IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TECT AEROSPACE GROUP HOLDINGS, INC., *et al*., Debtors.[1]	Chapter 11 Case No. 21– 10670 (KBO) Jointly Administered **Re: Docket Nos. 12, 39 and 90**

THE BOEING COMPANY'S REPLY BRIEF IN RESPONSE TO THE OBJECTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND IN SUPPORT OF MOTION OF DEBTORS FOR ENTRY OF FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POST-PETITION FINANCING, AND (B) USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES; AND (III) GRANTING RELATED RELIEF

The Boeing Company ("***Boeing***"), in its capacity as Prepetition Lender and DIP Agent, files this reply to the objection (the "***Objection***") of the Official Committee of Unsecured Creditors (the "***Committee***") to the *Motion of Debtors for Entry of Final Orders (I) Authorizing The Debtors to (A) Obtain Post-Petition Financing, and (B) Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; and (III) Granting Related Relief* (the "***DIP Motion***").[2] A proposed Final Order is attached hereto as **Exhibit B**, in the form of a redline of the Interim Order showing the numerous concessions and other changes Boeing is prepared to make (the "***Revised Order***").

The Committee misperceives Boeing as a threat to its interests in these cases. Nothing could be further from the truth. For years, Boeing has provided many millions of dollars in support for these Debtors, benefiting the Committee's constituents along with other stakeholders.

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors' mailing address is 300 W. Douglas, Suite 100, Wichita, Kansas 67202.

[2] All capitalized terms not otherwise defined herein shall bear the meaning ascribed to them in the DIP Motion.

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Boeing continues to be the only rescue lender available to the Debtors, providing a lifeline during the time necessary to arrange successful sales for the benefit of the estate, and cooperating in those sales. The DIP Loan is a critical element of these cases and should be approved.

I. PRELIMINARY STATEMENT

Since 2013, debtors TECT Aerospace, LLC, TECT Hypervelocity, Inc., TECT Aerospace Wellington Inc., and Sun Country Holdings, LLC (collectively, the "***TECT Suppliers***") have sold Boeing over 400 part-types that are critical to the manufacture of Boeing aircraft, including the 737, the 747, and the 767 commercial aircraft. At their facilities in the states of Washington and Kansas, the TECT Suppliers have manufactured highly sophisticated components and complex machined parts and assemblies used in the wings, fuselage, interiors, flight controls, and cockpit sections of the aircraft. Since 2017 alone, Boeing has paid the TECT Suppliers ***over $200 million*** for these parts.

The TECT Suppliers are owned by the other three Debtors in these cases, TECT Aerospace Group Holdings, Inc., TECT Aerospace Holdings, LLC, and TECT Aerospace Kansas Holdings, LLC. The Debtors are all owned by a complex web of shell companies (the "***Stony Point Entities***") that are directly or indirectly controlled by Ken Glass ("***Glass***") and Bernard Stanek ("***Stanek***"). Glass, Stanek and others working with them carefully arranged the Debtors' capital structure for the benefit of the Stony Point Entities, ensuring that the Debtors did not own the assets they needed in their operations, then raiding the companies' assets and engaging in a pattern of self-dealing that brought the TECT Suppliers to the brink of financial ruin.

Among other things, the TECT Suppliers' owners used intermediate shell entities to: (a) lease office space and equipment to the TECT Suppliers, including equipment that is essential to the TECT Suppliers' manufacturing operations, many of which are believed to be at above-market rents; (b) sell administrative services to the TECT Suppliers, again believed to be at above-market rates, including purchase-management services, financial-planning services,

record-keeping services, human-resource services, and information-technology services; and (c) charge the TECT Suppliers millions of dollars for "management fees" for the privilege of paying those inflated prices for needed services. According to their recently filed Schedules and Statements of Financial Affairs, the Debtors have paid over $10.0 million to or for the benefit of the Stony Point Entities in just the last year,[3] and it appears the Debtors paid over $60 million to their affiliates in the three years prior to the Petition Date.[4] To add insult to injury, in the months leading up to the Petition Date, the Upstream Entities have drawn more than $1 million from the Debtors' accounts in exchange for purported forbearances from terminating the TECT Suppliers' access to the services and equipment described above. Those purported forbearance payments were justified from the Debtors' perspective in order to avoid the Stony Point Entities' threats effectively to bring the Debtors' operations to a halt, imperiling Boeing's and others' interests as creditors and customers.

While the TECT Suppliers' assets were being siphoned off by the Stony Point Entities, Boeing's unilateral support for the Debtors has enabled them to continue operating. Boeing funded some $17 million in unsecured advances to the Debtors when they had no borrowing capacity left on their secured loan from PNC National Bank, N.A. ("***PNC***"), cooperated with the Debtors on funding mechanisms in order to accelerate and increase their cash flow, and otherwise supported the Debtors in order to keep their operations going. As a result of Boeing's actions, the Debtors were able to make tens of millions of dollars each year in payments to the Debtors' suppliers, maintain employment levels, continue production for Debtors' other customers, and avoid a bankruptcy and asset liquidation many months if not years ago.

The Debtors have been in default on their loan from PNC since at least early 2020. In February 2021, after PNC threatened to take enforcement action against the Debtors, Boeing acquired PNC's rights and interest in the Prepetition Loan, then provided the Debtors with ***over***

[3] Attached hereto as the first page of **Exhibit A** is a summary of such payments gleaned entirely from the Debtors' Schedules and Statements of Financial Affairs. Boeing requests the Court take judicial notice of those amounts.
[4] The second page of **Exhibit A** is a summary of such payments derived from information obtained by Boeing's financial advisors Ernst & Young LLP ("***EY***") from the Debtors. **Exhibit A** can upon request be authenticated by EY representatives.

$13.2 million in new prepetition funding through the Petition Date. In addition to all the prior support, Boeing has now expressed a willingness to fund over $60 million through the DIP Loan to the Debtors, including over $30 million in new funds.

But Boeing's willingness to do so is conditioned on its ability to get a security interest and other DIP loan protections in all of Debtors' critical assets, not the limited subset that the Committee argues is appropriate. This is particularly imperative where, as here, the Stony Point Entities have contrived a complex scheme to shield traditional forms of collateral (*e.g.*, equipment, real property, and intellectual property assets) from the reach of Boeing and other creditors. The third page of **Exhibit A**, attached, is a short summary of the capital structure of the TECT Kansas entities, derived entirely from the Debtors' schedules and statements of financial affairs.[5] Those disclosures demonstrate the woeful undercapitalization of these Debtors: none of the real property, and only about 10% of the equipment, used by the Kansas Debtors is owned. Everything else is leased, almost all of it from Stony Point Entities.

Thus, the Debtors' claims against the Stony Point Entities—whether avoiding powers claims, commercial tort claims, claims against officers and directors for breach of fiduciary duties, or something else—are a very significant portion of the Debtors' assets. The Debtors need Boeing's support now precisely because of the Stony Point Entities' history of milking the estate. It is not just logical, it is an economic imperative, that Boeing condition its continued support on obtaining an interest in the claims against the actors who brought the Debtors to their present condition.

Unfortunately, the Committee has painted an entirely different-- and entirely incorrect-- picture for this Court as part of its kitchen-sink approach in objecting to the DIP Financing. And the Committee fails to acknowledge its relatively small constituency. After payment of critical vendors and cure costs associated with the pending sale to Wipro Givon USA Inc. in accordance

[5] After completion of the sale of the Everett assets, see *Debtors' Motion for Entry of Orders Establishing Bidding Procedures for the Sale of the Debtors' Everett, WA Assets, etc.,* Docket No. 152 (the "***Everett Sale Motion***"), Kansas will be the only operations remaining.

with the Everett Sale Motion, the non-Boeing, non-insider general unsecured body will be under $15 million, and likely well under $10 million. The Committee also fails to acknowledge that Boeing has committed to fund a $7.4 million budget for professional expenses over the first four months of the case, at least $1.0 million in wind-down expenses (so that the Debtors may be able to confirm a chapter 11 plan), and other case closing expenses, such as employee healthcare costs, which increased Boeing's original DIP commitment by another approximately $1.0 million, as such costs were not originally accounted for in the Debtors' budget.

The Committee myopically points to two alleged reasons for the Debtors filing for bankruptcy protection—grounding of the Boeing 737 MAX and the Covid-19 pandemic—ignoring the history of the Stony Point Entities' abuse. But had Boeing refused to extend financial accommodations over the last several years, the Debtors would not have been around long enough to be impacted by either alleged reason.

In short, the Objection fails to recognize that, but for Boeing's extension of prepetition rescue capital, first as a customer and then as the replacement secured creditor, the Debtors would not be in Chapter 11. They would have been in Chapter 7 long ago. Employees would be out of jobs, customers would have holes in their supply chains, and suppliers would be left with much larger unpaid debts. No stakeholder in this proceeding has as significant an interest as Boeing in promoting an efficient process that culminates with value-maximizing asset sales.

Boeing made significant progress in lengthy discussions with the Debtors' and the Committee's proposed counsel over the last week, leading to substantial concessions and resolution of many of the issues raised in the Objection. Notwithstanding the breadth of the Objection, Boeing has not retreated from those concessions and has concurrently filed the Revised Order marked-up in redline against the Interim DIP Order. Among the material concessions to which Boeing has agreed are: (i) excluding the Boeing Claims (as defined in the Objection) from the proposed DIP Liens and Adequate Protection Liens;(ii) including the Operational Continuity Provisions in the remedies subject to the Remedies Notice Period: (iii) lengthening the Challenge Period: and (iv) increasing the Committee's Challenge Budget. These

concessions are in addition to the revisions to the Revised Order made to address the concerns of the U.S. Trustee and Textron, and the numerous less substantive, albeit meaningful, revisions to which Boeing agreed in order to reduce the disputed items remaining from the Committee's laundry list of demands. While the Revised Order does not eliminate the issues that remain for the Court to resolve, it significantly narrows such issues.

II. REPLY

A. The DIP Facility is Critical to the Debtors' Continued Existence.

As the Debtor's DIP Motion makes clear, entry into the DIP Facility is not only a sound exercise of their business judgment, but it is critical given the Debtors' operating needs and lack of access to any alternative financing. Accordingly, rather than restate the arguments raised by the Debtors in support of the DIP Motion, Boeing simply submits that the Debtors have satisfied the statutory requirements under sections 364(c) and 364(d) of the Bankruptcy Code. The Objection should therefore be overruled.

B. Taken as a Whole, the DIP Financing is Reasonable in the Context of this Case.

Although the Committee would ask this Court to pick and choose provisions of the DIP Loans they would prefer to change, the DIP Loans must be viewed comprehensively with respect to the circumstances of these chapter 11 cases. *See, e.g.*, *In re Farmland Industries, Inc.*, 294 B.R. 855, 879-892 (Bankr. W.D. Mo. 2003) (evaluating all elements of the postpetition financing transaction). In short, each term of the DIP Loans to which the Committee objects has been the subject of vigorous negotiation between the Debtors and Boeing and was part of an integrated package necessary, as a whole, for Boeing's willingness to lend. While the Committee may wish to drive a different bargain as to certain terms, the Debtors worked with Boeing on the Committee's requests (with considerable, though not total, success, as seen by the Revised Order) but are not willing to jeopardize their access to the critical, and only, financing available to them. Whether considered properly as a package or even considered in isolation, the purportedly objectionable terms are entirely reasonable and appropriate in these chapter 11 cases and should be approved.

The focus of the adequate protection requirement is on preserving the secured creditor's position at the time of the bankruptcy filing. *See In re WorldCom, Inc.*, 304 B.R. 611, 618–619 (Bankr. S.D.N.Y. 2004) ("The legislative history for section 361 of the Bankruptcy Code, which sets forth how adequate protection may be provided under section 363, makes clear that the purpose is to insure that the secured creditor receives the value for which the creditor bargained for prior to the debtor's bankruptcy.").

Debtors have significant flexibility to provide adequate protection to DIP lenders, so to evaluate an objection, a court must consider whether the proposed adequate protection is within the debtor's sound business judgment. *In re Allegheny Int'l, Inc.*, 118 B.R. 282, 307 (Bankr. W.D. Pa. 1990) (debtor's entry into adequate protection agreement with lenders was an exercise of its business judgment). What constitutes adequate protection must be decided on a case-by-case basis. *See, e.g.*, *In re Mosello*, 195 B.R. 277, 289 (Bankr. S.D.N.Y. 1992); *In re Realty Southwest Assocs.*, 140 B.R. 360, 366 (Bankr. S.D.N.Y. 1992) (citing *Martin v. United States*, 761 F.2d 472, 274 (8th Cir. 1985)). Moreover, courts should take equitable considerations into account in determining what protection for DIP lenders is adequate. *See In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) ("Adequate protection will take many forms, only some of which are set forth in section 361 of the Bankruptcy Code . . . and must be determined based upon equitable considerations arising from the particular facts of each proceeding."); *Stein v. U.S. Farmers Home Admin.*, 19 B.R. 458, 459 (Bankr. E.D. Pa. 1982) ("The equities in each case must be weighed in striking a balance.").

Here, the bargain between the Debtors and Boeing required the Debtors to provide Boeing with the adequate protection set forth in the Revised Order. Aside from generalized speculation regarding Boeing's motives and unsupported (and erroneous) allegations that unsecured "creditors are owed tens of millions of dollars" (Objection, ¶ 17), the Committee does not provide any basis in fact or law from which to conclude that the adequate protection package is unreasonable.

a. Liens and Superpriority Claims on Claims Against Affiliates and Insiders, Including Avoiding Powers Actions, are a Critical Part of the DIP Collateral Package

Avoidance actions constitute assets of the Debtors' estates. *See* 11 U.S.C. § 541(a)(3), (4). As with any estate asset, a debtor may grant liens or super-priority claims on avoidance actions or their proceeds to secure post-petition financing or provide adequate protection. *See* 11 U.S.C. §§ 361(2), 364(c)(2); *In re Applied Theory Corp.*, No. 02-11868, 2008 WL 1869770, at *1 (Bankr S.D.N.Y. April 24, 2008) ("Of course those assets started out unencumbered. But those assets can thereafter be encumbered (or made available to satisfy superpriority claims), if necessary to provide adequate protection. That's expressly authorized under section 361(2).").

As described in the Preliminary Statement above, these Debtors are in bankruptcy because of the prepetition actions of the Stony Point Entities and the individuals who control them. The Debtors' claims against those individuals and entities are a valuable asset of the estates. Those claims are an integral part of the value the Debtors have to offer in a DIP financing collateral package, and the claims are an integral part of the value Boeing agreed to in formulating and going forward with the DIP financing before the Court.

One of the many concessions Boeing has made, as reflected in the Revised Order, is that Boeing will not get a security interest in, and will not assert superpriority claims on, avoiding powers claims and commercial tort claims against entities other than insiders and affiliates. Boeing acknowledges that such claims against non-insiders are not unique to this case, and the troubling history of these Debtors does not require any special scrutiny of the non-insider assets. While the insider claims are critical, Boeing's analysis of the collateral supporting the DIP Loan did not and does not depend on any particular value of the non-insider claims. Accordingly, Boeing has agreed to carve out from the originally proposed DIP Collateral package the avoiding powers claims and commercial tort claims against non-insiders and affiliates.

The Committee asserts that avoidance actions are uniquely for the benefit of general unsecured creditors and are rarely encumbered in favor of secured lenders. (Objection ¶ 18). But unsecured creditors do not hold an exclusive right to the proceeds of avoidance actions.

These causes of action are estate assets that may be utilized in accordance with the Debtors' business judgment. *See* 11 U.S.C. §§ 550(a) (preserving recoveries on avoidance actions "for the benefit of the estate"), 541(a)(3), 541(a)(4). Indeed, the Committee use of the term "rarely" is highly misleading as the granting of liens on proceeds of avoidance actions is often approved on a final basis as a means of adequate protection to a prepetition secured lender. *See, e.g., In re Dolan Co.*, No. 14-10614 (BLS) (Bankr. D. Del. Apr. 17, 2014); *In re Sorenson Commc'ns, Inc.*, No. 14-10454 (BLS) (Bankr. D. Del. Mar. 26, 2014); *In re FAH Liquidating Corp. f/k/a Fisker Auto. Holdings, Inc.*, No. 13-13087 (KG) (Bankr. D. Del. Mar. 20, 2014); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Nov. 21, 2013); *In re Coda Holdings, Inc.*, No. 13-11153 (CSS) (Bankr. D. Del. May 29, 2013); *In re Bicent Holdings, LLC*, No. 12-11304 (KG) (Bankr. D. Del. May 16, 2012); *In re Delta Petroleum Corp.*, No. 11-14006 (KJC) (Bankr. D. Del. Jan. 11, 2012); *In re Global Safety Textiles Holdings LLC*, No. 09-12234 (KG) (Bankr. D. Del. Sept. 21, 2009).

Section 550(a) does not require that benefits from avoidance actions flow to unsecured creditors; it instead requires only a "benefit to the estate—which in bankruptcy parlance denotes the set of all potentially interested parties—rather than to any particular class of creditors." *Mellon Bank, N.A. v. Dick Corp.*, 351 F.3d 290, 293 (7th Cir. 2003) (affirming grant of lien on avoidance actions to DIP lender); *see In re Calpine Corp.*, 377 B.R. 808, 813 (Bankr. S.D.N.Y. 2007) (citing *Mellon Bank* with approval); *In re Fleming Packaging Corp.*, No. 03-82408, 2007 WL 4556985, at *6 (Bankr. C.D. Ill. 2007) ("This Court does not consider Section 550(a)'s 'for the benefit of the estate' phraseology as a statutory requirement that the unsecured creditors benefit directly from the recovery of an avoided transfer, i.e., that the recovered funds end up in the pockets of the unsecured creditors.").

As a result of the insiders' prepetition activities described above, the Debtors do not have enough traditional or alternative assets to support the DIP Loans, and they require the DIP Loans to effectively administer the estates for the benefit of all stakeholders. *See In re Metaldyne*, No. 09–13412 MG, 2009 WL 2883045, at *4 (Bankr. D. Del. June 23, 2009) (approving grant of lien

on proceeds of avoidance actions where, inter alia, "[t]he Debtors have only limited unencumbered assets upon which replacement liens can be provided"). Given the importance of the claims against insiders and affiliates in these cases, such a determination is expressly permitted under the plain meaning of section 550(a) and applicable law:

> The estate's ex ante benefit is all that the statute requires. That much would be clear if the secured creditors had purchased for $30 million in cash (paid into [the debtor's] estate before its assets were sold) the right to pursue the preference-recovery actions; it is no less clear when the incoming cash takes the form of DIP financing that is secured in part by the promise that preference-recovery actions can be used to make good any losses the secured lenders otherwise must absorb.

Mellon Bank, 351 F.3d at 293; *See also In re Avenue Stores, LLC*, No. 19-11842 (LSS) (Bankr. D. Del. Sept. 13, 2019) (approving as adequate protection a grant of liens on avoidance actions over the creditors' committee's objection).

The Stony Point Entities have seriously compromised what should have been the available collateral pool through a web of interdependent shell companies and prepetition upstream transfers. As can be seen from **Exhibit A**, these Debtors have very few remaining tangible assets that would normally serve as a reasonable collateral base for a DIP loan. Boeing has committed to provide over $60.0 million in DIP Loans, including a budget with millions of dollars for professional fees and wind down expenses. Under these circumstances, a lien on actions against the affiliates and insiders is entirely appropriate.

b. Liens and Claims Against Unencumbered Assets are Fair and Reasonable.

In addition to objecting to liens on avoidance actions, the Committee contends that unencumbered assets should be used to satisfy only the new money portion of the DIP Facility and the adequate protection claims to the extent of diminution. (Objection, ¶¶ 23-25). Section 364(c)(2), however, specifically provides for the ability to secure post-petition financing with liens on unencumbered assets. See 11 U.S.C. § 364(c)(2). By enacting section 364 of the

Bankruptcy Code, Congress recognized the natural reluctance of lenders to extend credit to a bankrupt company and fashioned section 364 of the Bankruptcy Code to provide "incentives to the creditor to extend post-petition credit." *In re Ellingsen MacLean Oil, Inc.*, 834 F.2d 599, 603 (6th Cir. 1987). A debtor's right to encumber otherwise unencumbered assets is one of those incentives, specifically acknowledged in § 364(c)(2).

Courts in this District frequently authorize liens on unencumbered assets as part of an adequate protection package provided to debtor-in-possession lenders. *See, e.g., In re The Dolan Co.*, No. 14-10614 (Bankr. D. Del. Apr. 17, 2014) (approving debtor-in-possession liens secured by the debtors' unencumbered assets); *In re Fisker Automotive Holdings, Inc.,* No. 13-13087 (KG) (Bankr. D. Del. Jan. 24, 2014) (same); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Nov. 21, 2013) (same); *In re LSP Energy Ltd. P'ship*, No. 12-10460 (MFW) (Bank. D. Del. Feb. 27, 2012) (same); *In re Nebraska Book Co., Inc.*, No. 11-12005 (PJW) (Bankr. D. Del. July 21, 2011) (same); *In re Visteon Corp.*, No. 09-11786 (CSS) (Bankr. D. Del. Nov. 12, 2009) (same).

Besides, notwithstanding that Boeing is certain any alleged claims against it in its capacity as lender or trade creditor would be futile, Boeing has agreed to exclude from its collateral any claims that would successfully be brought against it. Accordingly, Boeing has resolved the Committee's concerns regarding Boeing obtaining a release in its capacity as trade creditor. Boeing does believe, however, that inclusion of liens on other unencumbered assets is a critical component of its collateral package, particularly in light of the Stony Point Entities' pre-petition conduct.

c. Boeing's Operational Continuity Rights and the Debtors' Obligation to Secure Financial Accommodations From Other Creditors Will Inure to the Benefit of all of the Estates' Creditors.

The Committee questions Boeing's ability under the DIP Credit Agreement and proposed Final Order to step in and operate the Debtors' facilities when the Debtors' defaults jeopardize their ability to supply products for their customers (the "***operational continuity rights***"). But

exercising such rights in the narrow context in which they arise is the only way to preserve the value of the Debtors' assets, and it is nothing more than what Boeing would be entitled to do in the event it were granted stay relief to foreclose on its assets following the occurrence of an event of default. Under the Revised Order, the operational continuity rights are subject to the Remedies Notice Period, with the burden on Boeing to come into this Court on an expedited basis if it seeks to exercise such rights prior to that time. Allowing Boeing operational continuity rights benefits the major stakeholders, including employees and creditors, by increasing the likelihood of further operations rather than a meltdown and shutdown of the Debtors' businesses.

Along the same lines, notwithstanding the Committee's objection, requiring the Debtors to seek accommodations from customers with whom the Debtors' contracts are unprofitable, is hardly atypical for a lender who can exercise its foreclosure remedies upon an event of default. This, too, is in the estates' best interests as it ensures that the estates do not continue to fund unprofitable businesses or above-market contracts (such as with the Debtors' upstream entities). Boeing's point is simple: it should not be forced to continue to fund unprofitable operations, which for years only served to benefit the Debtors' Upstream Entity affiliates.

d. The Rollup is Necessary, Appropriate and Subject to the Challenge Period.

The percentage of new money as a portion of the roll up (approximately 50%) is not at all aggressive and is well in line with cases in the District and across the country. *See, e.g.*, *In re NEC Holdings Corp.*, No. 10-11890 (PJW) (Bankr. D. Del. Jul. 16, 2010) (21.1% in new money); *In re Pacific Energy Res., Ltd.*, No. 09-10785 (KJC) (Bankr. D. Del. Jun. 4, 2009) (22% in new money); *In re Verasun Energy Corp.*, No. 08-12606 (BLS) (Bankr. D. Del. Dec. 1, 2008) (5% to 13.3% in new money).

Approval of a DIP facility that contains rollup provisions is permissible in instances, such as here, where: (i) the debtor's business operations will not survive absent the proposed financing; (ii) the debtor is unable to obtain alternative financing on acceptable terms; (iii) the proposed lender will not accede to less preferential terms; and (iv) the proposed financing is in the best interests of the general creditor body. *See In re Vanguard Diversified, Inc.*, 31 B.R. 364,

366 (Bankr. E.D.N.Y. 1983); *see also Unsecured Creditors' Comm. v. First Nat'l Bank & Trust Co. (In re Ellingsen MacLean Oil Co.)*, 834 F.2d 599, 601 (6th Cir. 1987); *In re Beker Indus. Corp.*, 58 B.R. 725 (Bankr. S.D.N.Y. 1986). Here, the roll up set forth in the DIP Facility is appropriate and demonstrably satisfies each of the elements set forth above. The roll up provisions are expressly subject to the Challenge Period and the Court has the express authority to fashion whatever remedy is necessary in the extremely unlikely event of a successful challenge by the Committee.

A rollup—indeed, often a cash rollup funded on day one, much more significant than a creeping rollup as proposed here—is a common feature in DIP loans funded by a prepetition lender. *See In re Energy Future Holding Corp.*, 527 B.R. 157, 167 (D. Del. 2015) (approving settlement that "was simply a roll-up of the first lien noteholders with the new DIP financing"); *In re Capmark Fin. Grp. Inc.*, 438 B.R. 471, 511 (Bankr. D. Del. 2010) ("[P]repetition secured claims can be paid off through a 'roll-up.'"); *In re EveryWare Global, Inc.*, No. 15-10743 (LSS) (Bankr. D. Del. Apr. 28, 2015) [Docket No. 130] (approving roll up of prepetition revolving debt in post-petition revolving facility); *In re Tuscany Int'l Holdings (U.S.A.) Ltd.*, No. 14-10193 (Bankr D. Del. Mar. 21, 2014) [Docket No. 219] (approving roll up of prepetition debt). Accordingly, the Court should overrule the Committee's objection to the rollup.

e. The Committee's Objections to the Proposed Marshaling Waiver Have no Sound Basis in Law or Practice.

Waiver of the marshaling doctrine and 506(c) are customary protections afforded to DIP lenders who extend generous budgets to cover the fees of professionals. In any event, the committee's objection is unfounded. "[U]nsecured creditors cannot invoke the equitable doctrine of marshaling." *In re Advanced Mktg. Servs., Inc.*, 360 B.R. 421, 429 n.8 (CSS) (Bankr. D. Del. 2007) (internal citations omitted). Regardless of the fact that unsecured creditors lack standing to argue against a prohibition on marshaling, such provisions are a common element found in many DIP financing facilities, and are often one of the bargaining chips a debtor may offer to potential lenders to reach an agreement. *See, e.g.*, *In re MPM Silicones, LLC*, No. 14-

22503 (RDD), H'rg Tr. at *92–93 (Bankr. S.D.N.Y. 2014) (approving a no-marshaling provision in a cash collateral order and holding that, "[g]enerally speaking, this is the debtor's right to negotiate or secured creditors' rights to insist on.").

Recognizing as much, courts in this district regularly approve DIP financing facilities containing no-marshaling provisions on a final basis as part of an overall financing package provided to a debtor. *See, e.g.*, *In re Gridway Energy Holdings*, No. 14-10833 (CSS) (Bankr. D. Del. May 14, 2014); *In re Furniture Brands Int'l, Inc.*, No. 13-12329 (CSS) (Bankr D. Del. Oct. 11, 2013); *In re Monitor Co. Group LP*, No. 12-13042 (CSS) (Bankr. D. Del. Dec. 4, 2012).

f. The Committee's Challenge Period and Related Provisions are Sufficient.

The Committee contests a number of provisions relating to their right to challenge Boeing's liens or investigate other causes of action against Boeing (*see* Objection, ¶¶ 38–43), but the challenge provisions are perfectly normal. The Revised Order provides the Committee until June 21, 75 days following the entry of the Interim Order, to challenge prepetition liens and lender releases, and until July 19, 103 days following the entry of the Interim Order, to challenge releases of Boeing relating to its commercial relationship. This timetable is consistent with the requirements of Local Rule 4001-2(a)(i)(Q) as well as other postpetition financings approved by courts in this jurisdiction. *See e.g.*, *In re Coda Holdings*, 2013 WL 6840242 at *17 (Bankr. D. Del. 2013) (granting the committee a 60 day challenge period to investigate and contest the validity, perfection, and enforceability of prepetition lenders' liens); *In re Dolan Co.*, No. 14-10614 (BLS) (Bankr. D. Del. Apr. 17, 2014) (same).

The Committee also argues that it should be granted automatic standing to pursue causes of action (Objection, ¶ 36). But the Bankruptcy Code contains no direct authority for creditors' committees to initiate adversary proceedings, and the Committee's premature request also ignores the fact that courts' analyses of whether to grant a committee standing must be detailed and claim-specific. *See In re STN Enters.*, 779 F.2d 901, 904-06 (2d Cir. 1985); *Official Committee of Unsecured Creditors of Cybergenics Corp. ex rel. Cybergenics Corp. v. Chinery*,

330 F.3d 548, 563 (3d Cir. 2003). Here, the Committee has not set forth any facts demonstrating that it can meet its burden to demonstrate the likelihood of success on the merits or the probable recovery under any claim it intends to pursue.

In the Revised Order, Boeing has agreed to increase the investigation budget to $75,000, but the Committee insists that there should be no cap on the use of Boeing's DIP funding to investigate Boeing for any actions other than a pure lien analysis. The proposed cap of $75,000 is both reasonable and strongly supported by precedent. *See, e.g., In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Nov. 21, 2013) (approving $20,000 investigation budget); *In re EWGS Intermediary, LLC*, No. 13-1276 (MFW) (Bankr. D. Del. Nov. 20, 2013) ($25,000); *In re School Specialty, Inc.*, No. 13-10125 (KJC) (Bankr. D. Del. Feb. 26, 2013) ($25,000); *In re Atrium Corp.*, No. 10-10150 (BLS) (Bankr. D. Del. Mar. 17, 2010) ($30,000). The Committee's request for an unlimited budget to investigate causes of action for trade claims is overreaching, contrary to the well-established logic that lenders permit only a finite amount of their money to be used for a committee's investigation, and wholly out of proportion to the relatively small size of the Committee's constituency.

g. The 506(c) Waiver is Reasonable and Customary.

Boeing has agreed to a budget including $7.4 million in professional fees funded into a separate account on an ongoing basis, a minimum of $1.0 million for the wind-down process, and another $1.0 million or more for employee healthcare and other post sale expenses, along with coverage of 503(b)(9) claims and payment of millions of dollars in critical vendor claims. In short, this is a well-funded case. Other than vague references to variance reporting and professional fees, the Committee has not pointed to any shortfalls in the budget that the Debtors carefully prepared. The sufficiency of the budget supports the grant of a 506(c) waiver in these cases.

It is well-established that Debtors have the authority to waive their rights under section 506(c) of the Bankruptcy Code. *See In re River Ctr. Holdings, LLC*, 394 B.R. 704, 716 (Bankr. S.D.N.Y. 2008). Such provisions are commonly found in postpetition financings of this kind and

are regularly approved by courts in this jurisdiction. *See, e.g., In re WorldSpace, Inc.*, No. 08-12412 (PJW), 2008 WL 8153638, at *8 (Bankr. D. Del. Nov. 10, 2008) (noting that the DIP lenders were entitled to a section 506(c) waiver after such lenders agreed to subordinate their DIP claims to a professional fee carve out); *In re The Penn Traffic Co.*, No. 09-14078 (PJW), 2010 WL 2822043, at *16 (Bankr. D. Del. Jan. 25, 2010) (approving a section 506(c) waiver coupled with a professional fee carve out).

A waiver of rights under section 506(c) of the Bankruptcy Code is particularly appropriate where, as here, the Prepetition Lenders are funding a restructuring with the proceeds of their own collateral. It should not also be required to bear the costs of preserving such collateral—particularly when the budget is so demonstrably sufficient to support the Debtors' operating and restructuring costs. Contrary to the Objection (¶¶ 42-47), such a waiver is especially appropriate when the Prepetition Lender is providing the Debtors with valuable liquidity without which the Debtors almost certainly would have been forced into piecemeal liquidation rather than ongoing operations including a managed chapter 11 sale process. Notwithstanding that the budget covenants were heavily negotiated with the Debtors and their professionals, the Committee flatly states that the Permitted Variance is "extremely tight for this type of DIP financing," but cites nothing to support its position. In any event, Boeing has agreed to expand the Permitted Variance percentage to 13% to provide further comfort to the Court regarding the adequacy and operational sufficiency of the agreed upon budget.

h. The DIP Facility Milestones are Reasonable and Appropriate.

Neither the Bankruptcy Code nor any case law prohibits a secured creditor from conditioning a debtor's financing or use of cash collateral on the achievement of milestones relating to the sale of assets or the confirmation of a chapter 11 plan. In a case such as this, milestones are integral to the bargain between the Debtors and Boeing. The term of a loan is an integral part of any debtor-creditor relationship. It is common practice that negotiated case milestones are conditions to the financing, regardless of whether such financing is a new money debtor-in-possession financing facility or use of cash collateral. *See, e.g., In re JHT Holdings,*

Inc., No. 08-11267 (BLS) (Bankr. D. Del. July 25, 2008); *In re The Readers Digest Ass'n, Inc.*, No. 09-23529 (RDD) (Bankr. S.D.N.Y. Oct. 6, 2009).

Case milestones are designed to minimize the stay in bankruptcy, consistent with the Bankruptcy Code's goals. *See Bittner v. Borne Chem. Co., Inc*., 691 F.2d 134, 137 (3d Cir. 1982) ("To realize the goals of Chapter 11, a reorganization must be accomplished quickly and efficiently."); *Nassau Smelting & Refining Works v. Brightwood Bronze Foundry Co.*, 265 U.S. 269, 272 (1924) ("The bankrupt is impelled by vital interests, not only to make the offer promptly, but to expedite confirmation.").

The Committee predictably asserts that the proposed milestones are too restrictive. *See* Objection, ¶¶ 48,49. However, the milestones are entirely consistent with the Debtors' business imperative of completing the sale processes in an expedient manner. The public perception that any debtor is stalled in bankruptcy—whether fair or unfair—puts that debtor at a significant disadvantage in any industry. As with the rest of its objection, the Committee offers only speculation and conclusory statements that the DIP Loan's milestones are too aggressive. The Debtors' advisors, on the contrary, believed the milestones set forth in the proposed Final Order were both achievable and reasonable under the circumstances and fairly reflect the Debtors' challenging operating situation. Moreover, with losing operations, the amount of time bargained for these milestones is directly related to the size of the DIP Facility. And such sale and case milestones are commonplace in large chapter 11 cases in this and other jurisdictions.[6]

i. The Committee's Remaining Objections Should be Overruled.

As for the Committee's "Other Objectionable Provisions," Boeing responds to each as follows:

[6] The Committee is wrong in contending that Debtors have missed the Everett sale motion milestone by several weeks. The Debtors and Boeing have been in constant contact over the Everett sale and have consensually extended that milestone multiple times. In any event, the milestone has now been satisfied. See the Everett Sale Motion, Docket No. 152.

Committee Objection	**Boeing Response**
Good Faith. (Obj., ¶ 50.)	Good faith is specifically set forth in Section 364(e). It provides Boeing with standard protections that are customary for DIP Loans. It would make no sense for Boeing to lend tens of millions of dollars without 364(e) protections.
Termination Events. (Obj., ¶ 50.)	The Committee is asking for the unprecedented requirement that Boeing fund into the estate all unspent DIP Loan amounts upon conclusion of the second facility sale. In effect, the Committee wants Boeing to fund first, without any consideration of the economic realities at the time, and then negotiate later about the appropriate amount of wind-down need. Boeing has already agreed to fund $1 million upon the closing of the contemplated sales. Further negotiations should happen in conjunction with the sales and not be pre-loaded into a final DIP Order.
Reporting. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.
Creeping "Roll-Up" with Collections and Receipts. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.
Section 552(b) Waiver.	Section 552(b) waivers are reasonable, appropriate, and routinely granted under the circumstances. Secured creditors routinely request a waiver of section 552(b) "equities of the case" claims in connection DIP financing and the consensual use of their cash collateral, and courts in this district regularly approve such waivers.
Credit Bidding. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.
Adequate Protection. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.
Professional Fees/Carve-Out. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern, except that Boeing is unwilling to stipulate in advance—and believes the Court should not attempt to determine in advance—how the estate's professionals and the committee's

	professionals will share in any overspending or shortfall should that occur.
Wind-Down Funds. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.
Restrictions on Challenges. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.
Financial Information Provided to Committee. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.
Section 503(b)(9) Claims. (Obj., ¶ 50.)	Boeing has already provided a budget of over $1.3 million for such claims, and has also approved payment of over $4.7 million for critical vendors, which the Debtors believe is more than sufficient. The proposed form of order addresses any remaining concerns.
Restrictions on Use of DIP Facility. (Obj., ¶ 50.)	Boeing's proposed form of order addresses this concern.

III. CONCLUSION

The Debtors' postpetition financing on the terms set forth in the Revised Order is appropriate. The Court should overrule the Committee's Objection. Accordingly, Boeing requests that the Court enter the attached Revised Order as the Final Order.

Dated: May 10, 2021
Wilmington, Delaware

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EXHIBIT A

TECT Debtors
Payments to Affiliates
One Year Prior to Petition - from SOFAs

Real Estate Leases:		
UTICA REALTY HOLDINGS V	$	644,840
UTICA REALTY KENT, LLC		211,316
UTICA REALTY PARK CITY, LLC		414,839
UTICA REALTY WELLINGTON, LLC		304,690
Subtotal Real Estate Leases	**$**	**1,575,685**
Equipment Leases:		
SPEF CARRIAGE ASSEMBLY, LLC		1,636,570
SPEF MONOLITHIC, LLC		3,011,596
STONY POINT EQUIPMENT FINANCE, LLC		188,563
Subtotal Equipment Leases	**$**	**4,836,730**
Contractual Support Services:		
OFFICE SUPPORT SERVICES LLC		2,571,093
STONY POINT GROUP, INC		405,498
Subtotal Contractual Support Services	**$**	**2,976,591**
Directors & Officers:		
DIRECTORS & OFFICERS		668,158
Subtotal Directors & Officers	**$**	**668,158**
Other:		
GLASS FOUNDATION, INC		10,000
NWI WICHITA LLC		8,251
TECT- CLEVELAND/TURBINE ENGINE		95,992
Subtotal Other	**$**	**114,243**
Total Payments to Insiders	**$**	**10,171,407**

From SOFAs (Dkt. Nos. 93, 95, 97, 99, 101, 103 and 104).
Includes responses from SOFAs 3, 4, and 9.
Excludes non-cash intercompany activity.

TECT Debtors
Payments to Affiliates
Three Years Prior to Petition

Real Estate Leases:		
UTICA REALTY HOLDINGS V	$	2,576,041
UTICA REALTY KENT, LLC		1,107,856
UTICA REALTY PARK CITY, LLC		1,997,225
UTICA REALTY WELLINGTON, LLC, HOLDINGS III		2,057,155
Subtotal Real Estate Leases	**$**	**7,738,277**
Equipment Leases:		
SPEF CARRIAGE ASSEMBLY, LLC		7,783,708
SPEF MONOLITHIC, LLC		14,880,793
STONY POINT EQUIPMENT FINANCE, LLC		188,563
Subtotal Equipment Leases	**$**	**22,853,064**
Contractual Support Services:		
OFFICE SUPPORT SERVICES LLC		10,306,797
OSSI AEROSPACE		6,699
OSSI POWER		171,310
STONY POINT GROUP, INC		3,376,157
Subtotal Contractual Support Services	**$**	**13,860,962**
Directors & Officers:		
DIRECTORS & OFFICERS		725,556
Subtotal Directors & Officers	**$**	**725,556**
Sub-Debt Repayments:		
UTICA EQUIPMENT FINANCE		10,732,000
Subtotal Sub-Debt Repayments	**$**	**10,732,000**
Other Transfers:		
UTICA REALTY WELLINGTON (Lshld Improv) [1]	$	1,815,000
STONY POINT EQUIPMENT FINANCE (Eqpmt) [2]	$	2,460,702
Subtotal Other Transfers	**$**	**4,275,702**
Other:		
COLD MOUNTAIN CAPITAL, LLC		21,000
GLASS FOUNDATION, INC		260,000
NWI ENTITIES		287,325
TECT- CLEVELAND		421,601
Subtotal Other	**$**	**989,926**
Total Payments to Insiders within Three Years	**$**	**61,175,487**

[1] From TECT Aerospace Wellington, Inc. SOFA 13 [Dkt. No. 101]

[2] From TECT Aerospace, LLC SOFA 13 [Dkt. No. 103]

All other information from payment and disbursement data received from Debtors.

TECT Aerospace
Kansas Operations
(all dollars in millions)

	2020 Business Income [1]	2019 Business Income [1]	Owned Equipment [2]	Leased Equipment [2]	Owned Real Property [3]	Lessors [4] *(affiliates in bold italics)*
TECT Hypervelocity, Inc. (Park City, KS)	43.5	69	1.4	29.2	0	***Utica Realty Park City LLC (real estate)*** ***SPEF Monolithic, LLC (equipment)*** ***SPEF Monolithic, LLC (equipment)***
TECT Aerospace Wellington Inc. (Wellington, KS)	42.6	93.6	4.7	18.2	0	***Utica Realty Wellington, LLC (real estate)*** ***SPEF Carriage Assembly LLC (equipment)*** ***SPEF Carriage Assembly LLC (equipment)*** ***SPEF Carriage Assembly LLC (equipment)*** ***SPEF Carriage Assembly LLC (equipment)*** U.S. Bank Equipment Finance (equipment) Hall's Culligan Services (water purifiers) Lift Parts Service (lift trucks) Tennant Sales and Services (floor care)
Total:	86.1	162.6	6.1	47.4	0	

[1] From SOFA 1 [Dkt. Nos. 95 and 101].
[2] From Schedule A #50 [Dkt. Nos. 94 and 100].
[3] From Schedule A #55 [Dkt. No.s 94 and 100].
[4] Includes all references to leases in Schedule G [Dkt. Nos. 94 and 100].

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
TECT AEROSPACE GROUP HOLDINGS, INC., *et al.*,	:	**Case No. 21– 10670 (KBO)**
	:	**Jointly Administered**
Debtors.[1]	:	
	:	**Re: D.I. 12**

~~INTERIM~~FINAL ORDER PURSUANT TO SECTIONS 105, 361, 362, 363, 364 AND 507 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 4001 AND LOCAL RULE 4001-2, (I) AUTHORIZING DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED ~~PARTIES, (III) SCHEDULING FINAL HEARING~~PARTIES, AND (~~IV)~~III) GRANTING RELATED RELIEF

This matter coming before the Court on the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Post-petition Financing, and (B) Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; and (III) Granting Related Relief* [Docket No. 12] (the "Motion"),[2] filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"), seeking entry of (i) ~~an interim order (this "~~the Interim Order~~")~~ (as defined below) and (ii) a final order (~~the~~this "Final Order"); and the ~~Debtors'~~Debtors having requested on the record at the ~~interim~~final hearing on the Motion, if any, (the "~~Interim~~Final Hearing") that the Court enter this ~~Interim~~Final Order, *inter alia*:

(a) authorizing TECT Aerospace, LLC, TECT Hypervelocity, Inc., TECT

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors' mailing address is 300 W. Douglas, Suite 100, Wichita, KS 67202.

[2] Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the DIP Documents (defined below), as applicable.

Aerospace Wellington Inc., and Sun Country Holdings, LLC (collectively, "TECT" or "Borrowers") and their affiliated Debtors to obtain secured postpetition financing on a superpriority basis (the "DIP Facility", and the loans provided to TECT thereunder, the "DIP Loans") pursuant to the terms and conditions of that certain Superpriority Secured Debtor-in-Possession Credit Agreement filed as Exhibit B to the Motion (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with this Final Order, the "DIP Agreement"), by and among (i) the Borrowers, (ii) the other Debtors, as guarantors, (iii) The Boeing Company, as administrative agent (the "DIP Agent") and (iv) the lenders from time to time party thereto (each a "DIP Lender" and collectively, the "DIP Lenders" and collectively with the DIP Agent, the "DIP Secured Parties");

(b) authorizing the Debtors to execute the DIP Agreement and the other documents, agreements and instruments delivered pursuant thereto or executed or filed in connection therewith, all as may be reasonably requested by the DIP Secured Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, and collectively with the DIP Agreement, the "DIP Documents");

(c) authorizing the Debtors to consummate the transactions contemplated by the DIP Documents;

(d) granting to the DIP Secured Parties the DIP Liens (as defined below) on all of the DIP Collateral (as defined below) to secure the DIP Facility and all obligations owing and outstanding thereunder and under the DIP Documents, as applicable, and ~~this~~the Interim Order and ~~any~~this Final Order, as applicable (collectively, and including all "Secured Obligations" as defined in the DIP Agreement, the "DIP Obligations"), subject only to prior payment of the Carve-Out (as defined in paragraph 17 below) and the Senior Third-Party Liens (as defined in paragraph

13(d)(ii));[3]

(e) granting allowed superpriority administrative expense claims to the DIP Secured Parties in connection with the DIP Facility;

(f) authorizing the Debtors to use Prepetition Collateral and Cash Collateral (each as defined below) (together with the DIP Facility, the "Postpetition Financing Arrangement");

(g) authorizing the Debtors to grant adequate protection to the Prepetition Lenders (as defined below);

(h) scheduling a hearing (the "Final Hearing"), pursuant to Rule 4001(c)(2) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to consider entry of ~~the~~this Final Order; and

(i) granting such other and further relief as this Court deems necessary and just ((a) through (h) collectively, the "Requested Relief"), and the interim hearing on the Motion (the "Interim Hearing") having been held on April 7, 2021 and the interim order approving this Motion [Docket No. 39] (the "Interim Order") having been entered, and upon all of the pleadings filed with the Court and the evidence proffered or adduced and representations of counsel at the Interim Hearing and the Final Hearing, if any; and the Court having heard and resolved or overruled any and all objections to the Requested Relief; and it appearing that the Requested Relief is in the best interests of the Debtors, their estates and creditors; and upon the record herein; and after due

[3] Nothing herein shall constitute a finding or ruling by this Court that any asserted Senior Third-Party Lien is valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the Prepetition Agent, the Prepetition Lenders, or ~~a~~the Creditors' Committee ~~(if appointed),~~ to challenge the validity, priority, enforceability, seniority, non-avoidability, perfection or extent of any alleged Senior Third-Party Lien.

deliberation thereon, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:[4]

A. Petition Date. On April 5, 2021 (the "Petition Date"), the Debtors commenced their chapter 11 cases (these "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtors are operating their businesses and managing their affairs as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee~~,~~ or examiner ~~or~~has been appointed in any of these Chapter 11 Cases. On April 20, 2021, an official committee of unsecured creditors (a "Creditors' Committee") ~~has been~~was appointed in ~~any of~~ these Chapter 11 Cases~~.~~

B. Jurisdiction; Venue. The Court has jurisdiction over these Chapter 11 Cases, the parties and the Debtors' property pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delawar*e, dated as of February 21, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(D). The Court is a proper venue of these Chapter 11 Cases and the Motion under 28 U.S.C. §§ 1408 and 1409.

C. Notice. Notice of the Motion, the relief requested therein and the ~~Interim~~Final Hearing (the "Notice") has been served by the Debtors pursuant to Bankruptcy Rules 2002 and 4001(b), (c), and (d) and in accordance with the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") on the Notice Parties. The Notice constitutes good and sufficient notice of the Requested Relief, and no further notice of the Requested Relief and the relief granted by this Final Order is necessary or

[4] Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as applicable, pursuant to Bankruptcy Rule 7052.

shall be required.

D. Debtors' Acknowledgements and Stipulations. In requesting the Postpetition Financing Arrangement and in exchange for and as a material inducement to, the DIP Secured Parties to agree to provide the Postpetition Financing Arrangement, and to the Prepetition Lenders in exchange for the Diminution (as defined below), the Debtors acknowledge, represent, stipulate and agree, for themselves and their estates, subject to the challenge rights set forth in paragraph 19 herein, as follows (collectively, the "Debtors' Stipulations"):

(i) the Borrowers and certain of the Debtors as guarantors (in such capacity, the "Debtor Guarantors" and collectively with the Borrowers, the "Prepetition Obligors"), are parties to that certain Revolving Credit, Term Loan and Security Agreement, dated as of June 27, 2017 (as the same has been amended, restated, supplemented, modified or assigned from time to time, the "Prepetition Credit Agreement") with The Boeing Company (as successor in interest to PNC Bank, National Association) as lender and as agent (the "Prepetition Agent") and certain lender parties thereto (collectively with the Prepetition Agent, the "Prepetition Lenders");

(ii) to secure the "Obligations" (as defined in the Prepetition Credit Agreement, the "Prepetition Obligations"), the Prepetition Obligors granted to the Prepetition Agent, for the benefit of the Prepetition Lenders, liens upon and security interests in (the "Prepetition Liens") all of the Prepetition Obligors' property and assets (other than the "Excluded Property" (as defined in the Prepetition Credit Agreement)), as set forth in the Prepetition Credit Agreement (together with all other agreements, documents, notes, guarantees, subordination agreements, instruments, amendments and any other agreements delivered pursuant thereto or in connection therewith, each as amended, restated,

supplemented or otherwise modified from time to time, the "Prepetition Loan Documents"), and, in all instances, the proceeds and products thereof (collectively, the "Prepetition Collateral");

(iii) as of the Petition Date: (A) the current outstanding principal balance of the Prepetition Obligations (exclusive of interest, fees, reimbursable expenses and other charges) is not less than $43,166,460; (B) all of the Prepetition Obligations are absolutely and unconditionally owed by the Prepetition Obligors to the Prepetition Lenders; (C) the Prepetition Obligations constitute legal, valid and binding obligations of the Prepetition Obligors, enforceable in accordance with their terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code to the extent applicable); (D) no recoupments, offsets, defenses or counterclaims exist to the Prepetition Obligations; and (E) no portion of the Prepetition Obligations or any payments or other transfers made to the Prepetition Agent or any other Prepetition Lender or applied to the Prepetition Obligations prior to the Petition Date is subject to avoidance, subordination, recharacterization, recovery, attack, recoupment, offset, counterclaim, defense or Claim (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law;

(iv) the Prepetition Liens constitute valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code) and perfected liens with priority over any and all other liens in the Prepetition Collateral (except for any Senior Third-Party Liens (as defined in paragraph 13(d)(ii))) and are not subject to any challenge or defense, including without limitation, respectively, avoidance, subordination, recharacterization, recovery, reduction, set-off, offset, attack, counterclaim,

cross-claim or Claim (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law;

(v) the Debtors have waived, discharged and released any right they may have to challenge the Prepetition Obligations and the Prepetition Liens on the Prepetition Collateral and to assert any recoupments, offsets, defenses, claims, objections, challenges, causes of action and/or choses of action against any Prepetition Lender with respect to the Prepetition Loan Documents, the Prepetition Obligations, the Prepetition Liens or the Prepetition Collateral;

(vi) any payments made on account of the Prepetition Obligations before the Petition Date were (A) payments out of the Prepetition Collateral and/or (B) made in the ordinary course of business and in exchange for reasonably equivalent value and did not diminish any property otherwise available for distribution to unsecured creditors;

(vii) all of the Debtors' cash, including the cash in their deposit accounts and other accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes Cash Collateral (as defined below);

(viii) as of the Petition Date, the current outstanding principal balance of the general unsecured trade payables by the Loan Parties (as defined in the Prepetition Credit Agreement) to The Boeing Company (exclusive of interest, fees, reimbursable expenses and other charges) is not less than $1,323,512 and to Boeing Distribution Services, Inc., is not less than $115,550, all of which is absolutely and unconditionally owed by the Loan Parties to The Boeing Company or Boeing Distribution Services, Inc., as applicable, without setoff, defense, or reduction for any reason; and

(ix) none of the DIP Secured Parties or the Prepetition Lenders is a control

person or insider (as defined in section 101(31) of the Bankruptcy Code) of any Debtor.

E. Cash Collateral. For purposes of this ~~Interim~~Final Order, the term "Cash Collateral" shall mean and include all "cash collateral," as defined in section 363 of the Bankruptcy Code, in or on which the DIP Secured Parties or the Prepetition Lenders have a lien, security interest or any other interest (including, without limitation, any Adequate Protection Liens or security interests), whether existing on the Petition Date, arising pursuant to ~~this~~the Interim Order, this Final Order or otherwise, and shall include, without limitation:

(i) all cash proceeds arising from the collection, sale, lease or other disposition, use or conversion of any real or personal property, in or on which the DIP Secured Parties or the Prepetition Lenders have a lien or a replacement lien, whether as part of the DIP Collateral or the Prepetition Collateral, or pursuant to an order of the Court or applicable law or otherwise, and whether such property has been converted to cash, existed as of the commencement of these Chapter 11 Cases, or arose or was generated thereafter;

(ii) all of the respective deposits, refund claims and rights in retainers of the Debtors on which the DIP Secured Parties or the Prepetition Lenders hold a lien or replacement lien, whether as part of the DIP Collateral or Prepetition Collateral or pursuant to an order of the Court or applicable law or otherwise; and

(iii) the proceeds of any sale, transfer or other disposition of DIP Collateral or Prepetition Collateral.

F. Adequate Protection. The Prepetition Lenders are entitled, pursuant to sections 361, 363(e) and 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, to the extent of any diminution in the value of the Prepetition Collateral occurring from and after the Petition Date ~~(the~~

~~"Diminution")~~ resulting from (i) the incurrence of the DIP Obligations, (ii) the use of Prepetition Collateral (including Cash Collateral), (iii) the granting of the DIP Liens and the DIP Superpriority Claim, (iv) the subordination of the Prepetition Obligations to the DIP Obligations and the Carve-Out, and (v) imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code~~.~~ (the "Diminution").

G. Purpose and Necessity of Financing. The Debtors require the Postpetition Financing Arrangement to (i) permit the continuation of their businesses and maximize and preserve their going concern value, (ii) satisfy payroll obligations and other working capital and general corporate purposes of the Debtors consistent with the terms set forth in the DIP Documents and the Approved Budget (as defined below), (iii) provide adequate protection to the Prepetition Lenders, (iv) pay fees and expenses related to the DIP Documents and these Chapter 11 Cases and (v) for such other purposes as set forth in, or otherwise permitted by, the DIP Documents (including the Approved Budget). If the Debtors do not obtain authorization to use the Prepetition Collateral (including Cash Collateral) and borrow under the DIP Agreement, they will suffer immediate and irreparable harm. The Debtors are unable to obtain adequate unsecured credit allowable only as an administrative expense under section 503 of the Bankruptcy Code, or other sufficient financing under sections 364(c) or (d) of the Bankruptcy Code, on more favorable terms than those set forth in the DIP Documents. A loan facility in the amount provided by the DIP Documents is not available to the Debtors without granting the superpriority claims, liens and security interests, pursuant to sections 364(c)(1), 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, as provided in ~~this~~the Interim Order, this Final Order and the DIP Documents. After considering all alternatives, the Debtors have concluded, in the exercise of their sound business judgment, that the Postpetition Financing Arrangement, including without limitation, the DIP Facility, is the best

financing available to them at this time.

H. Good and Sufficient Cause Shown. Good and sufficient cause has been shown for entry of this ~~Interim~~Final Order. The ability of the Debtors to obtain sufficient working capital and liquidity under the DIP Documents and use of the Prepetition Collateral (including the Cash Collateral) is vital to the Debtors' estates and creditors. The liquidity to be provided under the DIP Documents and this ~~Interim~~Final Order will enable the Debtors to continue to operate their businesses in the ordinary course and preserve the value of the Debtors' businesses pending the sale of substantially all of their assets. Among other things, entry of this ~~Interim~~Final Order is necessary to maximize the value of the Debtors' assets and to avoid immediate and irreparable harm to the Debtors and their estates, and, accordingly, is in the best interests of the Debtors, their estates and their creditors.

I. Sections 506(c) and 552(b) Waivers. In light of (i) the DIP Secured Parties' agreement to subordinate their liens and superpriority claims to the Carve-Out, and in exchange for and as a material inducement to the DIP Lenders to agree to provide the DIP Facility and (ii) the Prepetition Lenders' agreement to subordinate their liens and superpriority claims to the DIP Obligations, the Carve-Out and the DIP Liens, and to permit the use of the Prepetition Collateral (including Cash Collateral for payments made in accordance with the Approved Budget (as defined below) and the terms of this ~~Interim Order), upon entry of the~~ Final Order~~,~~), each of the DIP Secured Parties and the Prepetition Lenders are entitled to a waiver of the provisions of section 506(c), and the Prepetition Lenders are entitled to a waiver of the exceptions provided in sections 552(b)(1) and (2) of the Bankruptcy Code.

J. Good Faith. The terms of the DIP Documents and the use of the Prepetition Collateral (including the Cash Collateral) pursuant to ~~this~~the Interim Order and this Final Order,

including, without limitation, the interest rates and fees applicable, and intangible factors relevant thereto, are more favorable to the Debtors than those available from alternative sources. Based upon the record before the Court, the DIP Documents and the use of the Prepetition Collateral (including the Cash Collateral) pursuant to ~~this~~the Interim Order and this Final Order have been negotiated in good faith and at arm's-length among the Debtors, the DIP Secured Parties and the Prepetition Lenders. Any DIP Loans and other financial accommodations made to the Debtors by the DIP Secured Parties pursuant to the DIP Documents and ~~this~~the Interim Order and this Final Order shall be deemed to have been extended by the DIP Secured Parties in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and each of the DIP Secured Parties shall be entitled to all protections and benefits afforded thereby.

K. Fair Consideration and Reasonably Equivalent Value. All of the Debtors have received and will receive fair and reasonable consideration by virtue of their obtaining access to the DIP Loans, the use of the Prepetition Collateral (including the Cash Collateral) pursuant to ~~this~~the Interim Order and this Final Order and all other financial accommodations provided under the DIP Documents and ~~this~~the Interim Order~~.~~ and this Final Order. The terms of the DIP Documents and this ~~Interim~~Final Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration.

~~L. Immediate Entry of Interim Order. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2) and Local Rule 4001-2(b). The permission granted herein to enter into the DIP Documents, to obtain funds thereunder and to use the Prepetition Collateral (including the Cash Collateral) pursuant to this Interim Order is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry~~

~~of this Interim~~Entry of Final Order. This Court concludes that entry of this Final Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for access to the financing necessary for the continued flow of supplies and services to the Debtors necessary to sustain the operation of the Debtors' existing businesses and further enhance the Debtors' prospects for a successful sale of substantially all of their assets. Based upon the foregoing findings, acknowledgements and conclusions, and upon the record made before this Court at the Interim Hearing and the Final Hearing, if any, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Disposition. The relief requested by the Debtors in the Motion and otherwise on the record at the Interim Hearing and the Final Hearing, if any, is granted on the terms set forth in this ~~Interim~~Final Order. Any objection to the interim relief sought by the Debtors that has not previously been withdrawn or resolved is hereby overruled on its merits.

2. Authorization For DIP Financing. The Debtors are hereby authorized~~, on an interim basis,~~ to incur DIP Obligations ~~immediately during the period prior to entry of the Final Order,~~ , subject to the terms of this ~~Interim~~Final Order, the Approved Budget and the DIP Documents, in an aggregate principal amount not to exceed $~~22,000,000 ("Interim Borrowings"), with the maximum principal amount that may be borrowed following entry of the Final Order not to exceed~~ ~~$~~60,200,000 (inclusive of any outstanding Interim Borrowings~~)~~ (as defined in the Interim Order)) (the "Maximum Commitment"). Available financing and advances under the DIP Agreement shall~~, on an interim basis,~~ be made to fund, in accordance with the DIP Documents and the Approved Budget, working capital and general corporate requirements of the Debtors, adequate protection to the Prepetition Lenders, bankruptcy-related costs and expenses (including interest, fees and

expenses in accordance with ~~this~~the Interim Order, this Final Order and the DIP Documents), and any other amounts required or allowed to be paid in accordance with this ~~Interim~~Final Order, but only as and to the extent authorized by the Approved Budget and the DIP Documents.

3. Authorization for Use of Cash Collateral. The Debtors are authorized to use Cash Collateral subject to and in accordance with the terms, conditions and limitations set forth in ~~this~~the Interim Order, this Final Order, the Approved Budget and the DIP Documents, without further approval by the Court.

4. Approved Budget.

(a) The Debtors have delivered to the DIP Agent a detailed budget that sets forth projected cash receipts and cash disbursements on a weekly basis for the time period from and including the Petition Date through August 13, 2021 that has been approved by the Required DIP Lenders (defined below), and a copy of which is attached hereto as Exhibit 1 (as updated, amended, supplemented or otherwise modified in accordance herewith, the "Approved Budget"). The Approved Budget also sets forth, for each week, the amount of DIP Loans anticipated to be advanced or otherwise used for such week after giving effect to any budgeted inflows. The Debtors shall provide to the DIP Secured Parties (and, to the extent set forth herein, to the Creditors' Committee) financial reporting in accordance with the terms of the DIP Documents. Funds borrowed under the DIP Agreement and Cash Collateral used under ~~this~~the Interim Order and this Final Order shall be used by the Debtors in accordance with the DIP Documents, including the Approved Budget, ~~and this~~the Interim Order and this Final Order. The consent of the Required DIP Lenders to the Approved Budget shall not be construed as a commitment of the DIP Lenders to provide DIP Loans or of the DIP Secured Parties or Prepetition Lenders to permit the use of Cash Collateral (in each case, subject to funding of the Carve-Out) after the occurrence of a

Termination Event (as defined below) under this ~~Interim~~Final Order, regardless of whether the aggregate funds shown on the Approved Budget have been expended.

(b) The Approved Budget and Approved Variance Report (as defined below) shall, including any and all updates, amendments, supplements and modifications made in accordance with this Final Order, at all times be in form and substance reasonably acceptable to the Required DIP Lenders and approved in writing by the DIP Agent prior to the implementation thereof. Notwithstanding anything herein to the contrary, any updates, amendments, supplements or modifications to the Approved Budget, must be consented to in writing by the DIP Lenders holding more than fifty percent (50%) of the DIP Loan commitments (the "Required DIP Lenders") prior to the implementation thereof and shall not require further notice, hearing, or Court order.

(c) The DIP Secured Parties (i) may assume the Debtors will comply with the Approved Budget, (ii) shall have no duty to monitor such compliance, and (iii) shall not be obligated to pay (directly or indirectly from the DIP Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget other than to (i) permit the Debtors' use of Cash Collateral as expressly provided herein prior to the occurrence of a Termination Event and (ii) fund the Carve-Out as set forth in this Final Order. All advances and extensions of credit shall be based upon the terms and conditions of the DIP Documents, as the same may be amended from time to time with the consent of the DIP Lenders or Required DIP Lenders (as applicable in accordance with the DIP Documents~~).~~ and in accordance with this Final Order). Subject to the terms and conditions of this ~~Interim~~Final Order, the DIP Lenders shall have the right, but not the obligation, to extend credit independent of any Approved Budget restrictions on loan availability set forth in the DIP Documents, and all DIP Loans shall be entitled to the benefits and protections

of ~~this Interim Order.~~the Interim Order and this Final Order; provided, however, that any credit extension beyond the Maximum Commitment shall be subject to further order of the Court. For the avoidance of doubt, no DIP Lender shall be obligated to extend credit outside the terms of the DIP Documents.

(d) On or before 11:59 p.m. Eastern Time on every Wednesday of each week, commencing after the end of the second full week following the Petition Date, the Debtors shall deliver to the DIP Agent a report (each, an "Approved Variance Report") that shows (i) then-current cash balance calculations and (ii) cash flow reconciliations showing actual payments versus budgeted items in the Approved Budget for prior periods ended (with (a) an explanation of any Cash Operating Disbursements (as defined in the DIP Credit Agreement) variance greater than 10%, and (b) an indication of any adverse variance that exceeds the Permitted Variance). As used herein, "Permitted Variance" means a permitted ~~negative~~ variance of (a) weekly Cash Operating Disbursements not to exceed the greater of ~~10~~13% of the budgeted amounts and $50,000, or (b) cumulative Net Cash Flow of ~~10~~13% of the budgeted amounts (provided that failure by The Boeing Company to pay outstanding obligations shall not be considered), in each case with measurement beginning in week ~~two (2~~four (4) of these Chapter 11 Cases and continuing thereafter. The DIP Agent shall promptly deliver to the DIP Lenders~~,~~ a copy of each Approved Variance Report upon such agent's receipt. The Approved Variance Report shall be shared with the Creditors' Committee on a professionals' eyes only basis no later than Friday of each week.

5. Additional Events of Default. It shall be an Event of Default (as defined below) if the Debtors (i) until such time as all DIP Obligations are indefeasibly paid in full in cash, in any way or at any time prime or seek to prime (or otherwise cause to be subordinated in any way) the liens provided to the DIP Secured Parties by offering a subsequent lender or any party-in-interest

a superior or *pari passu* lien or claim with respect to the DIP Collateral pursuant to section 364(d) of the Bankruptcy Code or otherwise, except with respect to the Carve-Out and the DIP Obligations as set forth in the DIP Documents, (ii) until such time as all DIP Obligations are indefeasibly paid in full in cash, in any way or at any time seek allowance of any administrative expense claim against the Debtors of any kind or nature whatsoever, including, without limitation, claims for any administrative expenses of the kind specified in, or arising or ordered under sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113 and 1114 of the Bankruptcy Code that is superior to or *pari passu* with the DIP Superpriority Claim (as defined below) provided herein, except with respect to the Carve-Out and the DIP Obligations as set forth in the DIP Documents, and (iii) unless otherwise consented to in writing by the Required DIP Lenders and the Required Prepetition Lenders (as applicable), in any way seek to modify, alter or impair in any manner the rights, remedies, powers, privileges, liens and priorities of the DIP Agent, the other DIP Secured Parties, the Prepetition Agent and the other Prepetition Lenders provided for in ~~this~~the Interim Order, this Final Order, the DIP Documents, or otherwise, unless and until the DIP Obligations have first been indefeasibly paid in full in cash and completely satisfied, the commitments thereunder are terminated in accordance with the DIP Documents and the Prepetition Obligations are indefeasibly paid in full in cash and completely satisfied.

6. Authority to Execute and Deliver Necessary Documents. Each of the Debtors is authorized to negotiate, prepare, enter into and deliver the DIP Documents, in each case including any amendments, supplements and modifications thereto in accordance with the terms thereof~~.~~ and in accordance with this Final Order. Each of the Debtors is further authorized to negotiate, prepare, enter into and deliver any other UCC financing statements, pledge and security agreements, mortgages or deeds of trust, or similar documents, instruments or agreements encumbering all of

the DIP Collateral and securing all of the Debtors' obligations under the DIP Documents, each as may be reasonably requested by the DIP Agent.

7. Authority to Perform Obligations and Acts. Each of the Debtors is further authorized to (a) perform all of its obligations and acts contemplated by the DIP Documents and such other agreements as may be required by the DIP Documents to give effect to the terms of the financing provided for therein and in this ~~Interim~~Final Order, and (b) perform all acts required under the DIP Documents and this ~~Interim~~Final Order.

8. Valid and Binding Obligations. All obligations under the DIP Documents shall constitute valid and binding obligations of each of the Debtors, enforceable against each of them and each of their successors and assigns, in accordance with their terms and the terms of ~~this~~the Interim Order and this Final Order, and no obligation, payment, transfer or grant of a lien or security interest under the DIP Documents shall be voidable or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d) of the Bankruptcy Code) or subject to any avoidance, reduction, set-off, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross-claim, defense or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

9. Termination of DIP Documents. Notwithstanding anything in this ~~Interim~~Final Order to the contrary, the DIP Lenders' commitments under the DIP Documents will terminate and the DIP Obligations will become due and payable (unless such obligations become due and payable earlier pursuant to the terms of the DIP Documents and this ~~Interim~~Final Order by way of acceleration or otherwise), and the Debtors' authority to use Cash Collateral in accordance with this ~~Interim~~Final Order will terminate, on the date that is the earliest to occur of (in each case, the

"Maturity Date"): (i) August 6, 2021; (ii) ~~the date which is thirty (35) days following the entry of this Interim Order if the Court has not entered the Final Order on or prior to such date;~~[reserved]; (iii) the acceleration of the DIP Obligations upon five (5) business days' written notice from the DIP Agent to the Debtors and the Creditors' Committee's counsel of an event of default under the DIP Agreement (an "Event of Default"); (iv) the date upon which any plan of reorganization or liquidation becomes effective in any of these Chapter 11 Cases; (v) entry of an order by the Bankruptcy Court in any of these Chapter 11 Cases (a) dismissing any of these Chapter 11 Cases or converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code without the consent of the Required DIP Lenders or (b) appointing a chapter 11 trustee or an examiner with enlarged powers relating to the operation of the business of the Borrowers (powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), in each case without the consent of the DIP Agent and the Required DIP Lenders; (vi) the consummation of both the Everett Sale and the Kansas Sale (each as defined below) and (vii) the filing or support by any Debtor of a plan of reorganization or liquidation (a "Plan") while there are any outstanding DIP Obligations that is not otherwise reasonably acceptable to the DIP Agent and the Required DIP Lenders in their ~~sole~~ discretion; provided, that, a Plan that, upon its effective date, pays the DIP Obligations and the obligations under the Prepetition Credit Agreement in full in cash on the effective date of such Plan shall be deemed reasonably acceptable to such parties.

10. Termination of Authority to Use Cash Collateral. Subject to paragraph 21(f), the Debtors' ability to use Cash Collateral prior to the Maturity Date will terminate immediately upon the occurrence of any event described below (each a "Termination Event"):

(a) any Debtor fails to comply in any material respect with any of the terms or conditions of this ~~Interim~~Final Order, and such failure is not cured or waived during any applicable

Remedies Notice Period;

(b) any Debtor seeks any modification or extension of ~~this~~the Interim Order~~,~~ or this Final Order without consent of the Required DIP Lenders;

(c) an application (other than the application for financing provided by a third party which seeks authority to pay all of the DIP Obligations and the Prepetition Obligations in full upon entry of the order approving such financing) is filed by any Debtor for the approval of (or an order is entered by the Court approving) any claim arising under section 507(b) of the Bankruptcy Code or otherwise, or any lien in any of these Chapter 11 Cases, which is *pari passu* with or senior to the Prepetition Obligations, the Adequate Protection Liens or the Adequate Protection Superpriority Claim, excluding liens arising under ~~this~~the Interim Order or this Final Order or pursuant to any other financing agreement made with the prior written consent of the Required DIP Lenders;

(d) the commencement or support of any action by any Debtor or any party exercising the authority of the Debtor (other than an action pursuant to paragraph 19) against any of the DIP Lenders or the Prepetition Lenders, or their respective agents and employees, to subordinate or avoid any liens made in connection with the Prepetition Loan Documents or the DIP Documents or to avoid any obligations incurred in connection with the Prepetition Loan Documents or the DIP Documents;

(e) any order shall be entered granting relief from the stay arising under section 362 of the Bankruptcy Code to the holder or holders of any security interest, lien or right of setoff to permit foreclosure (or the granting of a deed in lieu of foreclosure or similar instrument), possession, set-off or any similar remedy with respect to any assets of the Debtors with an aggregate value of more than $200,000;

(f) (i) any Debtor shall assert in any pleading filed in any court that any material provision of ~~this~~the Interim Order or this Final Order is not valid and binding for any reason, or (ii) any material provision of ~~this~~the Interim Order or this Final Order shall for any reason, or any other order of this Court approving the Debtors' use of Cash Collateral, without the prior written consent of the Required DIP Lenders, cease to be valid and binding;

(g) once filed, any Debtor withdraws or modifies the Everett Sale Motion or the Kansas Sale Motion (each as defined below) without the consent of the Required DIP Lenders;

(h) the Debtors fail to comply with any Case Milestone; or

(i) the occurrence of the Maturity Date.

11. Authorization and Direction for Payment of DIP Financing Fees and Expenses. Subject to the provisions of this paragraph 11, all fees paid or payable, and all reasonable costs and expenses reimbursed or reimbursable (including, without limitation, all fees, costs and expenses referred to in the DIP Documents and the DIP Agent's and the DIP Lenders' reasonable attorneys' fees and expenses of the DIP Agent or any DIP Lender), by the Debtors to the DIP Secured Parties are hereby approved, to the extent provided in the DIP Agreement. The Debtors are hereby authorized and directed to pay all such fees, costs and expenses in accordance with the terms of the DIP Documents and this ~~Interim~~Final Order, without any requirement that the Debtors, the DIP Agent, the DIP Lenders or their respective attorneys file any further application or other pleading, notice or document with the Court for approval or payment of such fees, costs or expenses. To the extent provided in the DIP Agreement, the Debtors shall pay all reasonable prepetition and postpetition out of pocket costs and expenses of the DIP Secured Parties (including all reasonable fees, expenses and disbursements of outside counsel, including local counsel) in connection with these Chapter 11 Cases and any Successor Case(s) (as defined below), including,

without limitation, in connection with (a) the preparation, negotiation, execution and delivery of the DIP Documents, ~~this~~the Interim Order and ~~any~~this Final Order, and the funding of all DIP Loans under the DIP Facility, (b) the administration of the DIP Facility and any amendment or waiver of any provision of the DIP Documents, ~~this~~the Interim Order and ~~any~~this Final Order, (c) the administration of these Chapter 11 Cases and any Successor Case(s), and (d) the enforcement or protection of the DIP Secured Parties' rights and remedies under the DIP Documents, ~~this~~the Interim Order and ~~any~~this Final Order. Notwithstanding anything to the contrary herein, the payment of all such fees, costs and expenses of the DIP Secured Parties, whether incurred before or after the Petition Date, including, without limitation, all fees referred to in the DIP Documents and all reasonable attorneys' fees and expenses, shall, (i) subject to paragraph 19, be deemed non-refundable and irrevocable, and (ii) not be subject to the Approved Budget. None of the DIP Secured Parties' attorneys' fees or disbursements shall be subject to the prior approval of this Court, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with this Court. Prior to any conversion of these Chapter 11 Cases to chapter 7, any such fees, costs and expenses shall be paid by the Debtors within ten (10) days after delivery of an invoice (redacted for privilege) to the Debtors and without the need for application to or order of the Court. A copy of such invoice shall be provided by the DIP Agent to the U.S. Trustee, counsel for the Prepetition Agent and counsel for ~~any~~the Creditors' Committee on the same ~~business~~ day as the Debtors' receipt of such invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee or ~~any~~the Creditors' Committee object to an invoice submitted by the DIP Secured Parties and (y) the parties cannot resolve such objection, in each case within the ten (10) day period following receipt of such invoice, the Debtors, the U.S. Trustee or ~~such~~the Creditors' Committee, as the case may be, shall file with the Court and serve on the DIP Agent

and the DIP Secured Party submitting the fee request a fee objection (a "DIP Secured Party Fee Objection"). The Debtors shall promptly pay and/or the DIP Lenders are hereby authorized to make an advance under the DIP Agreement to timely pay, any submitted invoice after the expiration of the ten (10) day period if no DIP Secured Party Fee Objection is filed with the Court and served on the DIP Agent and DIP Lenders in such ten (10) day period. If a DIP Secured Party Fee Objection is timely filed and served, the Debtors shall promptly pay and/or the DIP Secured Parties are hereby authorized to make an advance under the DIP Agreement to timely pay, the undisputed amount of the invoices, and the Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the DIP Secured Party Fee Objection.

12. Amendments, Consents, Waivers and Modifications. The Debtors, with the express written consent of the Required DIP Lenders in accordance with the terms and conditions of the DIP Documents, may enter into any amendments, consents, waivers or modifications to the DIP Documents without the need for further notice and hearing or any order of this Court, so long as such amendments, consents, waivers or modifications are non-material. A copy of any such amendment, consent, waiver or modification shall be provided by the Debtors to the DIP Lenders, U.S. Trustee and counsel for ~~any~~the Creditors' Committee within one business day of execution. Any material changes to the DIP Documents, including without limitation material changes to the Approved Budget, as well as any increases in the amount of the DIP Loans (except as provided in paragraph 4(c) of this ~~Interim~~Final Order), will require the consents of the Required DIP Lenders in addition to any express written consents required by the DIP Documents and Court approval after notice and a hearing, and increases in the amount of the DIP Loans shall require the consent of all DIP Lenders whose commitments are being increased.

13. DIP Secured Parties' Lien Priority.

(a) To secure the DIP Obligations, the DIP Secured Parties are hereby granted pursuant to and in accordance with Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, valid, enforceable and fully perfected liens (the "DIP Liens") in and on all of the property, assets or interests in property or assets of each Debtor, and all "property of the estate" (within the meaning of the Bankruptcy Code) of each Debtor, of any kind or nature whatsoever, real or personal, tangible or intangible or mixed, now existing or hereafter acquired or created, including, without limitation, all of each Debtor's now owned or hereafter acquired right, title and interest in and to all cash, accounts, accounts receivable, goods, inventory, property, plant and equipment, commercial tort claims, intellectual property, contract rights, tax refunds, prepaid expenses, deposits, general intangibles, real estate, leaseholds (provided, however, with respect to the Debtors' non-residential real property leases, no liens or encumbrances shall be granted or extend to such leases themselves under this ~~Interim~~Final Order, except as permitted in the applicable lease or pursuant to applicable law, but rather any liens granted shall extend only to the proceeds realized upon the sale, assignment, termination, or other disposition of such leases, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds), all proceeds or property recovered in connection with actions under chapter 5 of the Bankruptcy Code ("Avoidance Actions") (provided that the lien on Avoidance Actions and proceeds of Avoidance Actions shall be limited to the proceeds and property recovered in connection therewith ~~and shall only attach hereunder to the extent approved in the Final Order~~), all intercompany claims, all claims and causes of action of each Debtor or its respective estate (including, without limitation, all commercial tort claims of every kind and description, whether described in specificity in the DIP Documents or not) and any and all proceeds and property recovered therefrom, any and all proceeds arising from insurance policies, all

intellectual property, and the equity interests of each direct subsidiary of each Debtor, which for the avoidance of doubt, shall include, without limiting the generality of the foregoing, all assets of each Debtor that constitute Prepetition Collateral, and all other property and assets including, without limitation, Cash Collateral, and all cash and non-cash proceeds, rents, products, substitutions, accessions, offspring and profits of any of the collateral described above (collectively, the "DIP Collateral"), subject only to prior payment of the Carve-Out; provided, however, that the DIP Collateral shall not include (i) any estate claims or causes of action against Boeing or any of its affiliates and any property or proceeds derived therefrom, or (ii) any commercial tort claims or Chapter 5 avoiding powers claims against entities other than insiders and affiliates of the Debtors [each as defined in the Bankruptcy Code], and any property or proceeds derived therefrom (collectively, the "Excluded Assets"). For the avoidance of doubt, commercial tort claims and Chapter 5 avoiding powers claims against insiders and affiliates of the Debtors are included in the DIP Collateral.

(b) The DIP Liens shall be effective immediately upon the entry of ~~this~~the Interim Order and this Final Order.

(c) The DIP Liens shall be and hereby are deemed fully perfected liens and security interests, effective and perfected upon the date of ~~this~~the Interim Order, without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing agreements, financing statements, account control agreements or any other agreements, filings or instruments, such that no additional actions need be taken by the DIP Agent, the DIP Lenders or any other party (including, without limitation, any depository bank or securities intermediary) to perfect such interests.

(d) At all times prior to indefeasible payment in cash in full of the DIP

Obligations, the priority of the DIP Liens will:

(i) Pursuant to sections 361, 362, 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, be perfected first priority liens (subject to Senior Third-Party Liens, if any) on all DIP Collateral;

(ii) Pursuant to section 364(c)(3) of the Bankruptcy Code, be perfected junior liens on all DIP Collateral that was, as of the Petition Date, subject to valid, properly perfected, (before the Petition Date or in accordance with section 546(b) of the Bankruptcy Code), non-avoidable and senior in priority as a matter of law liens in existence at the time of the commencement of these Chapter 11 Cases (other than the liens in favor of the Prepetition Lenders, which liens are "primed" pursuant to the liens described in subsection (iii) below) ("Senior Third-Party Liens"), with a priority immediately junior to any such Senior Third-Party Liens;

(iii) Pursuant to section 364(d) of the Bankruptcy Code, be perfected first priority, senior priming liens on all DIP Collateral that is subject to (a) the existing liens that secure the obligations of the applicable Debtors under or in connection with the Prepetition Credit Agreement and, (b) ~~subject to entry of the Final Order,~~ existing liens junior in priority to the liens granted in favor of the Prepetition Lenders, all of which existing liens (the "Primed Liens") shall be primed by and made subject and subordinate to the perfected first priority senior liens granted to the DIP Secured Parties hereunder, which senior priming liens in favor of the DIP Secured Parties shall also prime any liens granted after the commencement of these Chapter 11 Cases to provide adequate protection in respect of any of the Primed Liens; and

(iv) Pursuant to the terms of ~~this~~the Interim Order and this Final Order, be subject to the Carve- Out and any senior liens, if any, permitted under the DIP Documents.

14. DIP Secured Parties' Superpriority Claim. The DIP Secured Parties are hereby

granted an allowed superpriority administrative expense claim (the "DIP Superpriority Claim") pursuant to section 364(c)(1) of the Bankruptcy Code in each of these Chapter 11 Cases and in any successor case(s) under the Bankruptcy Code (including any case or cases under chapter 7 of the Bankruptcy Code, the "Successor Case(s)") for all DIP Obligations, which allowed DIP Superpriority Claim shall be payable from and have recourse to all pre- and postpetition property of the Debtors and all proceeds thereof including, without limitation ~~(subject to entry of a Final Order),~~, any proceeds or property recovered in connection with the pursuit of Avoidance Actions, except for the Excluded Assets. The DIP Superpriority Claim shall be subject and subordinate in priority of payment only to prior payment of the Carve-Out.

15. Survival of DIP Liens, DIP Superpriority Claim, Adequate Protection Liens, and Adequate Protection Superpriority Claim. The DIP Liens, DIP Superpriority Claim, Adequate Protection Liens and Adequate Protection Superpriority Claim and other rights and remedies granted under ~~this~~the Interim Order or this Final Order to the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders shall continue in these Chapter 11 Cases and any Successor Case(s), and shall be valid and enforceable against any trustee appointed in any or all of the Debtors' Chapter 11 Cases and upon the dismissal of any or all of the Debtors' Chapter 11 Cases, or in any Successor Case(s), and such liens and security interests shall maintain their first priority as provided in ~~this~~the Interim Order or this Final Order until all the DIP Obligations and the Prepetition Obligations have been indefeasibly paid in full in cash and the DIP Lenders' commitments have been terminated in accordance with the DIP Documents and this ~~Interim~~Final Order.

16. Adequate Protection for Prepetition Lenders. As adequate protection in respect of, and as consideration for any Diminution ~~resulting from any of the incurrence and payment of the~~

~~DIP Obligations, the use of Cash Collateral, the use of other Prepetition Collateral, the granting of the DIP Liens and the DIP Superpriority Claim, the subordination of the Prepetition Obligations to the DIP Obligations and the Carve-Out and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code~~, the Prepetition Lenders are hereby granted (in each case subject only to the DIP Liens, the DIP Superpriority Claim, and prior payment of the Carve-Out) the following adequate protection:

(a) Adequate Protection Liens. To secure the Adequate Protection Superpriority Claim (as defined below), the Prepetition Agent, for itself and for the benefit of the other Prepetition Lenders, is hereby granted (effective and perfected by operation of law immediately upon entry of ~~this~~the Interim Order and without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, account control agreements and other agreements, filings or instruments) valid, perfected, postpetition security interests and liens (the "Adequate Protection Liens") in and on all of the DIP Collateral, with a priority subject and subordinate only to (i) the DIP Liens, (ii) the Senior Third-Party Liens and (iii) prior payment of the Carve-Out.

(b) Adequate Protection Superpriority Claim. As further adequate protection, the Prepetition Agent, for itself and for the benefit of the other Prepetition Lenders, is hereby granted a superpriority claim to the extent of any Diminution, which claim shall have the priority afforded to it under section 507(b) of the Bankruptcy Code (the "Adequate Protection Superpriority Claim"), provided however, such Adequate Protection Superpriority Claim shall (i) be subordinate and subject only to the DIP Superpriority Claim and prior payment of the Carve-Out, and (ii) shall be entitled to all protections and benefits of section 507(b) of the Bankruptcy Code.

(c) Limited Roll-Up / Adequate Protection Payments. As further adequate protection, subject to paragraph 19, the Debtors' receipts shall be applied in satisfaction of Prepetition Obligations then outstanding as set forth in the DIP Agreement. For the avoidance of doubt, subject to paragraph 19, proceeds of sales outside the ordinary course, including from the Everett Sale Motion and the Kansas Sale Motion (each as defined below), shall first be applied to the DIP Loan prior to application to the Prepetition Obligations.

(d) Prepetition Lenders' Fees and Expenses. Subject to paragraph 19, the Debtors shall pay the reasonable fees, charges and expenses (including attorneys' fees and other professional expenses) of the Prepetition Lenders (in their capacities as such) who are also DIP Lenders in connection with these Chapter 11 Cases and any Successor Case(s), including, without limitation, in connection with (i) the preparation, negotiation, execution and delivery of the DIP Documents, ~~this~~the Interim Order and ~~any~~this Final Order, and the funding of all DIP Loans under the DIP Facility, (ii) the administration of the DIP Facility and any amendment or waiver of any provision of the DIP Documents, ~~this~~the Interim Order and ~~any~~this Final Order, (iii) the administration of these Chapter 11 Cases and any Successor Case(s), and (iv) the enforcement or protection of the DIP Secured Parties' or the Prepetition Lenders' rights and remedies under DIP Documents, the Prepetition Credit Agreement, ~~this~~the Interim Order and ~~any~~this Final Order. The Debtors' obligations to make such payments shall include, in each instance, any of such fees, charges, expenses and other amounts which were incurred or accrued but unpaid as of the date hereof, including amounts incurred prior to the Petition Date. Prior to any conversion of these Chapter 11 Cases to chapter 7, all such fees, costs and expenses shall be paid by the Debtors within twelve (12) days after delivery of an invoice (redacted for privilege) to the Debtors and without the need for further application to or order of the Court. A copy of such invoice shall be provided

by the Prepetition Lender to the U.S. Trustee, counsel for the DIP Agent and counsel for ~~any~~the Creditors' Committee at the same time as delivery to the Debtors. Notwithstanding the foregoing, if (x) the Debtors, the U.S. Trustee or ~~any~~the Creditors' Committee object to an invoice submitted by the Prepetition Lenders and (y) the parties cannot resolve such objection, in each case within the ten (10) day period following the ~~Debtors'~~objecting party's receipt of such invoice, the Debtors, the U.S. Trustee or ~~such~~the Creditors' Committee, as the case may be, shall file with the Court and serve on the Prepetition Lenders a fee objection (a "Prepetition Lenders Fee Objection"). The Debtors shall promptly pay and/or the DIP Lenders are hereby authorized to make an advance under the DIP Agreement to timely pay, any submitted invoice after the expiration of the ten (10) day period if no Prepetition Lenders Fee Objection has been filed with the Court and served on the DIP Agent in such ten (10) day period. If a Prepetition Lenders Fee Objection is timely filed and served, the Debtors shall promptly pay and/or the DIP Secured Parties are hereby authorized to make an advance under the DIP Agreement to timely pay, the undisputed amount of the invoice, and the Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the Prepetition Lenders Fee Objection. In all events, the payments pursuant to this subsection (~~e~~d) shall be subject to the rights reserved to third parties under paragraph 19.

(e) Reserved.

(f) 506(c) and 552(b) Waivers. ~~Subject to the entry of the Final Order, the~~The Prepetition Lenders' consent to use of Cash Collateral and Prepetition Collateral under ~~this~~the Interim Order and this Final Order and the Debtors' right to use Cash Collateral and Prepetition Collateral: (i) is in lieu of any section 506(c) claim, payment or priority for the costs or expenses of the administration of any of these Chapter 11 Cases; and (ii) is granted as consideration for (among other things) the waiver of the exceptions provided in sections 552(b)(1) and (2) of the

Bankruptcy Code, which exceptions are hereby waived.

(g) Access to Debtors' Management and Investment Banker. The Debtors shall cause their management team and their investment bankers (the "Investment Bankers") to be made available to provide periodic telephonic updates of such reports to the DIP Agent, the DIP Lenders and the Prepetition Lenders from time to time, as reasonably requested by the DIP Agent, at reasonable times to be mutually agreed; provided that in the event the DIP Lenders and/or Prepetition Lenders are a stalking horse bidder or otherwise actively involved in bidding on assets of the Debtors' estates, either the DIP Lenders and Prepetition Lenders will no longer be entitled to such information respecting sale efforts, or the Debtors and the DIP Lenders and Prepetition Lenders, in consultation with the Creditors' Committee, shall make arrangements to share such information only with representatives of the DIP Lenders and/or Prepetition Lenders who are not involved in the bidding process and are on the other side from the sale team of an ethical wall for such purpose.

(h) Reporting. As and when required under the terms of the DIP Agreement, the Debtors shall provide to the DIP Agent and each DIP Lender all of the financial information, operational information and related reports, documents and analyses required under the terms of the DIP Agreement. Weekly Approved Variance Reports shall be made available to the Creditors' Committee in accordance with Paragraph 4(d) above.

(i) Credit Bidding Rights. The Debtors and the DIP Secured Parties agree that in any sale of the DIP Collateral or Prepetition Collateral other than a sale in the ordinary course of business, the DIP Lenders and the Prepetition Lenders shall have the right, subject to Paragraph 19 below, to credit bid the DIP Obligations and Prepetition Obligations (as applicable) in accordance with section 363(k) of the Bankruptcy Code, provided that any such credit bid of

the Prepetition Lenders that does not also contain a credit bid of the DIP Obligation must contain a cash component satisfactory to satisfy in full the DIP Obligations unless the DIP Lenders agree otherwise. Nothing herein precludes the Creditors' Committee or other party in interest from opposing such credit bidding rights in accordance with section 363(k). The Debtors agree that any motion filed by the Debtors seeking approval of bid procedures will contain a request for approval of the right of the DIP Lenders and the Prepetition Lenders to credit bid the DIP Obligations and Prepetition Obligations (as applicable) and the DIP Lenders consent to the Prepetition Lenders being granted the right to credit bid in accordance with this subsection (i). ~~Subject to entry of a Final Order, the foregoing agreement shall operate as a finding that the DIP Lenders and the Prepetition Lenders shall have the right to credit bid the DIP Obligations and Prepetition Obligations (as applicable) in accordance with section 363(k) of the Bankruptcy Code (as set forth above) and the right of the DIP Lenders and Prepetition Lenders to credit bid in accordance with this subsection (i) shall not be modified or altered by any event, including entry of a subsequent order of the Court, without the prior written consent of each of the DIP Lenders and Prepetition Lenders.~~

(j) Further Adequate Protection. Nothing in this ~~Interim~~Final Order shall, or shall be deemed to, limit, abridge or otherwise affect the rights of the Prepetition Lenders to request at any time that the Court provide additional or further protection of their interests in the Prepetition Collateral (including the Cash Collateral) or to seek further or additional adequate protection in the event the adequate protection provided herein proves to be inadequate, subject to the Debtors' rights to contest any such request. No such further adequate protection may be granted absent notice and a hearing, and any such further adequate protection may be contested by the Creditors' Committee or any other party in interest.

17. Carve-Out.

(a) The DIP Liens, the DIP Superpriority Claim, the Adequate Protection Liens, the Adequate Protection Superpriority Claim and the Prepetition Liens shall be subject and subordinate to the prior payment of: (i) all fees required to be paid to (A) the clerk of the Bankruptcy Court and (B) the Office of the United States Trustee under section 1930(a) of Title 28 of the United States Code, plus interest required to be paid on any past due amount at the statutory rate (collectively, the "UST Carve-Out"); (ii) all reasonable fees and expenses, up to $50,000, incurred by a trustee under section 726(b) of the Bankruptcy Code (the "Chapter 7 Trustee Carve-Out"); (iii) a reasonable estimate, including a reasonable cushion (the "Carve-Out Funded Healthcare Costs") of the accrued but unpaid claims of the Debtors' current and former employees under the Debtors' existing health insurance policies that accrued after the Petition Date, including any such claims that have not yet been reported (the "Administrative Healthcare Claims"); (iv) to the extent allowed at any time (whether by interim order, procedural order or otherwise), all unpaid fees and expenses (the "Allowed Professional Fees") of persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") or by the Creditors' Committee pursuant to sections 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons"), that are incurred or earned at any time before or on the first Business Day following delivery by the DIP Agent of a Carve-Out Trigger Notice (as defined below), whether allowed prior to or after delivery of a Carve-Out Trigger Notice, in each case, to the extent set forth in the Approved Budget (the "Professional Fee Carve-Out"); and (~~iv~~v) Allowed Professional Fees of Professional Persons other than Investment Bankers in an aggregate amount not to exceed $250,000, plus Allowed Professional Fees of Investment Bankers, in each case incurred after the

first Business Day following delivery by the DIP Agent of the Carve-Out Trigger Notice, to the extent allowed at any time (the "Post-Trigger Carve-Out" and with the UST Carve-Out, the Chapter 7 Carve-Out, the Carve-Out Funded Healthcare Costs and the Professional Fee Carve-Out, the "Carve-Out"). "Carve-Out Trigger Notice" shall mean a written notice delivered by e-mail by the DIP Agent to lead restructuring counsel to the Debtors, the U.S. Trustee and counsel to the Creditors' Committee, stating that (a) the Carve-Out has been invoked, which notice may be delivered following the occurrence and during the continuation of an Event of Default under the DIP Agreement; (b) the DIP Loans have been accelerated and (c) the DIP Lenders do not intend to fund further advances under the DIP Loans, or consent to further use of Cash Collateral, except to the extent necessary to fund any portion of the Carve-Out required to be funded pursuant to this Order but not yet funded. Thereafter, if the DIP Lenders fund further advances under the DIP Loans (other than amounts required to be funded in accordance with this ~~Interim~~Final Order), or the DIP Lenders or the Prepetition Lenders consent to the use of Cash Collateral for the Debtors to operate in the ordinary course of business as going concerns, the Carve-Out Trigger Notice shall be deemed automatically revoked. If a Carve-Out Trigger Notice is revoked, the Carve-Out will operate as if the Carve-Out Trigger Notice was never delivered. While the Carve-Out shall include the fees of any Investment Bankers earned in conjunction with the consummation of a transaction or transactions as set forth in their respective engagement letters with the applicable Debtors, such amounts may be paid out of the collateral of the Prepetition Lenders and the DIP Lenders only to the extent such fees were (a) actually earned pursuant to the terms of the respective engagement letters with the Debtors in effect as of the date of the DIP Loan Documents (or as amended with the consent of the Required DIP Lenders), (b) approved by the Bankruptcy Court, and (c) earned in connection with transactions consented to by the Required DIP Lenders, or, to the extent such

transaction occurs in connection with a Plan, the class of creditors consisting exclusively of the Prepetition Lenders has voted to accept the treatment provided in such Plan .

(b) Reserve Accounts.

(i) The Debtors shall establish a segregated trust account not subject to the control of the Prepetition Agent, the Prepetition Lenders and/or the DIP Secured Parties (the "Professional Fee Reserve Account") for the sole purpose of paying unpaid Allowed Professional Fees to the extent set forth in the Approved Budget calculated on an accrual and not a cash-flow basis (the "Budgeted Professional Fees"), provided that the Debtors' obligations to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account. The Debtors shall, on a weekly basis commencing at the end of the first full calendar week following the Petition Date, transfer from the DIP Facility (by drawing from the DIP Facility) or from cash on hand, the Budgeted Professional Fees for the preceding calendar week into the Professional Fee Reserve Account. The Professional Fee Reserve Account (including any and all funds held therein) shall not be property of the Debtors' estates but shall be held in trust exclusively for the benefit of Professional Persons. Notwithstanding the foregoing, in accordance with section 17(b)(iii) of this Order, the DIP Secured Parties shall retain a residual interest in the Professional Fee Reserve Account (and any funds therein) to the extent such funds are not used to pay Allowed Professional Fees under the terms of this Order.

(ii) ~~As soon as practicable~~Within two (2) business days after a Carve-Out Trigger Notice is given by the DIP Agent (the "Termination Declaration Date"), an amount equal to the sum of (A) the difference between the amount of the Professional Fee Carve-Out (which amount, for the avoidance of doubt, shall be limited to the amount incurred in accordance with the Approved Budget) and the amount in the Professional Fee Reserve Account *plus* (B) the

Post-Trigger Carve-Out, shall be funded by the DIP Lenders, the Debtors from the DIP Facility (by drawing on the DIP Facility) or from cash on hand, into the Professional Fee Reserve.

(iii) In the event that, as determined by a final order of the Court, Allowed Professional Fees are less than the amount in the Professional Fee Reserve, then the excess shall be paid to the DIP Agent for application to the DIP Loans.

(iv) ~~As soon as practicable~~Within two (2) business days after the Termination Declaration Date, an amount equal to the sum of (A) the UST Carve-Out plus (B) the Chapter 7 Trustee Carve-Out, shall be funded into a separate segregated account (the "Carve-Out Reserve Account"). All funds in the Carve-Out Reserve Account shall be used to pay the UST Carve-Out and the Chapter 7 Trustee Carve-Out.

(v) Within two (2) business days after the earlier of the Termination Declaration Date and the Maturity Date, an amount equal to the Carve-Out Funded Healthcare Costs shall be funded into a separate segregated account (the "Healthcare Escrow"). All funds in the Healthcare Escrow shall be used to pay Administrative Healthcare Claims. The DIP Secured Parties shall retain a residual interest in the Healthcare Escrow (and any funds therein) to the extent such funds are not used to pay Administrative Healthcare Claims.

~~(v)~~(vi) The Carve-Out shall be effective upon entry of ~~this~~the Interim Order and shall not be rendered ineffective as a result of the occurrence, or non-occurrence, of any event or circumstance thereafter.

~~(vi)~~(vii) Upon the consummation of a sale of the Everett Assets and the Kansas Assets, in each case, consented to by the Required DIP Lenders, the Debtors shall be authorized and directed (without the requirement to have received a Carve-Out Trigger Notice) to transfer from the proceeds of such sale(s) ~~the sum of~~no less than $500,000 for Everett and $500,000

for Kansas (the "Wind-Down Funds") for the amount of wind-down expenses expected to be incurred to wind down the estate(s) associated with such location after consummation of such sale. The Wind-Down Funds are not intended to be part of the Carve-Out and will only be required to be funded out of the proceeds of such sale in connection with a sale approved by the Required DIP Lenders and the Prepetition Lenders constituting the "Required Lenders" under the Prepetition Credit Agreement (the "Required Prepetition Lenders").

18. Release. The release, discharge, waivers, settlements, compromises and agreements set forth in this paragraph 18 and the stipulations set forth in paragraph D of this ~~Interim~~Final Order shall, except as set forth in this paragraph 18, be deemed effective upon entry of the Interim Order, subject only to the rights set forth in paragraph 19 below.

(a) The Debtors forever and irrevocably release, discharge and acquit each of the DIP Secured Parties in their capacities as such, their affiliates and predecessors in interest, and their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, advisors, legal advisors, shareholders, managers, consultants, accountants and attorneys (each in their respective capacities as such) (collectively, the "DIP Lender Releasees"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type at any time arising prior to the Petition Date, and all claims and causes of action under chapter 5 of the Bankruptcy Code.

(b) ~~Subject to~~Upon entry of ~~the~~this Final Order, the Debtors forever and irrevocably release, discharge and acquit each of the Prepetition Lenders in their capacities as such, and their respective affiliates and predecessors in interest, and their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, advisors, legal advisors, shareholders, managers, consultants, accountants and attorneys (each in their

respective capacities as such) (collectively, the "Prepetition Lender Releasees"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type at any time arising prior to the Petition Date, and all claims and causes of action under chapter 5 of the Bankruptcy Code.

(c) ~~Subject to~~Upon entry of ~~the~~this Final Order, the Debtors forever and irrevocably release, discharge and acquit The Boeing Company and its affiliates and predecessors in interest, and their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, advisors, legal advisors, shareholders, managers, consultants, accountants and attorneys (each in their respective capacities as such) (collectively, the "Trade Creditor Releasees" and collectively with the DIP Lender Releasees and the Prepetition Lender Releasees, the "Releasees"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type at any time arising prior to the Petition Date, and all claims and causes of action under chapter 5 of the Bankruptcy Code, relating in any way, directly or indirectly, to the trade relationship between Debtors and The Boeing Company.

(d) Notwithstanding the foregoing, such waivers and releases shall not affect ordinary course business adjustments of amounts due to or from The Boeing Company on account of their commercial relationships as manufacturer and customer.

19. Reservation of Certain Third Party Rights and Bar of Challenges and Claims. ~~Upon entry of this Interim Order, the~~The releases set forth in paragraph 18(a) above and the stipulations set forth in paragraph D of this ~~Interim~~Final Order shall be binding upon the Debtors upon entry of the Interim Order and~~, subject to entry of the Final Order,~~ the releases set forth in paragraphs

18(b) (and (c) above shall be binding on the Debtors upon entry of this Final Order. In addition, suchthe releases and set forth in paragraphs 18(a), (b) and (c), and the stipulations set forth in paragraph D, shall be binding upon each other party in interest, including the Creditors' Committee, if any, unless a party in interest having standing, *first*, commences, within seventy-five (75) calendar days following the date of entry of this Interim Order (with respect to challenges respecting the releases set forth in paragraph 18(c), no later than July 19, 2021, and with respect to all other matters described in this Section 19 as subject to a Challenge (including without limitation the releases set forth in Section 18(a) and 18(b), and perfection or priority of the Prepetition Obligations), no later than June 21, 2021 (in each case the "Challenge Period," and the date that is the next calendar day after the termination of the Challenge Period in the event that either (i) no Challenge (as defined below) is properly raised during the Challenge Period or (ii) with respect only to those parties who properly and timely file a Challenge and only for the matters specifically set forth in such Challenge, such Challenge is fully and finally adjudicated, shall be referred to as the "Challenge Period Termination Date"), (A) a contested matter, adversary proceeding, or other action or claim (as defined in the Bankruptcy Code) challenging or otherwise objecting to the releases set forth in paragraph 18 above or the stipulations set forth in paragraph D of this InterimFinal Order or (B) a contested matter, adversary proceeding, or other action or claim (as defined in the Bankruptcy Code) against any Releasee relating to any pre-Petition Date act, omission or aspect of the relationship between such Releasee and the Debtors ((A) and (B) being, collectively, the "Challenges" and, each individually, a "Challenge"), and, *second*, obtains a final, non-appealable order in favor of such party in interest sustaining any such Challenge in any such timely-filed contested matter, adversary proceeding or other action; provided, that, any trustee that is appointed in these Chapter 11 Cases or any Successor Case prior to the expiration

of the Challenge Period shall have until the later of the expiration of the Challenge Period or 10 days after such trustee's appointment to commence a Challenge. If standing is granted to the Committee or other party in interest to commence a Challenge by order of the Court entered within three (3) business days of expiration of the Challenge Period, the Challenge Period shall be extended for an additional three (3) business days. The Challenge Period may be extended upon stipulation of the Creditors' Committee, the Debtors, and the Prepetition Agent, or upon order of the Court for cause shown. Upon the Challenge Period Termination Date and for all purposes in these Chapter 11 Cases and any Successor Case(s), (i) any and all such Challenges by any party in interest shall be deemed to be forever released, waived and barred and (ii) the releases in paragraph 18 above and the stipulations contained in paragraph D of this ~~Interim~~Final Order shall be binding on all parties in interest, including any Creditors' Committee. Notwithstanding the foregoing, to the extent a motion seeking standing to commence a Challenge is filed prior to the expiration of the Challenge Period and the Challenge Period expires before such motion is ruled upon by this Court, the Challenge Period shall be extended to the first hearing date available after the filing of such motion within the requisite notice period provided under the applicable Local Rules and the Bankruptcy Rules. The Prepetition Lenders, Prepetition Agent, DIP Lenders, DIP Agent, and the Debtors stipulate and agree that ~~each~~none of the Prepetition Lenders, Prepetition Agent, DIP Lenders, DIP Agent, or Debtors will ~~not~~ raise as a defense in connection with any Challenge the ability of creditors to file derivative suits on behalf of limited liability companies. ~~This~~Notwithstanding any other provision of this Final Order, this Court may fashion any appropriate remedy following a successful Challenge.

20. Restrictions on Use of Funds. Notwithstanding anything in ~~this~~the Interim Order, this Final Order or the DIP Documents to the contrary, without the express written consent of the

DIP Agent and the Prepetition Agent, no proceeds of the DIP Facility, any DIP Collateral or Prepetition Collateral (including, without limitation, Cash Collateral) or any portion of the Carve-Out may be used to pay any claims for services rendered by any professionals retained by the Debtors, any creditor or party in interest, ~~any~~the Creditors' Committee, any trustee appointed under these Chapter 11 Cases or any Successor Case(s) or any other party to (a) request authorization to obtain postpetition loans or other financial accommodations pursuant to section 364 of the Bankruptcy Code or otherwise, other than from the DIP Secured Parties, unless the proceeds of such loans or accommodations are or will be sufficient, and will be used, to indefeasibly pay in full in cash all DIP Obligations, or (b) investigate (except as set forth in this paragraph below), assert, join, commence, support or prosecute any Challenge or other action or claim, counter-claim, proceeding, application, motion, objection, defense, or other adversary proceeding or contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of the DIP Secured Parties or any other Releasee with respect to any transaction, occurrence, omission or action including, without limitation, (i) any actions under chapter 5 of the Bankruptcy Code, (ii) any action relating to any act, omission or aspect of the relationship between or among any of the Releasees, on the one hand, and any of the Debtors, on the other, (iii) any action with respect to the validity and extent of the DIP Obligations, the Prepetition Obligations or the validity, extent and priority of the DIP Liens, the Prepetition Liens or the Adequate Protection Liens, (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the DIP Obligations, the DIP Liens, the Prepetition Obligations, the Prepetition Liens, the Adequate Protection Superpriority Claim or the Adequate Protection Liens or (v) any action that has the effect of preventing, hindering or delaying (whether directly or indirectly) any DIP Secured Party in respect of the enforcement of the DIP Liens, ~~(c) subject to~~

~~authority provided to the Debtors pursuant to the DIP Documents, pay any claim (as defined in the Bankruptcy Code) of a prepetition creditor (as defined in the Bankruptcy Code) if the Debtors have received a written objection to such payment from the DIP Agent, and/or (d~~and/or (c) use or seek to use Cash Collateral or sell or otherwise dispose of DIP Collateral, unless otherwise permitted hereby or by the DIP Documents, without the express written consent of the applicable DIP Secured Parties. Notwithstanding the foregoing, up to $~~50~~75,000 in the aggregate of the DIP Facility, DIP Collateral, Cash Collateral and Carve-Out (the "Investigation Amount") may be used by a Creditors' Committee during the Challenge Period to investigate claims against the Releasees. For the avoidance of doubt, fees and expenses of the Creditors' Committee incurred in preparing, filing, and prosecuting objections to the DIP Motion, any sale motion, disclosure statement or plan of reorganization in these Chapter 11 Cases, or in contesting whether the DIP Secured Parties or Prepetition Secured Parties have the right to any exercise of remedies, shall not be included within the Investigation Amount.

21. Remedies and Stay Modification. The provisions of this paragraph 21 are each subject to the Carve-Out.

(a) The automatic stay provisions of section 362 of the Bankruptcy Code are, to the extent applicable, vacated and modified without further application or motion to, or order from, the Court, to the extent necessary so as to permit the following, and neither section 105 of the Bankruptcy Code nor any other provision of the Bankruptcy Code or applicable law shall be utilized to prohibit the exercise, enjoyment and enforcement of any of such rights, benefits, privileges and remedies regardless of any change in circumstances (whether or not foreseeable), whether or not an Event of Default (as defined in the DIP Agreement) under the DIP Documents or a material default by any of the Debtors of any of their obligations under ~~this~~the Interim Order

or this Final Order has occurred: (i) the right to require all cash, checks or other collections or proceeds from DIP Collateral received by any of the Debtors to be deposited in accordance with the requirements of the DIP Documents or written instructions of the DIP Agent, and to apply any amounts so deposited and other amounts paid to or received by the DIP Secured Parties under the DIP Documents in accordance with any requirements of the DIP Documents; (ii) the right to file or record any financing statements, mortgages or other instruments or other documents to evidence the security interests in and liens upon the DIP Collateral; (iii) the right to charge and collect any interest, fees, costs and other expenses accruing at any time under the DIP Documents as provided therein; and (iv) the right to give the Debtors any notice provided for in any of the DIP Documents or this ~~Interim~~Final Order.

(b) Subject to paragraph 21(f) below, the automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified without the need for further Court order to permit the DIP Secured Parties, upon the occurrence and during the continuance of an Event of Default under the DIP Agreement or the Debtors' violation of any material provision of ~~this~~the Interim Order or this Final Order, and without any interference from the Debtors ~~or any other party in interest~~, to (i) (A) cease making DIP Loans and/or suspend or terminate the commitments under the DIP Documents, and (B) declare all DIP Obligations immediately due and payable, and (ii) subject to five (5) calendar days' prior written notice (which may be delivered by electronic mail~~)~~, and which shall be subject to Bankruptcy Rule 9006(a)(1)(C)) (the "Remedies Notice Period") to the Debtors, their counsel, counsel to ~~any~~the Creditors' Committee and the U.S. Trustee, to exercise all rights and remedies provided for in the DIP Documents, this ~~Interim~~Final Order or under other applicable bankruptcy and non-bankruptcy law including, without limitation, the right to (A) take any actions reasonably calculated to preserve or safeguard the DIP Collateral or to

prepare the DIP Collateral for sale; (B) foreclose or otherwise enforce the DIP Liens on any or all of the DIP Collateral; (C) set off any amounts held as Cash Collateral (including, without limitation, in any Cash Collateral account held for the benefit of the DIP Secured Parties); (D) invoke the "operational continuity" provisions of Section 9.03 of the DIP Agreement allowing The Boeing Company, upon the occurrence of the specified Events of Default therein, to occupy the Debtors' premises, continue production at Debtors' facilities, and otherwise maintain operations, all in accordance with the Approved Budget~~, provided that after entry of the Final Order such right to effectuate the operational continuity provisions shall not be subject to the Remedies Notice Period~~; and/or (E) exercise any other default-related rights and remedies under the DIP Documents, this ~~Interim~~Final Order or applicable law. In addition, notwithstanding the Remedies Notice Period, either or both of The Boeing Company and/or the DIP Agent, as applicable, may petition the Court upon such shortened notice period as the Court may allow in order to (y) ~~prior to entry of the Final Order,~~ invoke such operational continuity provisions, and/or (z) request the appointment of a replacement Chief Restructuring Officer with operational control over the Debtors' estates, in each case to ensure continued operation of the business of the Debtors in accordance with the Approved Budget. The Remedies Notice Period shall run concurrently with any notice period provided for under the DIP Documents.

(c) Notwithstanding anything herein to the contrary, immediately upon the occurrence of a Termination Event or a default by any of the Debtors of any of their obligations under this ~~Interim~~Final Order, the DIP Lender may charge interest at the default rate set forth in the DIP Documents, regardless of any notice thereof and without being subject to the Remedies Notice Period.

(d) The automatic stay of section 362(a) of the Bankruptcy Code, to the extent

applicable, shall be deemed terminated without the necessity of any further action by the Court in the event that any party in interest has not obtained an order providing otherwise from this Court prior to the expiration of the Remedies Notice Period.

(e) If the DIP Secured Parties are entitled, and have elected in accordance with the provisions hereof, to enforce their liens or security interests or exercise any other default-related remedies following expiration of the Remedies Notice Period, the Debtors shall cooperate with the DIP Secured Parties in connection with such enforcement by, among other things, in accordance with applicable non-bankruptcy law, (A) providing at all reasonable times access to the DIP Collateral and the Debtors' premises to representatives or agents of the DIP Secured Parties (including any collateral liquidator or consultant), (B) providing the DIP Secured Parties and their representatives or agents, at all reasonable times, access to the Debtors' books and records and any information or documents requested by the DIP Secured Parties or their representatives or agents, (C) performing all other obligations set forth in the DIP Documents and (D) taking reasonable steps to safeguard and protect the DIP Collateral, and the Debtors shall not otherwise interfere with or actively encourage others to interfere with the DIP Secured Parties' enforcement of rights.

(f) Upon the occurrence and during the continuance of an Event of Default under the DIP Documents, a violation of the terms of this ~~Interim~~Final Order or any other Termination Event, and including during the pendency of any applicable Remedies Notice Period, the DIP Secured Parties shall have no further obligation to provide financing under the DIP Documents, except to the extent necessary to allow the Debtors to (y) fund any payroll obligations scheduled to be paid in the five (5) business days after the initiation of a Remedies Notice Period and (z) fund payments to ordinary course unaffiliated trade vendors and ordinary course

unaffiliated service providers who shipped goods or provided services postpetition prior to the commencement of the Remedies Notice Period, provided that the maximum amount to be funded under this clause (z) shall be (I) prior to closing of the Everett Sale, $3,000,000, and (II) after closing of the Everett Sale, $1,500,000. Upon (i) initiation of a Remedies Notice Period or (ii) the occurrence of a Maturity Date, the DIP Secured Parties and the Prepetition Lenders shall have no further obligation to permit the continued use of Cash Collateral, except to the extent necessary to allow the Debtors to fund any payroll obligations scheduled to be paid in the five (5) business days after the initiation of a Remedies Notice Period. Once the Debtors' right to use Cash Collateral is no longer permitted by this ~~Interim~~Final Order, the Debtors shall be prohibited from using any Cash Collateral under this ~~Interim~~Final Order until such time (if any) as the Prepetition Lenders and the DIP Secured Parties have consented to further use of Cash Collateral except to the extent necessary to allow the Debtors to fund any payroll obligations scheduled to be paid in the five (5) business days after the Debtors are no longer permitted to use Cash Collateral pursuant to this ~~Interim~~Final Order.

(g) Upon the occurrence and during the continuance of an Event of Default under the DIP Documents, a violation of the terms of this ~~Interim~~Final Order, or any other Termination Event, the DIP Secured Parties on behalf of the Prepetition Lenders may at all times continue to collect and sweep cash as provided herein or as provided in the DIP Documents, provided that sufficient funds are (or have been) set aside to fund the Carve-Out and payment of all accrued but unpaid expenses set forth in the Approved Budget through the date of the commencement of the Remedies Notice Period.

(h) This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders pursuant to the provisions of this ~~Interim~~Final Order and relating to

the application, re-imposition or continuance of the automatic stay of section 362(a) of the Bankruptcy Code or other injunctive relief requested.

22. Limitation on Surcharge. Without limiting the terms of the Carve-Out ~~and subject to the entry of the Final Order~~, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any Successor Case(s) at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the DIP Secured Parties, the Carve-Out (other than parties entitled to assert a right to be paid amounts in respect of the Carve-Out), the DIP Collateral or the Prepetition Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the DIP Agent and the Prepetition Agent (and the beneficiaries of the Carve-Out in the case of a surcharge in respect of the Carve-Out). No action, inaction or acquiescence by the DIP Secured Parties or the Prepetition Lenders shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the DIP Secured Parties, the DIP Collateral, the Prepetition Lenders or the Prepetition Collateral.

23. No Marshaling. ~~Subject to entry of a Final Order, the~~The DIP Secured Parties (and after payment in full of the DIP Obligations, the Prepetition Lenders) shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral. Without limiting the generality of the immediately preceding sentence~~, from and after the entry of the Final Order~~, no party (other than the DIP Secured Parties and after payment in full of the DIP Obligations, the Prepetition Lenders) shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the DIP Collateral or the Prepetition Collateral (as applicable) after an Event of Default under the DIP Documents.

24. Additional Perfection Measures.

(a) If the DIP Agent, in its sole discretion, requests that the Debtors execute additional DIP Loan documentation or chooses to take any action to obtain consents from any landlord, licensor or other party in interest, to file mortgages, financing statements, notices of lien or similar instruments, or to otherwise record or perfect such security interests and liens, the DIP Agent is hereby authorized, but not directed to, take such action or to request that Debtors take such action on its behalf (and Debtors are hereby authorized to take such action) and:

(i) any such documents or instruments shall be deemed to have been recorded and filed as of the Petition Date; and

(ii) no defect in any such act shall affect or impair the validity, perfection and enforceability of the liens granted hereunder.

(b) In lieu of obtaining such consents or filing any mortgages, financing statements, notices of lien or similar instruments, each of the DIP Agent and the Prepetition Agent may, in its respective sole discretion, choose to file a true and complete copy of ~~this~~the Interim Order or this Final Order in any place at which any such instruments would or could be filed, together with a description of the DIP Collateral, and such filing by the DIP Agent or Prepetition Agent shall have the same effect as if such mortgages, deeds of trust, financing statements, notices of lien or similar instruments had been filed or recorded on the Petition Date.

(c) Notwithstanding anything to the contrary in the Interim Order or this Final Order, (i) nothing in the Interim Order or this Final Order grants liens (including the DIP Liens and the Adequate Protection Liens) on the Excluded Assets, and (ii) the superpriority claims granted to the DIP Secured Parties and the Prepetition Secured Parties pursuant to the terms of the Interim Order and this Final Order (including the DIP Superpriority Claim and the Adequate

Protection Superpriority Claim) shall not have recourse to, or be payable from the Excluded Assets.

25. Application of Collateral Proceeds. To the extent required by ~~this~~the Interim Order, this Final Order and the DIP Documents, subject to an order of the Court to the contrary, after (a) an Event of Default, (b) the receipt by the Debtors of written notice that the DIP Lenders will no longer fund the Debtors through the proceeds of the DIP Loans or by consenting to the Debtors' use of Cash Collateral, and (c) the expiration of the Remedies Notice Period, the Debtors are hereby authorized and directed to remit to the DIP Agent, subject to the payment of the Carve-Out, one hundred percent (100%) of all collections on, and proceeds of, the DIP Collateral until the DIP Obligations are paid in full, and the automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to permit the DIP Lender to retain and apply all collections, remittances and proceeds of the DIP Collateral in accordance with the DIP Documents. In furtherance of the foregoing, (a) all cash, securities, investment property and other items of any Debtor deposited with any bank or other financial institution shall be subject to a perfected, first priority security interest in favor of the DIP Secured Parties, (b) upon the occurrence and during the continuance of a Termination Event and the expiration of the Remedies Notice Period, each bank or other financial institution with an account of any Debtor is hereby authorized to (i) comply at all times with any instructions originated by the DIP Agent (or its nominee) to such bank or financial institution directing the disposition of cash, securities, investment property and other items from time to time credited to such account, without further consent of any Debtor, including, without limitation, any instruction to send to the DIP Agent (or its nominee) by wire transfer (to such account as the DIP Agent (or its nominee) shall specify, or in such other manner as the DIP Agent (or its nominee) shall direct) all such cash, securities, investment property and other items

held by it, and, (ii) ~~subject to entry of a Final Order,~~ waive any right of set off, banker's lien or other similar lien, security interest or encumbrance that is or may be invoked against the DIP Agent (or its nominee) and (c) any deposit account or securities account control agreement executed and delivered by any bank or other financial institution or any Debtor and the Prepetition Agent prior to the Petition Date in connection with the Prepetition Loan Documents shall establish co-control in favor of the DIP Agent of any and all accounts subject thereto and any and all cash, securities, investment property and other items of any Debtor deposited therein to secure the DIP Obligations (provided that primary control rights shall vest in the DIP Agent), and all rights thereunder in favor of the Prepetition Agent shall inure also to the benefit of, and shall be exercisable exclusively by, the DIP Agent, until all of the DIP Obligations have been paid in full in cash, at which time all rights shall automatically revert to the Prepetition Agent, solely to the extent such deposit account or securities account control agreement relates to Cash Collateral.

26. Lenders Not Responsible Persons. In (a) making the decision to make the DIP Loans and consent to the use of Cash Collateral, (b) extending other financial accommodations to the Debtors under the DIP Documents, and (c) ~~subject to entry of the Final Order,~~ making the decision to collect the indebtedness and obligations of the Debtors, neither the DIP Agent nor any other DIP Secured Party nor any Prepetition Lender shall be considered to owe any fiduciary obligation to the Debtors or any other party with respect to their exercise of any consent or other rights afforded them under the DIP Documents, the Interim Order or this ~~Interim~~Final Order.

27. Successors and Assigns. The DIP Documents and the provisions of ~~this~~the Interim Order and this Final Order shall be binding upon the Debtors and the DIP Agent, the other DIP Secured Parties, the Prepetition Lenders and each of their respective successors and assigns, and shall inure to the benefit of the Debtors, the DIP Agent, the other DIP Secured Parties, the

Prepetition Agent and the other Prepetition Lenders and each of their respective successors and assigns including, without limitation, any trustee, examiner with expanded powers, responsible officer, estate administrator or representative, or similar person appointed or elected in a case for any Debtor under any chapter of the Bankruptcy Code, including any Successor Case. The terms and provisions of ~~this~~the Interim Order and this Final Order shall also be binding on all of the Debtors' creditors, equity holders and all other parties in interest, including, but not limited to a trustee appointed or elected under chapter 7 or chapter 11 of the Bankruptcy Code.

28. Binding Nature of Agreement. Each of the DIP Documents to which any of the Debtors are or will become a party shall constitute legal, valid and binding obligations of the Debtors party thereto, enforceable in accordance with their terms.

29. Subsequent Reversal or Modification. This ~~Interim~~Final Order is entered pursuant to section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the DIP Secured Parties all protections and benefits afforded by section 364(e) of the Bankruptcy Code.

30. Collateral Rights. Subject to any order of the Bankruptcy Court entered without the objection of the DIP Agent authorizing the Debtors to make payments to prepetition creditors, ~~and subject to entry of a Final Order,~~ if any party who holds a lien or security interest in DIP Collateral or Prepetition Collateral that is junior or otherwise subordinate to the DIP Liens, the Adequate Protection Liens or the Prepetition Liens in such DIP Collateral receives or is paid the proceeds of such DIP Collateral or Prepetition Collateral, or receives any other payment with respect thereto from any other source prior to the indefeasible payment in full in cash and the complete satisfaction of (a) all DIP Obligations under the DIP Documents and termination of the commitments thereunder in accordance with the DIP Documents and, as applicable (b) the Prepetition Obligations under the Prepetition Loan Documents, such junior or subordinate lienholder shall be

deemed to have received, and shall hold, the proceeds of any such DIP Collateral or Prepetition Collateral, as applicable, in trust for the DIP Secured Parties or Prepetition Lenders, as applicable, and shall immediately turn over such proceeds to the DIP Agent or Prepetition Agent, as applicable, for application to repay the DIP Obligations and, as applicable, the Prepetition Obligations, in accordance with the DIP Documents, the Prepetition Loan Documents, the Interim Order and this ~~Interim~~Final Order until the DIP Obligations and the Prepetition Obligations, as applicable, are indefeasibly paid in full in cash.

31. No Waiver. This ~~Interim~~Final Order shall not be construed in any way as a waiver or relinquishment of any rights that the DIP Secured Parties may have to bring or be heard on any matter brought before this Court.

32. Reserved.

33. Case Milestones. The Debtors agree to adhere to the following milestones with respect to the Chapter 11 Cases, provided that any milestone may be modified with the consent of the DIP Agent ("Case Milestones"):

Case Milestones	~~(a)~~ No later than ~~one (1) day after the Petition Date, the Debtors will have filed a motion requesting approval of the Interim Order and the Final Order.~~ ~~(a) No later than~~ [~~fifty-~~five (~~5) days after the Petition Date, the Court will have entered the Interim Order, in form and substance reasonably acceptable to the DIP Agent.~~ ~~(b) No later than thirty-five (35) days after the Petition Date, the Court will have entered the Final Order, in form and substance reasonably acceptable to the DIP Agent.~~ ~~(c) No later than one (1) day after the Petition Date, the Debtors will have filed a motion requesting~~

	approval of the Debtors' continued obligations respecting use of the lock box and other cash management provisions in effect prior to the Petition Date. (d) No later than five (5)55)] days after the Petition Date, the Court will have entered an order approving such cash management provisions on an interim basis. (e) No later than thirty-five (35) days after the Petition Date, the Court will have entered an order approving such cash management provisions on a final basis. (f) No later than thirty-five (35) days after the Petition Date, the Court will have entered an order appointing a representative of Winter Harbor, LLC as Chief Restructuring Officer of the Debtors, in form and substance reasonably acceptable to the DIP Agent. (g) No later than thirty-five (35) days after the Petition Date, the Court will have entered an order approving the retention of an investment banker or business broker reasonably acceptable to the DIP Agent to sell substantially all of the Debtors' assets through one or more sales under section 363 of the Bankruptcy Code. (a) No later than ten (10) days after the Petition Date, the Debtors will have filed a motion (the "Everett Sale Motion"), in form and substance reasonably acceptable to the DIP Agent, for approval ofthe sale and bidding procedures (the "Everett Bidding Procedures") relating to the sale of the Debtors' Everett, Washington assets (the "Everett Assets"), including the designation of") to a stalking horse purchaser (the "Everett Stalking Horse") for such assets. The Everett Sale Motion will, among other things, (i) establish a bidding and sale process for the Everett Assets, including scheduling an auction to be held approximately forty-").

	~~(h)~~(b) No later than five (~~45~~)5) business days after the ~~Petition Date (the "Everett Auction Date"), and (ii) seek approval of~~auction date established in accordance with the Everett Bidding Procedures, the Court will have entered an order approving the sale of the Everett Assets to the Everett Stalking Horse or such other successful bidder or bidders as determined at ~~the Auction.~~such auction, if held (the "Everett Sale Order"). ~~(i) No later than thirty-five (35) days after the Petition Date, the Court will have entered an order approving the Everett Bidding Procedures.~~ ~~(j) No later than five (5) business days after the Auction Date, the Court will have entered an order approving the sale of the Everett Assets to the Everett Stalking Horse or such other successful bidder or bidders as determined at the Auction, if held (the "Everett Sale Order").~~ ~~(k)~~(c) No later than three (3) business days after entry of the Everett Sale Order, the closing of the sale of the Everett Assets shall have occurred. ~~(l)~~(d) No later than sixty (60) days after the Petition Date, the Debtors will have filed a motion (the "Kansas Sale Motion"), in form and substance reasonably acceptable to the DIP Agent, for approval of sale and bidding procedures (the "Kansas Bidding Procedures") relating to the sale of the Debtors' Kansas assets (the "Kansas Assets"). ~~(m)~~(e) No later than one hundred five (105) days after the Petition Date, the Court will have entered an order approving the sale of the Kansas Assets (the "Kansas Sale Order"). ~~(n)~~(f) No later than three (3) business days after entry of the Kansas Sale Order, the closing of the sale of the Kansas Assets shall have occurred. ~~(o)~~(g) No later than one hundred five (105) days after the Petition Date, the Debtors will have filed a chapter 11 plan ("Plan") and accompanying

	disclosure statement ("Disclosure Statement"), in each case, in form and substance reasonably acceptable to the DIP Agent. ~~(p)~~(h) The Bankruptcy Court will have entered an order approving the Disclosure Statement on or before the date which is forty-five (45) days after its filing, and will have entered an order confirming the Plan no later than ninety (90) days after its filing. ~~(q)~~(i) The effective date of the Plan shall have occurred on or prior to the date which is thirty (30) days after entry of the order confirming the Plan.

For the avoidance of doubt, failure to comply with the Case Milestones or the other provisions of this paragraph 33 shall be a Termination Event for purposes of this ~~Interim~~Final Order.

34. Dismissal and Conversion. If an order dismissing or converting any of these Chapter 11 Cases under sections 305 or 1112 of the Bankruptcy Code or otherwise, or appointing a chapter 11 trustee or a responsible officer or examiner with expanded powers, is at any time entered, such order shall provide that (a) the DIP Liens, the DIP Superpriority Claim, the Adequate Protection Liens and the Adequate Protection Superpriority Claim granted hereunder and in the DIP Documents shall continue in full force and effect, remain binding on all parties in interest, and maintain their priorities as provided in ~~this~~the Interim Order, this Final Order and the DIP Documents and (b) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the DIP Liens, the DIP Superpriority Claim, the Adequate Protection Liens and the Adequate Protection Superpriority Claim. Any motion by the Debtors to dismiss any of these Chapter 11 Cases shall be filed on no less than 21 days' notice unless the DIP Agent specifically consents to a shorter notice period.

35. Limits on Lenders' Liability. ~~Nothing~~Subject to Paragraph 19, nothing in ~~this~~the Interim Order, this Final Order or in any of the DIP Documents or any other documents related to this transaction shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, any other DIP Secured Party, the Prepetition Agent or any other Prepetition Lender, in their respective capacities as such, of any liability for any claims arising from any and all activities by the Debtors or any of their subsidiaries or affiliates in the operation of their businesses or in connection with their restructuring efforts.

36. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Documents, the Motion, the Requested Relief or any other agreements, on the one hand, and (b) the terms and provisions of this ~~Interim~~Final Order, on the other hand, unless such term or provision herein is phrased in terms of "as defined in" "as set forth in" or "as more fully described in" the DIP Documents (or words of similar import), the terms and provisions of this ~~Interim~~Final Order shall govern.

37. No Third Party Beneficiary. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect or incidental beneficiary.

38. Survival. Except as otherwise provided herein, (a) the protections afforded under this ~~Interim~~Final Order, and any actions taken pursuant thereto, shall survive the entry of an order (i) to the fullest extent permitted by applicable law, dismissing any of these Chapter 11 Cases or (ii) converting any of these Chapter 11 Cases to a case pursuant to chapter 7 of the Bankruptcy Code, and (b) the DIP Liens, the Adequate Protection Liens, the DIP Superpriority Claim and the Adequate Protection Superpriority Claim shall continue in these Chapter 11 Cases, any such Successor Case(s) or, to the fullest extent permitted by applicable law, after any such dismissal.

Except as otherwise provided herein, the DIP Liens, the Adequate Protection Liens, the DIP Superpriority Claim and the Adequate Protection Superpriority Claim shall maintain their priorities as provided in ~~this~~the Interim Order, ~~the~~this Final Order and the DIP Documents, and not be modified, altered or impaired in any way by any other financing, extension of credit, incurrence of indebtedness (except with respect to any additional financing to be provided by the DIP Secured Parties in accordance with the DIP Agreement and ~~any~~this Final Order), or any conversion of any of these Chapter 11 Cases into a case pursuant to chapter 7 of the Bankruptcy Code or, to the fullest extent permitted by applicable law, dismissal of any of these Chapter 11 Cases, or by any other act or omission until: (i) all DIP Obligations are indefeasibly paid in full in cash and completely satisfied, and the commitments under the DIP Documents are terminated in accordance therewith, and (ii) the Prepetition Obligations have been or are deemed to have been satisfied in accordance with the Bankruptcy Code.

~~39. Adequate Notice/Scheduling of Final Hearing. The notice given by the Debtors of the Interim Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(b), (c), and (d) and the Local Rules. Any objection to the relief sought at the Final Hearing shall be filed on or prior to **April 29, 2021 at 4:00 p.m. (prevailing Eastern Time)** and served on the following parties: (i) proposed counsel for the Debtors, Richards, Layton & Finger, P.A., Daniel J. DeFranceschi (defranceschi@rlf.com), Paul N. Heath (heath@rlf.com), and Zachary I. Shapiro (shapiro@rlf.com); (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Linda Casey (Linda.Casey@usdoj.gov); (iii) counsel for the DIP Agent: (a) Perkins Coie LLP, Alan D. Smith (ADSmith@perkinscoie.com), and (b) Young Conaway Stargatt & Taylor, LLP, Kenneth J. Enos (kenos@ycst.com); and (iv) counsel for any official committee of unsecured creditors. The Court~~

~~shall conduct a Final Hearing on the Requested Relief on May 6, 2021, at 10:00 a.m. (prevailing Eastern Time).~~

~~40.~~39. Immediate Binding Effect; Entry of ~~Interim~~Final Order. This ~~Interim~~Final Order shall not be stayed and shall be valid and fully effective immediately upon entry, notwithstanding the possible application of Bankruptcy Rules 6004(h), 7062 and 9014, or otherwise, and the Clerk of the Court is hereby directed to enter this ~~Interim~~Final Order on the Court's docket in these Chapter 11 Cases.

~~41.~~40. Proofs of Claim. Neither the DIP Secured Parties nor the Prepetition Lenders shall be required to file proofs of claim in any of these Chapter 11 Cases or Successor Cases for any claim allowed herein. The Debtors' Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition Lenders upon approval of ~~this~~the Interim Order, and the Prepetition Agent shall be treated under section 502(a) of the Bankruptcy Code as if it had filed a proof of claim on behalf of the Prepetition Lenders. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of these Chapter 11 Cases or Successor Cases to the contrary, the Prepetition Agent is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement as it sees fit) a proof of claim and/or aggregate proofs of claim in each of these Chapter 11 Cases or Successor Cases for any claim allowed herein.

41. Textron Aviation Inc. Property. Nothing in this Final Order shall, or shall be deemed to, provide that the DIP Liens or Adequate Protection Liens attach to any assets of Textron Aviation Inc. ("Textron") held by the Debtors (the "Excluded Textron Property"). Absent further order of the Court, or the agreement of the Debtors, the DIP Lenders and Textron, the Excluded Textron Property is specifically excluded from DIP Collateral. By way of example, Textron has asserted that the Excluded Textron Property includes: (a) technical data such as drawings,

intellectual property, molds, specifications, manufacturing data; (b) tools including drill jigs, mill fixtures, tracer templates, forming dies; and (c) forgings purchased by Textron; and (d) certain raw materials, in the approximate amount of $280,000, purchased by Textron prior to the Petition Date and held by the Debtors for the purpose of manufacturing Textron-specific aircraft parts (or the proceeds from same up to $280,000 if those materials are used in the productions of parts post-petition by the Debtors).

42. Headings. The headings of the various paragraphs in this ~~Interim~~Final Order are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

43. Retention of Jurisdiction. This Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this ~~Interim~~Final Order.