#### UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Chapter 11 In re

TECT AEROSPACE GROUP HOLDINGS, Case No. 21–10670 (KBO)

INC., et al.,

**Jointly Administered** 

Debtors.<sup>1</sup>

Obj. Deadline: October 12, 2021 at 4:00 p.m. ET Hearing Date: October 19, 2021 at 1:00 p.m. ET

#### **DEBTORS' FOURTH OMNIBUS MOTION FOR ENTRY OF AN ORDER** AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS, EFFECTIVE AS OF THE REJECTION DATE

THIS MOTION SEEKS TO, AMONG OTHER THINGS, REJECT CERTAIN EXECUTORY CONTRACTS. PARTIES RECEIVING THIS MOTION SHOULD REVIEW THE MOTION TO SEE IF THEIR NAME(S) OR CONTRACT(S) ARE SET FORTH IN THE MOTION OR THE EXHIBIT ATTACHED HERETO TO DETERMINE WHETHER THE MOTION AFFECTS THEIR CONTRACT(S).

TECT Aerospace Group Holdings, Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**"), respectfully represent as follows in support of this motion (the "Motion"):

#### **BACKGROUND**

1. On April 5, 2021 (the "Petition Date"), the Debtors commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee

<sup>&</sup>lt;sup>1</sup> 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 TECT Aerospace Group Holdings, Inc., c/o Conway MacKenzie, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.



or examiner has been appointed in these chapter 11 cases. On April 20, 2021, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee"). See D.I. 76.

- 2. The Debtors' chapter 11 cases are being jointly administered for procedural purposes pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").
- 3. Additional information regarding the Debtors' businesses, capital structures, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Shaun Martin in Support of Chapter 11 Petitions and First Day Pleadings* [D.I. 13] (the "**First Day Declaration**"), filed on April 6, 2021, and incorporated herein by reference.

#### **JURISDICTION**

- 4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
- 5. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

#### **RELIEF REQUESTED**

6. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed **Order**"), pursuant to sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006, authorizing the Debtors to reject, effective as of the date stated in **Exhibit 1** to the Order (the "**Rejection Date**"), certain executory contracts, including any amendments, supplements, or modifications thereto (collectively, the "**Rejected Contracts**" and the counterparties thereto, the "**Counterparties**"), each as set forth on **Exhibit 1** to the Order.

#### RELEVANT BACKGROUND

- 7. On May 21, 2021, the Debtors filed a motion [D.I. 192] (the "Sale Motion") seeking authorization to, among other things, sell substantially all of their assets related to their Kansas manufacturing business in accordance with the bidding procedures. The Court approved the bidding procedures for those assets and the Debtors conducted an auction therefor and declared the Buyer (as defined below) as the winning bidder. *See* D.I. 256 (bidding procedures order); D.I. 329 (notice of successful bidder).
- 8. On July 13, 2021, the Court entered an order [D.I. 372] (the "Sale Order") approving, among other things, the sale of the Debtors' Kansas assets to The Boeing Company and Central Kansas Aerospace Manufacturing, LLC (the "Buyer"), pursuant to the asset purchase agreement (the "Asset Purchase Agreement")<sup>2</sup> attached as Exhibit 1 thereto. The sale of the Debtors' Kansas assets closed on August 6, 2021. See D.I. 418. Pursuant to the Asset Purchase Agreement, all Contracts other than Assumed Contracts as of the Closing Date are Designated Agreements and must be maintained by the Debtors during the Contract Designation Right Period

<sup>&</sup>lt;sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

until such Contracts are designated by the Buyer for assumption and assignment, or are rejected. *See* Asset Purchase Agreement § 7.1(d). Further, pursuant to section 7.1(d) of the Asset Purchase Agreement and paragraph 23 of the Sale Order, the Buyer is obligated to perform all post-petition obligations under each Designated Agreement until it is rejected pursuant to an order of the Bankruptcy Court. *See* Asset Purchase Agreement § 7.1(d) and D.I. 372 ¶ 23.

#### **BASIS FOR RELIEF**

9. The Buyer has engaged in a comprehensive review of the Contracts to determine which Contracts it wants assumed and assigned, or rejected, as contemplated by the Asset Purchase Agreement. The Buyer has designated the Rejected Contracts for rejection. Additionally, as a result of the sale of their Kansas assets, the Debtors have no further operations at their Kansas facilities and no longer have the capacity to perform under the Rejected Contracts. The Rejected Contracts are unnecessary and burdensome to the Debtors' estates, and failure to reject them may create an administrative liability without any attendant benefit to the Debtors' estates. In an effort to reduce post-petition administrative costs and in the exercise of the Debtors' business judgment, the Debtors believe rejection of the Rejected Contracts effective as of the Rejection Date is appropriate and in the best interests of the Debtors, their estates, and all parties in interest.

# A. The Rejection of the Rejected Contracts is an Appropriate Exercise of the Debtors' Business Judgment

10. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The purpose behind section 365(a) is "to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property." *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.*), 4 F.3d

1095, 1098 (2d Cir. 1993)); see also In re Exide Techs., 607 F.3d 957, 967 (3d Cir. 2010) ("Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization"). The bankruptcy court should approve a debtor's rejection of an executory contract if such rejection is an exercise of the debtor's sound business judgment, benefits its estate, and is not made in bad faith. See In re Bildisco, 682 F.2d 72, 79 (3d Cir. 1982), aff'd, 465 U.S. 513 (1984) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test."); Sharon Steel Corp. v. Nat'l Fuel Gas Distr. Corp., 872 F.2d 36, 39-40 (3d Cir. 1989) (affirming rejection of a service agreement as sound exercise of debtor's business judgment where bankruptcy court found rejection would benefit estate). A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice. See In re Trans World Airlines, Inc., 261 B.R. 103, 121 (Bankr. D. Del. 2001); see also In re HQ Global Holdings, Inc., 290 B.R. 507, 511 (Bankr. D. Del. 2003) (holding the business judgment standard applicable, absent bad faith, whim, or caprice).

11. The Debtors have determined, in the sound exercise of their business judgment, that, as a result of the consummation of the sale of their Kansas assets (i) they can no longer provide the services pursuant to the Rejected Contracts, (ii) the Rejected Contracts no longer provide any benefit or value to the Debtors or their estates, and (iii) absent rejection, the Debtors may continue to incur administrative expenses arising under the Rejected Contracts without any corresponding benefit to their estates. The rejection of the Rejected Contracts will relieve the Debtors of an unnecessary burden and financial strain and, thus, is in the best interests of the Debtors' estates and their creditors. Accordingly, authorizing the Debtors to reject the Rejected Contracts as of the Rejection Date constitutes an exercise of the Debtors' sound business judgment.

# B. The Rejection of the Rejected Contracts Effective as of the Rejection Date is Appropriate Under the Circumstances

- 12. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. See Adelphia Bus. Solutions, Inc. v. Abnos, 482 F.3d. 602 (2d Cir. 2007) (affirming the bankruptcy court's equitable authority to authorize the retroactive rejection of a nonresidential lease of real property where advance notice is provided); In re Jamesway Corp., 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. See In re Thinking Machs. Corp., 67 F.3d 1021, 1029 (1st. Cir. 1995) (stating "rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively"); In re Chi-Chi's, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating "the court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers so long as it promotes the purposes of § 365(a)"); BP Energy Co. v. Bethlehem Steel Corp., No. 02 Civ 6419 (NRB), 2002 WL 31548723, at \*3 (S.D.N.Y. Nov. 15, 2002) ("We cannot conclude . . . that a bankruptcy court's assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.").
- 13. The balance of the equities favors rejection effective as of the Rejection Date. Absent retroactive rejection, the Debtors may incur unnecessary administrative charges and other obligations under the Rejected Contracts without any reciprocal benefits to their estates and without sufficient funding to pay those obligations. *See* 11 U.S.C. § 365(d)(5). The Counterparties, in contrast, will not be unduly prejudiced if the rejection is deemed effective as of

the Rejection Date and the Debtors are providing contemporaneous notice to the Counterparties. Courts that have permitted retroactive rejection generally have permitted rejection of an executory contract to be effective as of the date on which the debtor gave the non-debtor party to the executory contract definitive notice of the debtor's intent to reject. *See, e.g., In re Mail Sys. Liquidation, Inc.*, Case No. 11-11187 (PJW) (Bankr. D. Del. Oct. 18, 2011) (authorizing rejection of contracts *nunc pro tunc* to date of filing motion). Accordingly, the Debtors will serve this Motion on this date by CM/ECF and email on the Counterparties' counsel, if known, and by first-class mail on the Counterparties themselves, demonstrating the Debtors' unequivocal intent to reject the Rejected Contracts.

14. Therefore, the Debtors submit that it is fair and equitable for the Court to grant rejection of the Rejected Contracts effective as of the Rejection Date.

#### WAIVER OF BANKRUPTCY RULES 6004(a) AND 6004(h)

15. To implement the foregoing successfully, the Debtors request, to the extent Bankruptcy Rule 6004 is applicable to the relief requested herein, that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen day stay period under Bankruptcy Rule 6004(h) and any other applicable Bankruptcy Rule.

#### **RESERVATION OF RIGHTS**

16. Nothing contained herein is or should be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; or (iv) an implication or admission that any particular claim would constitute an allowed claim.

#### **NOTICE**

17. Notice of this Motion will be provided to: (i) the U.S. Trustee; (ii) the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) counsel to the Committee; (v) counsel to the DIP Agent; (vi) the Counterparties; and (vii) those parties that have requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice is required. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: October 5, 2021 Wilmington, Delaware

/s/ Christopher M. De Lillo

RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (No. 2732)

Paul N. Heath (No. 3704)

Amanda R. Steele (No. 5530)

Zachary I. Shapiro (No. 5103)

Christopher M. De Lillo (No. 6355)

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Attorneys for the Debtors and Debtors in Possession

## UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

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In re : Chapter 11

TECT AEROSPACE GROUP HOLDINGS, : Case No. 21-10670 (KBO)

INC., et al., :

: Jointly Administered

Debtors.<sup>1</sup> : Obj. Deadline: October 12, 2021 at 4:00 p.m. ET

: Hearing Date: October 19, 2021 at 1:00 p.m. ET

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#### **NOTICE OF MOTION AND HEARING**

PLEASE TAKE NOTICE that, on October 5, 2021, TECT Aerospace Group Holdings, Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors") filed the Debtors' Fourth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts, Effective as of the Rejection Date (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections or responses to the relief requested in the Motion, if any, must be made in writing and filed with the Court on or before October 12, 2021 at 4:00 p.m. (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that if any objections to the Motion are received, the Motion and such objections will be considered at a hearing before The Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, at the Court, 824

<sup>&</sup>lt;sup>1</sup> 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 TECT Aerospace Group Holdings, Inc., c/o Conway MacKenzie, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

North Market Street, 6<sup>th</sup> Floor, Courtroom 3, Wilmington, Delaware 19801, on **October 19, 2021 at 1:00 p.m. (prevailing Eastern Time)**. The hearing may be conducted virtually, with instructions noted on the hearing agenda filed on the Court's docket.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: October 5, 2021

Wilmington, Delaware

/s/ Christopher M. De Lillo

RICHARDS, LAYTON & FINGER, P.A.

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## EXHIBIT A

**Proposed Order** 

## UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

	A	
In re	:	Chapter 11
TECT AEROSPACE GROUP HOLDINGS, INC., et al.,	: :	Case No. 21–10670 (KBO)
Debtors. <sup>1</sup>	• •	Jointly Administered
2 0200150	:	Re: D.I
	X	

# ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS EFFECTIVE AS OF THE REJECTION DATE

Upon the motion (the "Motion")<sup>2</sup> of the Debtors for entry of an order (this "Order") authorizing the Debtors to reject, effective as of the Rejection Date, certain executory contracts including any amendments, supplements, or modifications thereto, as set forth on Exhibit 1 attached hereto (the "Rejected Contracts"); and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given

<sup>&</sup>lt;sup>1</sup> 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 TECT Aerospace Group Holdings, Inc., c/o Conway MacKenzie, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

<sup>&</sup>lt;sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this Order;

#### IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED as set forth herein.
- 2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts are rejected effective as of the Rejection Date.
- 3. Any claims based on the rejection of the Rejected Contracts must be filed in accordance with the *Order Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving Form and Manner of Notice Thereof [D.I. 246] by no later than 5:00 p.m. (prevailing Eastern Time) on the date that is 30 days after the entry of this Order.*
- 4. Nothing contained in the Motion or this Order is or should be construed as: (i) an admission as to the validity of any claim against any Debtor; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a promise to pay any claim; or (iv) an implication or admission that any particular claim would constitute an allowed claim.
- 5. Adequate notice of, and an opportunity for a hearing on, the Motion has been provided, and such notice satisfies the requirements of Bankruptcy Rule 6004(a).
- 6. Notwithstanding any applicability of Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order are immediately effective and enforceable upon its entry.
- 7. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

### Exhibit 1

### **Rejected Contracts**

No.	Contract Counterparty	Counterparty Address(es)	Description	Rejection Date
1	Adept Fasteners	28709 Industry Drive, Valencia, CA 91355	Supply Order PO No. 378696	October 5, 2021
2	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 342911	October 5, 2021
3	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 374005	October 5, 2021
4	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 375682	October 5, 2021
5	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 375704	October 5, 2021
6	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 375798	October 5, 2021
7	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 375847	October 5, 2021
8	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 375850	October 5, 2021
9	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376162	October 5, 2021
10	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376376	October 5, 2021
11	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376377	October 5, 2021
12	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376382	October 5, 2021
13	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376383	October 5, 2021
14	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376569	October 5, 2021
15	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376570	October 5, 2021
16	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376572	October 5, 2021
17	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376573	October 5, 2021

No.	Contract Counterparty	Counterparty Address(es)	Description	Rejection Date
18	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376575	October 5, 2021
19	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376577	October 5, 2021
20	AMI Metals Inc	1738 General George Patton Drive, Brentwood, TN 37027	Supply Order PO No. 376786	October 5, 2021
21	Boeing c/o TMX Division	20425 72nd Ave. South, Kent, WA 98032	Supply Order PO No. 374803	October 5, 2021
22	Boeing Distribution Services Inc.	10000 NW 15th Terrace, Miami, FL 33172 7755 E Marginal Way S MC 11-509 Seattle, WA 98108	Supply Order PO No. 376548	October 5, 2021
23	Hadco Metal Trading Co., LLC	555 State Rd Bensalem, PA 19020	Supply Order PO No. 345065	October 5, 2021
24	Mayday Manufacturing Inc.	3100 Jim Christal Road Denton, TX 76207	Supply Order PO No. 378926	October 5, 2021
25	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 365425	October 5, 2021
26	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 373187	October 5, 2021
27	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 373198	October 5, 2021
28	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 373228	October 5, 2021
29	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 373230	October 5, 2021
30	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 373295	October 5, 2021
31	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 373311	October 5, 2021
32	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 373499	October 5, 2021
33	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 374219	October 5, 2021
34	TW Metals	760 Constitution Dr. Exton, PA 19341	Supply Order PO No. 378302	October 5, 2021
35	Universal Alloy Corporation	180 Lamar Haley Parkway, Canton, GA 30114	Supply Order PO No. 375436	October 5, 2021

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No.	Contract Counterparty	Counterparty Address(es)	Description	Rejection Date
36	Universal Alloy Corporation	180 Lamar Haley Parkway, Canton, GA 30114	Supply Order PO No. 376392	October 5, 2021