This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Beth A. Buchanan
Beth A. Buchanan
United States Bankruptcy Judge

Dated: July 24, 2026

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

In re:	:	Chapter 11
	:	
MAGELLAN AEROSPACE, MIDDLETOWN, INC.,	:	Case No. 26-11937
	:	
	:	
Debtor.	:	Honorable Beth A. Buchanan

INTERIM ORDER (I) AUTHORIZING DEBTOR TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) SCHEDULING A FINAL HEARING AND (IV) GRANTING RELATED RELIEF [RELATED TO DOCKET NO. 13]

Upon consideration of the motion (the "**Motion**")[1] of the Debtor for entry of an interim order (this "**Interim Order**") (a) authorizing, on an interim basis, the Debtor to (i) obtain post-petition debtor-in-possession financing from Magellan USA and (ii) execute and deliver DIP Documents that confirm with the DIP Term Sheet; (b) authorizing, on an interim basis, the Debtor to borrow under the terms and conditions of the DIP Loan, including, but not limited to, an initial amount of up to $2,000,000 and further, pending a final hearing on this Motion, (ii) authorizing

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

the additional terms outlined in Exhibit B and any interim or final Order on this Motion, (iii) scheduling a final hearing on this Motion after expiration of the fourteen (14) day period required by Bankruptcy Rule 4001, (iv) approving the form and manner and notice of the Final Hearing to consider entry of a final order granting the relief sought herein on a permanent basis; and (c) granting related relief; and having requested in the Motion entry of a final order: (a) authorizing, on a final basis after the Final Hearing, the Debtor to borrow under the terms and conditions of the DIP Loan as outlined in Exhibit B hereto and (b) granting such other and further relief as the Court deems just and proper; all as more fully set forth in the Motion; and upon the First Day Declaration and the DIP Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 the General Order 30-7 from the United States Bankruptcy Court for the Southern District of Ohio, dated January 29, 2024; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of 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 Debtor's estates, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW ON AN INTERIM BASIS FOR PURPOSES OF ENTERING THIS INTERIM ORDER:

A. On the Petition Date, the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Ohio (the "**Bankruptcy Court**"). The Debtor is continuing in the management and possession of its business and properties as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Consideration of the Motion constitutes a "core proceeding" as defined in 28 U.S.C. §§ 157(b)(2)(A), (G), (K), (M) and (O). This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334.

C. Sufficient and adequate notice of the Motion has been provided under the urgent circumstances present and based upon the notice sent to the Interim Noticed Parties (defined below), pursuant to Bankruptcy Rules 2002, 4001(b), (c) and (d) and 9014 and section 102(1) of the Bankruptcy Code, as required by section 363(b) of the Bankruptcy Code, and no further notice or, or interim or preliminary hearing on, the Motion or this Interim Order is necessary or required.

D. It is in the best interests of the Debtor's creditors and the estate that the Debtor be allowed to obtain post-petition financing under the terms and conditions set forth herein.

E. Notice of the relief sought by the Motion, and the Interim Hearing with respect thereto, pursuant to Bankruptcy Rules 2002 and 4001(b) and (d) and section 102(1) of the Bankruptcy Code, as required by section 363(b) of the Bankruptcy Code has been given to the following parties in interest: the U.S. Trustee, all secured creditors (of which there are none), the creditors holding the twenty (20) largest unsecured claims against the Debtor's estate, all applicable government agencies and all local, state, and federal government units known by the

Debtor to have regulatory authority over the Debtor or the Debtor's activities (collectively, the "**Interim Noticed Parties**").

F. Subject to the rights of parties in interest as set forth herein, the Debtor has admitted, stipulated and agreed:

(i) The Prepetition Loans constitute the legal, valid and binding obligation of Debtor;

(ii) As of the Petition Date, Debtor is liable for the payment of the Prepetition Loans, and the Prepetition Loans shall be an allowed unsecured claim in an amount over $80,000,000. Debtor is requesting that their Prepetition Loans be rolled up as part of the Final Order, subject to objection and this Court's approval, in an amount not to exceed $60,000,000.

(iii) No offsets, defenses or counterclaims to the Prepetition Loans exist, and no portion of the Prepetition Loans are subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise;

(iv) The Debtor does not have, and hereby releases, and is forever barred from bringing any claims, counterclaims, causes of action, defenses or setoff rights relating to the Prepetition Loans or otherwise, against Magellan USA and its affiliates, subsidiaries, agents, officers, directors, employees, professionals, advisors, predecessors in interest, successors and assigns.

G. The Debtor's Stipulations (as defined below) may be challenged by parties in interest other than the Debtor during the Challenge Period (as defined below).

H. The Debtor represents as follows:

(i) Without access to the funds provided through the DIP Facility proposed by the Motion, the Debtor will not have the funds necessary to pay trade vendors, wages and benefits, suppliers, overhead and other expenses necessary for the continued operation of the Debtor's

business and the management and preservation of the Debtor's assets and properties. The Debtor has requested that pursuant to this Interim Order, that DIP Lender make funds available to the Debtor, to be used by the Debtor solely for the purposes in the First Day Motions and other ordinary course expenses. The ability of the Debtor to continue its business under Chapter 11 of the Bankruptcy Code depends upon the Debtor utilizing the DIP Facility. Accordingly, the relief requested in the Motion is necessary, essential and appropriate for the continued operation of the Debtor's business, the management and preservation of its assets and properties, and is in the best interests of the Debtor, its estate and creditors.

(ii) The terms and conditions contained in this Interim Order are in the best interests of the Debtor, its estate and creditors;

(iii) The relief requested by the Motion is necessary to avoid immediate and irreparable harm to its estate.

I. Good, adequate and sufficient cause has been shown to justify the granting of the relief requested in the Motion, and the immediate entry of this Interim Order, and such entry is necessary

J. Magellan USA has consented to the terms of this Interim Order.

K. The terms of the DIP Loan have been discussed in good faith, and the DIP Loan is being extended in good faith, as that term is used in 11 U.S.C. § 364.

L. The terms and conditions of the DIP Documents are fair and reasonable, the best available under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration.

M. The Debtor is unable to procure financing in the form of unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code, as an administrative expense under section 364(a) or (b) of the Bankruptcy Code, or in exchange for the grant of an administrative expense priority pursuant to section 364(c)(1) of the Bankruptcy Code, without the grant of the DIP Liens described herein. The Debtor has been unable to procure the necessary financing on terms more favorable than the financing offered by Magellan USA pursuant to the DIP Term Sheet and this Interim Order.

N. Under the circumstances of this Chapter 11 Case, this Interim Order is a fair and reasonable response to Debtor's request for Magellan USA's provision of the DIP Loan, and the entry of this Interim Order is in the best interest of Debtor's estate and its creditors.

O. There has not been an examiner or trustee appointed in Chapter 11 Case. In the future, the Budget may provide for a carve-out for proposed counsel to the Debtor for fees that may be approved in the future. Funds subject to any such carve out provision shall remain property of the bankruptcy estate until fees are authorized by Court order and such funds are actually paid to the approved professionals. Any proposed cap limiting the amount of professional fees included in the term sheet is subject to modification prior to entry of the Final Order and is not subject to approval at this time.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Motion Granted. The Motion is **GRANTED** on an interim basis as set forth herein.

2. Binding Effect. The provisions of this Interim Order shall be binding upon and inure to the benefit of Magellan USA, the Debtor, the Debtor's estate and their respective successors and assigns (including any trustee appointed as a representative of the Debtor's estate or in any conversion of the above-captioned case to a case under chapter 7).

3. Reservation of Rights; Challenge Period. Notwithstanding anything to the contrary in this Interim Order, the admissions, stipulations, waivers and releases contained in Paragraph F above (collectively, the "**Debtor's Stipulations**") shall be binding upon the Debtor and its estate in all circumstances, but shall not be binding on any other party in interest, including any statutory committee appointed in this Chapter 11 Case (a "**Committee**"), any trustee subsequently appointed under chapter 7 or chapter 11 of the Bankruptcy Code (a "**Trustee**"), or any other party in interest with requisite standing acting on behalf of the Debtor's estate (each, together with a Committee and a Trustee, a "**Challenge Party**"), unless and until the expiration of the Challenge Period (as defined below), by which date no Challenge Party has timely and properly commenced an adversary proceeding or contested matter (a "**Challenge**"). The "**Challenge Period**" shall mean (a) 60 days after the formation of any official Committee of unsecured creditors in this chapter 11 case, or; (b) if no Committee is appointed, 75 days after the Petition Date for any other party-in-interest.

4. Authorization to Incur DIP Loan Debt

a. *DIP Documents*. Debtor is hereby authorized and has agreed to: (1) execute the DIP Documents, including the DIP Term Sheet and all documents that Magellan USA finds reasonably necessary to implement the transactions contemplated by this Interim Order; and (2) perform its obligations under and comply with all of the terms and provisions of the DIP Documents and this Interim Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of Debtor enforceable in accordance with their terms. All debt incurred by the Debtor through its actual borrowing of funds provided by Magellan USA under the DIP Term Sheet is "**DIP Loan Debt**." To the extent there exists any conflict among the

terms of the Motion, the DIP Documents, and this Interim Order, this Interim Order shall govern and control.

b. *Permitted Uses of DIP Loan Debt*. Debtor is authorized and has agreed to incur DIP Loan Debt solely: (1) in accordance with the terms and provisions of this Interim Order and (2) to the extent required to pay those expenses enumerated in the First Day Motions and in the ordinary course of business, as and when such expenses become due and payable. If Magellan USA advances monies to Debtor and Debtor uses such monies other than in accordance with the terms or provisions of this Interim Order, such advances shall be considered DIP Loan Debt for purposes of this Interim Order.

c. *Highlighted Terms of DIP Facility*. Without limiting the foregoing, the Debtor is authorized to perform under the following terms of the DIP Facility:

i. Maximum Amount of DIP Facility. The maximum principal amount of the revolving credit DIP Facility available during the interim period is $2,000,000.

ii. Permitted Draws of DIP Loan. The Debtor is permitted unlimited draws from the Interim DIP Facility, provided the Debtor does not exceed the maximum principal amount, and meets all requirements set out for Interim Draws under the DIP Term Sheet.

iii. Postpetition Letters of Credit. No letters of credit may be issued under or in connection with the DIP Agreement.

iv. Interest. DIP Loan Debt shall bear interest at a per annum rate equal to the Default Rate (as defined in the DIP Term Sheet) plus, following an Event of Default, two percent (2.0%).

v. DIP Loan Fees. There are no fees associated with the DIP Loan.

vi. Maturity. The DIP Loan Debt shall mature and be due and payable in full by Debtor on December 31, 2026, which date may be extended by Magellan USA in its sole and absolute discretion.

d. *Superpriority Administrative Expense Status; DIP Liens*. The DIP Loan Debt is hereby granted superpriority administrative expense status under section 364(c)(1) of the Bankruptcy Code, with priority over all costs and expenses of administration of the Chapter 11 Case that are incurred under sections 503(b) and 507(b) of the Bankruptcy Code. In addition, Magellan USA is hereby granted the DIP Liens to secure the DIP Loan Debt. The DIP Liens, pursuant to sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, are perfected without any further action by Debtor or Magellan USA and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments.

e. Prohibition Against Additional Debt. Other than the DIP Loan, Debtor will not incur or seek to incur debt secured by a lien, or which is given superpriority administrative expense status under section 364(c)(1) of the Bankruptcy Code, unless, in addition to the satisfaction of all requirements of section 364 of the Bankruptcy Code: (1) Debtor and Magellan USA have both consented to such order; (2) at the time such an order is entered, there is no outstanding debt owed to Magellan USA, and no obligation of Magellan USA to extend DIP Loan Debt exists; or (3) such credit or debt is first used to pay the Prepetition Loans in full in cash.

f. Designation of DIP Account. The Debtor shall take immediate steps to designate the Debtor's pre-petition bank account as a debtor-in-possession account for purposes of the DIP Facility, and shall provide notice of such designation to the U.S. Trustee and Magellan USA.

5. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the DIP Collateral, whether under section 363 of the Bankruptcy Code, section 1129 of the Bankruptcy Code or otherwise, pursuant to section 363(k) of the Bankruptcy Code, unless this Court for cause orders otherwise, Magellan USA shall have the right to use the DIP Loan or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the DIP Collateral.

6. Waiver of Right to Return/Consent to Setoff. Debtor hereby waives its rights: (a) to return any of the DIP Collateral pursuant to section 546(h) of the Bankruptcy Code; (b) to consent to any order permitting any claims pursuant to section 503(b)(9) of the Bankruptcy Code; and (c) to consent to setoff pursuant to section 553 of the Bankruptcy Code.

7. Indemnification. The Debtor is authorized to indemnify and hold harmless Magellan USA as applicable; provided, that such indemnification obligations shall not extend to, and Magellan USA shall not be indemnified for, any losses, costs, fees or expenses incurred in connection with defending or responding to a Challenge (as defined in Paragraph 3 above) to the validity, enforceability, priority, perfection or extent of the Prepetition Loans or Magellan USA's claims or liens related thereto; provided further, that nothing herein shall limit or affect Debtor's indemnification obligations with respect to the DIP Loan Debt, the DIP Liens, or any other claims, liens or obligations arising under or in connection with the DIP Facility. None of such indemnification obligations shall be dischargeable or deemed unenforceable against a liquidating trust established, under a plan of reorganization proposed by Debtor, without Magellan USA's prior written consent. Any indemnification by the Debtor does not apply to third-party challenges to Magellan USA's prepetition claims/liens or any chapter 7 causes of action.

8. No Marshaling. Subject to entry of the Final Order, (i) Magellan USA shall not be subject to the doctrine of marshaling; and (ii) the DIP Collateral will not be subject to the doctrine of marshaling.

9. Maintenance, Insurance; Government Charges. Except as otherwise provided herein, the Debtor shall maintain the DIP Collateral and ensure the proper maintenance of the DIP Collateral, including, as necessary, through incurrence and payment of expenses authorized by the Court in orders requested by the Debtor at the First Day Hearing and in the ordinary course. The Debtor, at its expense, shall (a) continue to at all times keep the DIP Collateral fully insured against all loss, peril and hazard, and (b) pay any and all post-petition taxes, assessments and governmental charges with respect to the DIP Collateral, whether or not the Debtor is obligated to do so under the DIP Documents, and will provide DIP Lender with proof thereof upon written demand and will give the DIP Lender access to its records in this regard. DIP Lender will be listed as a lender loss payee or additional insured (as applicable) on all such insurance.

10. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the Debtor to create, and Magellan USA to perfect, any and all liens and security interests granted to Magellan USA hereunder; provided, however, that DIP Lender shall not be required to file UCC financing statements or other instruments with any other filing authority to perfect any lien or security interest granted by this Interim Order or take any other action to perfect such liens and security interests, and such liens and security interests are hereby deemed properly perfected; provided however, that if any DIP Lender shall, in its sole discretion, elect for any reason to file, record or serve any financing statements or other document with respect to such liens and security interests, the Debtor shall execute the same upon request and the filing, recording or service thereof (as the case may be) shall be deemed to have

been made at the time and on the date required to implement the priority of such liens and security interests as provided in this Interim Order.

11. Events of Default. The occurrence or existence of the following events shall constitute an Event of Default under the DIP Facility, in addition to any and all defaults and Events of Default provided in the DIP Documents, which are explicitly incorporated by reference in this Interim Order, and shall collectively be referred to herein as an "**Event of Default**." These Events of Default are solely with respect to the terms of the financing agreement and are not deemed to be breaches of this Interim Order or of the Final Order entered by the Court.

(a) Entry of an Interim or Final Order in form and substance that is not acceptable to the DIP Lender in its sole discretion.

(b) The Chapter 11 Case shall be converted to a case under Chapter 7 of the Bankruptcy Code or be dismissed, or a motion requesting such relief shall have been filed by any party.

(c) Filing or support of a proposed plan of reorganization by Debtor that does not provide for the indefeasible payment in full of the DIP Obligations and the Pre-Petition Obligations (to the extent secured by the DIP Liens if the request for Roll-Up is granted), unless otherwise agreed in writing by DIP Lender in its sole discretion.

(d) Entry of an order confirming (or the filing of any motion or pleading requesting confirmation of) a plan of reorganization that does not require the indefeasible repayment in full of the DIP Obligations and the Pre-Petition Obligations (to the extent secured by the DIP Liens if the request for Roll-Up is granted) as of the effective date of the plan, unless otherwise agreed in writing by DIP Lender in its sole discretion.

(e) Appointment of a trustee under Section 1104 of the Bankruptcy Code without the express written consent of DIP Lender, or the filing of any motion or other pleading requesting such relief which the Debtor fails to timely oppose.

(f) Entry of an order by the Bankruptcy Court staying or vacating the DIP Facility, the Interim Order or Final Order approving the DIP Facility, without the prior written consent of the DIP Lender or the filing of a motion or other pleading requesting such relief which the Debtor fails to timely oppose.

(g) Subject to entry of the Final Order, any attempt by Debtor to obtain, or if any other party in interest obtains, an order of the Bankruptcy Court or other judgment, and the effect of such order or judgment is to, invalidate, reduce or otherwise impair the DIP Lender's claims, or to subject any of the DIP Lender's collateral to a surcharge pursuant to section 506(c) of the Bankruptcy Code.

(h) A final order is entered granting any creditor with a claim in excess of $1,000,000 relief from the automatic stay or the right to retain or withhold from payment to the Debtor any asset or collection of assets having a value in excess of $1,000,000.

(i) Failure to make all payments under the DIP Facility when due.

(j) Any breach in any material respect of any covenant or obligation set forth in the DIP Facility or any Interim Order or Final Order.

(k) The Debtor shall take (or support any other Person in taking) any action in order to restrict or prohibit the DIP Lender from submitting a "credit bid" for any assets of the Debtor.

(l) The Debtor fails to disburse any sale proceeds to the DIP Lender, in accordance with the priority of proceeds set forth herein, contemporaneously with the closing of a sale of substantially all of their assets, subject to payment of the Carve Out.

(m) The commencement of any suit by any Person that is not subject to the automatic stay against the DIP Lender that would, or seek to, in any way reduce, set off, or subordinate the Obligations or DIP Liens.

(n) The Debtor shall be denied, or otherwise not obtain or lose authorization to, use cash collateral as that term is used in section 363 of the Bankruptcy Code.

(o) Any Person is granted (or awarded) an administrative expense claim in excess of $250,000 that is not subordinated to the super-priority administrative claims granted to the DIP Lender.

(p) The Debtor seeks to grant a security interest in or lien on any of its assets other than the DIP Liens.

(q) The payment of or application by the Debtor for authority to pay any prepetition claim or other amount without the prior written consent of the DIP Lender other than amounts set forth in the Budget (subject to any Permitted Variance, as defined in the DIP Term Sheet).

(r) The failure to comply with the Budget (subject to any Permitted Variance, as defined in the Term sheet).

12. Remedies Upon Default. Following the Termination Date (as defined in the DIP Term Sheet), and provided that the Bankruptcy Court does not enter any order to the contrary within five (5) days' notice to the Debtor, the U.S. Trustee, and any Committee, Magellan USA shall have customary remedies, including, without limitation, the right to realize on all DIP

Collateral (which secures both the DIP Loan Debt and the Prepetition Loans to the extent of the Roll-Up), and the right to exercise any remedy available under applicable law, without the necessity of obtaining any further relief or order from the Bankruptcy Court. Consistent with the foregoing, relief from the automatic stay under section 362 of the Bankruptcy Code in favor of Magellan USA is embodied in this Interim Order and shall become effective upon expiration of such five (5) day notice period, without further notice, hearing or order of the Bankruptcy Court.

13. No Limitation on DIP Lender. Nothing contained herein shall be construed as a waiver of any rights, remedies, claims or objections that DIP Lender may have under the DIP Documents, the Bankruptcy Code, or applicable law, including DIP Lender's right to object to the entry of the Final Order or any further interim order on any ground or to seek modification of this Interim Order.

14. Good Faith. Pursuant to, and to the extent of, the provisions of section 364(e) of the Bankruptcy Code, the validity and priority of the liens and security interests authorized or granted by this Interim Order shall be binding on the Debtor, its estate and their successors and assigns even if this Interim Order is reversed or modified on appeal, unless such authorization of grant was stayed pending appeal.

15. Additional Documents. The Debtor is hereby authorized to do and perform all acts and to make, execute and deliver all instruments and documents which may be required or necessary for the performance of its obligations hereunder.

16. Immediate Effect. As permitted by Bankruptcy Rule 6004(h), the Court hereby orders that this Interim Order shall become effective immediately.

17. Survival After Confirmation, Conversion or Dismissal. The provisions of this Interim Order and any actions taken pursuant thereto shall survive entry of any orders which may

be entered confirming any plan of reorganization or which may be entered converting this Chapter 11 Case from chapter 11 to chapter 7 of the Bankruptcy Code; provided, further, that the terms and provisions of this Interim Order, as well as the liens, security interests and superpriority administrative expense claims granted hereunder, shall continue in this Chapter 11 Case or any conversion of this case to a case under chapter 7 and such liens, security interests and superpriority administrative expense claims granted herein shall maintain their priority as provided by this Interim Order.

18. No Limitation or Modification of Order. Nothing in this Interim Order shall limit DIP Lender's right to seek modification of this Interim Order.

19. No Prejudice of Rights Against Third Parties. Nothing in this Interim Order shall in any way prejudice or compromise any rights that DIP Lender may have against parties other than the Debtor, and any third party documents will remain in full force and effect with the same validity as existed immediately prior to the Petition Date.

20. Effect on Third Parties. The provisions of this Interim Order shall be binding on all third parties provided that any other party may seek adequate protection for its interests in any assets of the Debtor, if any, which adequate protection shall not contradict or otherwise interfere with the terms of this Interim Order.

21. Service of the Order. Within three (3) Business Days after the entry of this Interim Order, the Debtor shall serve a copy on (a) the Cincinnati Office of the U.S. Trustee; (b) counsel for Magellan USA; (c) counsel to any Committee, if any; (d) the creditors holding the 20 largest unsecured claims against the Debtor's estate; (e) all secured creditors and any counsel thereto, if any; (f) all applicable government agencies; and (g) all local, state, and federal governmental units known by the Debtor to have regulatory authority over the Debtor or the Debtor's activities.

22. Controlling Effect. To the extent that any provision of this Interim Order conflicts with any provision of any of the DIP Documents, this Interim Order is deemed to control and shall supersede the conflicting provision(s). Except as modified herein and subject to the other provisions of this Interim Order and the Bankruptcy Code, the DIP Documents shall remain in full force and effect and, by extension, the obligations of Debtor thereunder to provide financial information to DIP Lender and to maintain its property. Without limiting the obligations of the Debtor or the rights of Magellan USA under the DIP Documents, the Debtor agrees that Magellan USA and its representatives, investment advisors, professionals, consultants or designees may at any time and with reasonable notice to the Debtor, at the sole cost and expense of the Debtor, have access to (a) any of the premises that the Debtor directly or indirectly owns, leases or otherwise has a right to occupy or use, (b) all assets and properties of Debtor located on any such premises, including, without limitation, all books and records related to accounts or inventory or any other DIP Collateral and (c) any employee, officer, director, representative and consultant of the Debtor and any other Person employed or retained by the Debtor except to the extent access to information in such Person's possession would compromise the Debtor's attorney-client privilege.

23. The Final Hearing to consider the relief requested in the Motion shall be held on August 18, 2026 at 10:00 a.m. (Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to August 12, 2026 at 4:00 p.m. (Eastern Time), and served on the following parties: (a) proposed counsel to the Debtor, Manatt, Phelps & Phillips, LLP, 7 Times Square Tower, New York, New York 10036 (Attn: Schuyler G. Carroll), scarroll@manatt.com, and FBT Gibbons LLP, 301 East Fourth Street, Suite 3300, Cincinnati, Ohio 45202, (Attn: Ronald E. Gold), rgold@fbtgibbons.com; (b) counsel to Magellan USA, Inc., Thompson Hine LLP, 312 Walnut Street, Suite 2000, Cincinnati, Ohio 45202 (Attn: Louis

Solimine), Louis.Solimine@ThompsonHine.com; (c) the Southern District of Ohio Office of the United States Trustee; and (c) counsel to any statutory committees appointed in this Chapter 11 Case. At that further hearing or by agreed order, the Court may modify the provisions of this Interim Order as provided for herein. **PARTIES ARE HEREBY PUT ON NOTICE THAT DIP LENDER MAY SEEK ADDITIONAL PROTECTIONS IN THE FINAL ORDER.** In the event this Interim Order is extended, all of the provisions hereof shall remain in full force and effect, except to the extent otherwise provided for in an order of the Court extending this Interim Order.

SO ORDERED.

EXHIBIT 1

(Proposed Budget)

Magellan Aerospace, Middletown Inc.

Cash Flow Projection (000's)

Week #	1	2	3	4	5	6	7	8	9	10	11	12	13	13-Week
Week Ending	**07/24/26**	**07/31/26**	**08/07/26**	**08/14/26**	**08/21/26**	**08/28/26**	**09/04/26**	**09/11/26**	**09/18/26**	**09/25/26**	**10/02/26**	**10/09/26**	**10/16/26**	**Total**
RECEIPTS														
RECEIPTS	$ 941	$ 864	$ 519	$ 519	$ 672	$ 963	$ 1,007	$ 488	$ 975	$ 860	$ 1,028	$ 529	$ 1,120	$ 10,485
DIP FINANCING	-	2,000	-	-	6,000	-	-	-	-	-	-	-	-	8,000
TOTAL - RECEIPTS	**$ 941**	**$ 2,864**	**$ 519**	**$ 519**	**$ 6,672**	**$ 963**	**$ 1,007**	**$ 488**	**$ 975**	**$ 860**	**$ 1,028**	**$ 529**	**$ 1,120**	**$ 18,485**
OPERATING EXPENSES:														
COGS & ADMINISTRATIVE EXPENSES	$ 257	$ 311	$ 181	$ 181	$ 181	$ 181	$ 589	$ 213	$ 213	$ 213	$ 490	$ 119	$ 174	$ 3,302
PAYROLL & BENEFITS	336	53	364	113	336	113	355	113	336	113	508	113	336	3,189
CAPEX	-	-	-	-	-	242	-	-	144	-	-	-	-	386
TAXES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENVIRONMENTAL	113	113	164	164	164	164	487	487	487	487	487	504	504	4,323
CORPORATE OVERHEAD	-	-	-	-	26	-	-	-	26	-	-	-	26	78
INTERCO	-	-	-	-	228	-	-	-	157	-	-	-	289	674
CONTINGENCY	5	5	5	5	5	5	5	5	5	5	5	5	5	65
TOTAL - OPEX	**$ 711**	**$ 482**	**$ 714**	**$ 463**	**$ 940**	**$ 704**	**$ 1,436**	**$ 818**	**$ 1,368**	**$ 818**	**$ 1,490**	**$ 741**	**$ 1,334**	**$ 12,017**
RESTRUCTURING DISBURSEMENTS:														
LEAD COUNSEL	-	-	-	-	450	-	-	-	-	450	-	-	-	$ 900
LOCAL COUNSEL	-	-	-	-	100	-	-	-	-	100	-	-	-	200
FINANCIAL ADVISOR	-	-	-	-	125	-	-	-	-	125	-	-	-	250
CLAIMS AGENT	25	-	-	-	50	-	-	-	-	50	-	-	-	125
DIP FEES/INTEREST	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP LENDER COUNSEL FEES	25	-	-	-	50	-	-	-	-	-	-	-	-	75
SALE AGENT	-	-	-	-	50	-	-	-	-	50	-	-	-	100
INDEPENDENT DIRECTOR	10	-	-	-	10	-	-	-	-	10	-	-	-	30
UCC PROFESSIONALS	-	-	-	-	100	-	-	-	-	100	-	-	-	200
CRITICAL VENDOR(S)	-	784	455	202	44	131	3	55	66	1	35	4	-	1,779
UTILITIES	-	-	60	-	-	-	-	-	-	-	-	-	-	60
UST ESTIMATED FEES	-	-	-	-	-	-	-	-	-	-	-	110	-	110
D&O INSURANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WIND-DOWN	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL - RESTRUCTURING DISBURSEMENTS	**$ 60**	**$ 784**	**$ 515**	**$ 202**	**$ 979**	**$ 131**	**$ 3**	**$ 55**	**$ 66**	**$ 886**	**$ 35**	**$ 114**	**$ -**	**$ 3,830**
GRAND TOTAL - DISBURSEMENTS	**$ 771**	**$ 1,265**	**$ 1,229**	**$ 665**	**$ 1,919**	**$ 835**	**$ 1,439**	**$ 873**	**$ 1,434**	**$ 1,704**	**$ 1,525**	**$ 855**	**$ 1,334**	**$ 15,847**
BEGINNING CASH	**$ -**	**$ 170**	**$ 1,768**	**$ 1,059**	**$ 913**	**$ 5,667**	**$ 5,794**	**$ 5,362**	**$ 4,977**	**$ 4,518**	**$ 3,675**	**$ 3,179**	**$ 2,852**	**$ -**
RECEIPTS	941	864	519	519	672	963	1,007	488	975	860	1,028	529	1,120	10,485
DIP FINANCING	-	2,000	-	-	6,000	-	-	-	-	-	-	-	-	8,000
OPEX	(711)	(482)	(714)	(463)	(940)	(704)	(1,436)	(818)	(1,368)	(818)	(1,490)	(741)	(1,334)	(12,017)
RESTRUCTURING DISBURSEMENTS	(60)	(784)	(515)	(202)	(979)	(131)	(3)	(55)	(66)	(886)	(35)	(114)	-	(3,830)
ENDING CASH	**$ 170**	**$ 1,768**	**$ 1,059**	**$ 913**	**$ 5,667**	**$ 5,794**	**$ 5,362**	**$ 4,977**	**$ 4,518**	**$ 3,675**	**$ 3,179**	**$ 2,852**	**$ 2,638**	**$ 2,638**