

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)

Ref. Docket No. 548

**JOINDER OF THE BOEING COMPANY AND CENTRAL KANSAS AEROSPACE
MANUFACTURING, LLC TO MOTION OF DEBTORS FOR ENTRY OF AN ORDER
(I) EXTENDING TIME TO ASSUME OR REJECT UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY AND (II) GRANTING RELATED RELIEF**

The Boeing Company, in its capacity as Prepetition Lender and DIP Agent under the *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, and (III) Granting Related Relief* [Docket No. 174] (the “**DIP Order**”), and Central Kansas Aerospace Manufacturing, LLC (with The Boeing Company, collectively “**Boeing**”), as Purchaser under the *Order (I) Approving the Sale of the Debtors’ Kansas Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 372] (the “**Kansas Sale Order**”), hereby submits this joinder (the “**Joinder**”) in support of the *Motion of Debtors for Entry of an Order (I) Extending Time to Assume or Reject Unexpired Leases of Nonresidential*

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 TECT Aerospace Group Holdings, Inc., c/o Conway MacKenzie, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.



Real Property and (II) Granting Related Relief [Docket No. 548] (the “**365(d)(4) Motion**”), filed by TECT Aerospace Group Holdings, Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, “**Debtors**”). In support of this Joinder, Boeing respectfully states as follows:

JOINDER

1. As Debtors have indicated in their 365(d)(4) Motion, extending the rejection or assumption and assignment deadline for unexpired leases creates value for the Debtors’ estates, including through increased likelihood of converting the Debtors’ owned inventory into cash at ordinary course prices rather than liquidation sales, the possible marketing of the unexpired leases, and the possibility of continued operations and retention of employees and supplier relationships in the Kansas facilities.

2. By contrast, Utica Realty Park City, LLC and Utica Realty Wellington, LLC (collectively, the “**Utica Realty Entities**”) will not be harmed by the requested extension in the 365(d)(4) Motion because they continue to be paid for continued use of the subject premises, and because such premises continue to be used in accordance with their existing leases and for their intended purposes.

3. Most significantly, extending the deadline to reject or assume and assign unexpired leases is entirely consistent with the Court’s prior Kansas Sale Order which approved, among other things, CKAM’s acquisition of designation rights as part of the sale of the Debtors’ Kansas assets to CKAM. Along with other assets, CKAM purchased the ability to maintain possession of the Kansas facilities, continue operations in those facilities, and determine whether assumption or rejection of the Kansas leases would benefit CKAM as well as the Debtors. CKAM has continued to uphold its part of the bargain, paying the rent for the Kansas facilities and otherwise satisfying

the Debtors' obligations as tenant. Cause exists under these circumstances just as they would for a debtor continuing its own operations in the leased premises.

CONCLUSION

4. For the foregoing reasons, Boeing respectfully requests that the 365(d)(4) Motion be granted in its entirety.

Dated: October 18, 2021
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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