have indicated the Cure Cost, if any, for such Supplemental Assigned Contract on Exhibit A hereto.

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., 26th 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

[2] 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) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kenneth J. Enos; email: 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).

7. Other objections, including, solely with respect to Supplemental Assigned Contracts, to the proposed assumption, assignment, cure, 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; (b) state the basis for such objection; and (c) if such objection is to the Cure Cost for a Supplemental Assigned Contract, state with specificity what Cure Cost the counterparty believes is required (in all cases, with appropriate documentation in support thereof) 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 YOU DO NOT FILE AND SERVE AN OBJECTION IN A MANNER THAT IS CONSISTENT WITH IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, AND ABSENT A PRIOR OR SUBSEQUENT ORDER OF THE COURT ESTABLISHING AN ALTERNATIVE CURE COST, (A) THE CURE COSTS, IF ANY, SET FORTH ON EXHIBIT A SHALL BE BINDING AND CONTROLLING, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN YOUR CONTRACT OR LEASE OR ANY OTHER DOCUMENT, AND SHALL BE THE ONLY AMOUNTS NECESSARY TO BE PAID TO CURE ALL MONETARY DEFAULTS PURSUANT TO SECTION 365(b) OF THE BANKRUPTCY CODE UNDER SUCH

CONTRACT OR LEASE, TO THE EXTENT THE STALKING HORSE PURCHASER (OR OTHER SUCCESSFUL BIDDER) ULTIMATELY DECIDES TO HAVE YOUR CONTRACT OR LEASE ASSUMED AND ASSIGNED TO IT, AND (B) YOU WILL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF YOUR CONTRACT OR LEASE AND THE CURE COSTS, IF ANY, AND WILL BE FOREVER BARRED FROM OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF SUCH CONTRACT OR LEASE AND RIGHTS THEREUNDER, INCLUDING THE CURE COSTS, IF ANY, AND FROM ASSERTING ANY OTHER CLAIMS RELATED TO SUCH CONTRACT OR LEASE AGAINST THE DEBTORS OR THE SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THEM.

12. 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.

13. 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; (b) by visiting the Debtors' restructuring website at www.veritaglobal.net/FMIAerostructures; or (c) for a fee via PACER by visiting https://pacer.uscourts.gov.

14. 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., 26th Floor, Los Angeles, CA 90071 (Attn: David Kupetz; email: david.kupetz@troutman.com).

Dated: _____, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

*/s/*_____
Robert A. Weber (I.D. No. 4013)
Mark L. Desgrosseilliers (No. 4083)
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, Delaware 19801
Telephone: (302) 295-0192
weber@chipmanbrown.com
desgross@chipmanbrown.com

-and-

CHIPMAN BROWN CICERO & COLE, LLP
Daniel G. Egan (admitted *pro hac vice*)
501 5th Ave. 15th Floor
New York, New York 10017

Telephone: (646) 741-5529
egan@chipmanbrown.com

-and-

ROPES & GRAY LLP
Gregg M. Galardi (No. 2991)
1211 Avenue of the Americas
New York, New York 10036
Telephone: (212) 596-9000
Facsimile: (212) 596-9090
gregg.galardi@ropesgray.com

Counsel to the Debtors and Debtors in Possession

EXHIBIT A TO ASSIGNMENT NOTICE