

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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	:	Chapter 11
In re	:	
	:	Case No. 21-10670 (KBO)
TECT AEROSPACE GROUP	:	
HOLDINGS, INC., et al.,	:	Jointly Administered
	:	
Debtors.¹	:	Objection Deadline: Jan. 18, 2022 at 4:00 p.m. (ET)
	:	Hearing Date: Jan. 25, 2022 at 2:00 p.m. (ET)
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**MOTION OF DEBTORS FOR ENTRY OF ORDER (I) APPROVING DISCLOSURE
STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE
STATEMENT HEARING, (II) ESTABLISHING SOLICITATION, VOTING, AND
RELATED PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING,
(IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR
CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF**

TECT Aerospace Group Holdings, Inc. and its debtor affiliates in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), as debtors and debtors in possession (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):²

RELIEF REQUESTED

1. By this Motion, pursuant to sections 105, 502, 1125, 1126, and 1128 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 3017-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

² Capitalized terms used but not otherwise defined herein have the meanings given to those terms in the Plan (as defined below).



United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors request entry of an order:

- i. approving the form and manner of notice and hearing to consider the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 667] (as amended, modified, or supplemented, the “**Disclosure Statement**”);
 - ii. approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code;
 - iii. scheduling a hearing (the “**Confirmation Hearing**”) to consider confirmation of the Plan;
 - iv. approving objection procedures with respect to the confirmation of the Plan, and the form and manner of the Confirmation Hearing Notice and Notice of Non-Voting Status (each as defined herein);
 - v. approving the Solicitation Procedures, Voting Procedures, and Tabulation Procedures (each as defined herein) for the Plan; and
 - vi. approving related dates, deadlines, and procedures.
2. A proposed form of order granting the relief requested herein is attached hereto as

Exhibit A (the “**Disclosure Statement Order**”).

3. By the Disclosure Statement Order, the Debtors seek approval of the following key dates related to the Disclosure Statement and Plan:

Milestone	Proposed Date
Voting Record Date	January 25, 2022
Solicitation Date	No later than three Business Days after entry of the Disclosure Statement Order (anticipated to be January 28, 2022)
Rule 3018 Motion Deadline	The later of (i) February 11, 2022 and (ii) 14 days after service of a claim objection
Deadline to file Claim Objection or Request to Estimate Claim for Voting Purposes	February 11, 2022 (or 14 days prior to the Voting Deadline)
Plan Supplement Filing Deadline	February 18, 2022
Voting Deadline	February 25, 2022 at 4:00 p.m. (ET)
Confirmation Objection Deadline	February 25, 2022 at 4:00 p.m. (ET)

Deadline to File (a) Reply to Confirmation Objection(s), (b) Brief in Support of Plan Confirmation, (c) Declarations in Support of Confirmation, (d) Proposed Confirmation Order and (e) Voting Declaration	March 2, 2022 at 12:00 p.m. (ET)
Confirmation Hearing (subject to the Court's calendar)	March 4, 2022

4. For reference, below is a list of the various exhibits and documents cited throughout this Motion:

Document	Exhibit
Disclosure Statement Order	<u>Exhibit A</u> to this Motion
Disclosure Statement	[D.I. 667]
Plan	[D.I. 666]
Disclosure Statement Hearing Notice	[D.I. 669], <u>Exhibit 1</u> to the Disclosure Statement Order
Form of Confirmation Hearing Notice	<u>Exhibit 2</u> to the Disclosure Statement Order
Form of Class 3 Ballot	<u>Exhibit 3-A</u> to the Disclosure Statement Order
Form of Class 4 Ballot	<u>Exhibit 3-B</u> to the Disclosure Statement Order
Form of Class 5 Ballot	<u>Exhibit 3-C</u> to the Disclosure Statement Order
Form of Notice of Non-Voting Status	<u>Exhibit 4</u> to the Disclosure Statement Order

BACKGROUND

5. On April 5, 2021 (the “**Petition Date**”), the Debtors commenced with this Court voluntary cases under 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 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 the official committee of unsecured creditors (the “**Committee**”).
See D.I. 76.

6. The Debtors’ Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1.

7. Additional information regarding the Debtors’ business and capital structure 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.

8. On May 7, 2021, the Debtors filed a motion seeking authorization to, among other things, sell substantially all of their assets related to their Everett, Washington manufacturing business. *See* D.I. 152. On June 24, 2021, the Court entered an order approving, among other things, the sale of the Everett, Washington assets to the successful bidder. *See* D.I. 313. That sale closed on July 12, 2021. *See* D.I. 387.

9. On May 21, 2021, the Debtors filed a motion seeking authorization to, among other things, sell substantially all of their assets related to their Kansas manufacturing business. *See* D.I. 192. On June 13, 2021, the Court entered an order approving, among other things, the sale of the Kansas assets to The Boeing Company (“**Boeing**”) and Central Kansas Aerospace Manufacturing, LLC. *See* D.I. 372. That sale closed on August 6, 2021. *See* D.I. 418.

JURISDICTION

10. The 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).

11. 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 that 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.

THE PLAN

12. On or around October 11, 2021, the Settling Parties reached agreement on the Plan Settlement Term Sheet that resolved the disputes between such parties and sets forth the material terms of a consensual chapter 11 plan of liquidation.

13. On December 21, 2021, consistent with the terms of the Plan Settlement Term Sheet, the Debtors filed the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”). The Plan provides for the following classification and treatment of Claims and Interests:

Class	Description	Treatment	Entitled to Vote
Class 1	Priority Claims	Unimpaired	No (presumed to accept)
Class 2	Other Secured Claims	Unimpaired	No (presumed to accept)
Class 3	Prepetition Credit Agreement Claims and DIP Claims	Impaired	Yes
Class 4	General Unsecured Claims	Impaired	Yes
Class 5	Non-Released Party General Unsecured Claims	Impaired	Yes
Class 6	Intercompany Claims	Impaired	No (presumed to accept)
Class 7	Debtor Interests	Impaired	No (deemed to reject)

14. As set forth above, Holders of Claims in Classes 3, 4 and 5 (the “**Voting Classes**”) are the only Holders of Claims or Interests entitled to vote on the Plan. All other Holders of Claims or Interests are not entitled to vote on the Plan because those Holders either (a) have a Claim that is not classified under the Plan, (b) have a Claim that is unimpaired under the Plan and are conclusively presumed to accept the Plan under section 1126(f) of the Bankruptcy Code, (c) have an Interest that is impaired under the Plan, are not receiving a distribution, and are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code, or (d) in the case of Holders of Intercompany Claims, are the proponents of the Plan and are therefore deemed to accept it.

BASIS FOR RELIEF REQUESTED

I. Approval of Manner of Notice of Disclosure Statement Hearing

15. Bankruptcy Rule 3017(a) provides, in pertinent part:

[A]fter a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days’ notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or committee appointed under the Code, the Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a). In addition, Local Rule 3017-1(a) provides that a hearing date on a disclosure statement will be at least thirty-five days after service thereof and the objection deadline at least twenty-eight days after service thereof. *See* Del. Bankr. L.R. 3017-1(a). Similarly, Bankruptcy Rule 2002(b) requires that not less than twenty-eight days’ notice be given to all creditors by mail of “the time fixed for ... filing objections and the hearing to consider approval of a disclosure statement. . . .” Fed. R. Bankr. P. 2002(b).

16. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017-1(a), the Court, at the Debtors’ request, has scheduled the hearing to consider the adequacy of the Disclosure

Statement for January 25, 2022 at 2:00 p.m. (prevailing Eastern Time) (the “**Disclosure Statement Hearing**”). The Debtors filed and served a notice of the Disclosure Statement Hearing on December 21, 2021 [D.I. 669] (the “**Disclosure Statement Hearing Notice**”), a copy of which is attached to the Disclosure Statement Order as **Exhibit 1**. In order for all parties in interest to receive adequate notice of the Disclosure Statement Hearing and the deadline to object thereto (the “**Disclosure Statement Objection Deadline**”), the Debtors served the Disclosure Statement Hearing Notice the same day on all parties identified on the Debtors’ creditor matrix [D.I. 16] and the Notice Parties (as defined below).

17. The Debtors submit that the notice and objection procedures described herein and in the Disclosure Statement Hearing Notice provide adequate notice of the Disclosure Statement Hearing and the Disclosure Statement Objection Deadline. With an objection deadline of January 18, 2022, parties in interest will have twenty-eight days’ notice of the Disclosure Statement Objection Deadline. *See* Fed. R. Bankr. P. 2002(b), 3017(a); Del. Bankr. L.R. 3017-1(a). The Debtors filed and served the Disclosure Statement and Disclosure Statement Hearing Notice on December 21, 2021. Therefore, parties in interest will have thirty-five days’ notice of the Disclosure Statement Hearing. *See* Fed. R. Bankr. P. 2002(b), 3017(a) (each requiring only twenty-eight days’ notice of disclosure statement hearing); Del. Bankr. L.R. 3017-1(a) (requiring thirty-five days’ notice).

18. Accordingly, the Debtors request that the Court deem the notice provided of the Disclosure Statement Hearing and Disclosure Statement Objection Deadline as having been adequate pursuant to Bankruptcy Rule 3017 and Local Rule 3017-1.

II. The Disclosure Statement Should be Approved as Containing Adequate Information

19. Pursuant to section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and equity interests with “adequate information” regarding a proposed chapter 11 plan of reorganization. Section 1125(a)(1) of the Bankruptcy Code defines “adequate information” as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1). Thus, a debtor’s disclosure statement must, as a whole, provide information that is sufficiently detailed, so far as “reasonably practicable,” to permit an “informed judgment” by impaired creditors entitled to vote on the plan. *See In re Ryan Operations G.P. v. Santiam-Midwest Lumber Co.*, 81 F.3d 355, 362 (3d Cir. 1996); *In re Autobacs Strauss, Inc.*, 473 B.R. 525, 584 (Bankr. D. Del. 2012). At a minimum, a disclosure statement “must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution.” *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991).

20. The Disclosure Statement contains the necessary information for Holders of Claims entitled to vote to make an informed decision about whether to vote to accept or reject the Plan including, among other things:

- (a) the Plan, including a summary, the procedures for voting on the Plan and projected recoveries thereunder (Section I);
- (b) the statutory requirements for confirming the Plan (Section I.F.);

- (c) the Debtors' organizational structure, business operations and financial obligations (Section II);
- (d) the events leading to the filing of the Debtors' Chapter 11 Cases (Section II.D);
- (e) the major events during these Chapter 11 Cases, including significant pleadings filed in the Debtors' Chapter 11 Cases and certain relief granted by the Court (Section III);
- (f) the classification and treatment of Claims and Interests under the Plan, including identification of the Holders of Claims entitled to vote on the Plan (Section IV);
- (g) the means for implementation of the Plan, the provisions governing distributions to certain Holders of Claims pursuant to the Plan, the procedures for resolving Disputed Claims and other significant aspects of the Plan (Sections V, VII and VIII);
- (h) the releases contemplated by the Plan that are integral to the settlement between the Settling Parties embodied in the Plan (Section X.B.);
- (i) certain risk factors that Holders of Claims should consider before voting to accept or reject the Plan (Section XIII); and
- (j) certain United States federal income tax consequences of the Plan (Section XIV).

21. Here, the Court should approve the Disclosure Statement as containing adequate information because the Disclosure Statement clearly, comprehensively, and succinctly describes, among other matters, the Debtors' business, the major aspects of these Chapter 11 Cases, and the distributions under the Plan, thereby allowing Holders of Claims in the Voting Classes to make an informed decision about whether to vote to accept the Plan. Accordingly, the Disclosure Statement should be approved as containing "adequate information" under section 1125 of the Bankruptcy Code.

III. The Disclosure Statement Satisfies Bankruptcy Rule 3016

22. Pursuant to Bankruptcy Rule 3016(c), "[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Code, the plan and disclosure statement shall describe

in specific and conspicuous language (bold, italic, or underlined text) all acts to be enjoined and identify the entities that would be subject to the injunction.” Fed. R. Bankr. P. 3016(c).

23. Section X of the Disclosure Statement describes in detail (a) the terms of the exculpation provision under the Plan, (b) the releases provided under the Plan, the entities providing such releases, the entities being released, and the Claims and Causes of Action so released, and (c) the injunction related to the release and exculpation provisions in the Plan. Each of the foregoing sections is set forth in conspicuous, bold print. Further, the Confirmation Hearing Notice, each of the Ballots, and the Notice of Non-Voting Status (each as defined herein) each set forth in clear and conspicuous language the injunctions, releases, and exculpations set forth in Article IX of the Plan.

24. Accordingly, the Debtors respectfully submit that the Disclosure Statement complies with Bankruptcy Rule 3016(c).

IV. The Court Should Set the Confirmation Hearing Date and Related Deadlines and Approve the Forms of Notice Thereof

25. Pursuant to Bankruptcy Rule 3020(b)(2), a court shall rule on confirmation of a plan after notice and a hearing. *See* Fed. R. Bankr. P. 3020(b)(2). In accordance with that rule, the Debtors therefore respectfully request that this Court enter an order setting **March 4, 2022** (or as soon as possible thereafter, as the Court’s schedule permits) as the hearing date to consider confirmation of the Plan (the “**Confirmation Hearing**”).

26. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Pursuant to this Bankruptcy Rule, the Debtors request this Court establish, through entry of the Disclosure Statement Order, **February 25, 2022 at 4:00 p.m. (prevailing Eastern Time)**, which is twenty-eight days after the Debtors expect to complete mailing of the Solicitation Packages (as defined below), as the deadline

(the “**Confirmation Objection Deadline**”) for filing objections to confirmation of the Plan (“**Confirmation Objections**”).

27. The Debtors request that the Disclosure Statement Order require that Confirmation Objections, if any, must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and the specific grounds therefor, (e) be filed with the Court, contemporaneously with a proof of service, by no later than the Confirmation Objection Deadline, and (f) be served in accordance with the Local Rules on the Debtors, the U.S. Trustee, counsel to the Debtors, counsel to the Committee, and counsel to Boeing, as pre-petition and post-petition lender.

28. In addition, pursuant to Bankruptcy Rule 9007, the Debtors request that the Court approve the form of notice of the Confirmation Hearing, substantially in the form attached to the Disclosure Statement Order as **Exhibit 2** (the “**Confirmation Hearing Notice**”). *See* Fed. R. Bankr. P. 9007. The Confirmation Hearing Notice contains, among other things, the date and time of the Confirmation Hearing and the Confirmation Objection Deadline, and will be mailed to all parties in interest, including the Notice Parties (as defined below). In accordance with Bankruptcy Rule 2002(b), the Confirmation Hearing Notice will provide parties in interest with at least twenty-eight days’ notice of the Confirmation Objection Deadline and the date of the Confirmation Hearing.

29. As proponents of the Plan, Holders of Claims in Class 6 (Intercompany Claims) are Impaired but presumed to accept the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, Interests in Class 7 (Debtor Interests) are deemed to reject the Plan. In addition to the Confirmation

Hearing Notice, the Debtors propose to serve Holders of Claims or Interests in Classes 6 and 7 with the Plan and Disclosure Statement no later than the Solicitation Date (as defined below).

30. Bankruptcy Rule 3017(d) permits a court to order that a chapter 11 plan and disclosure statement need not be mailed to unimpaired classes. In lieu thereof, a bankruptcy court may order that “notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent’s expense, [and] notice of the time fixed for filing objections to and the hearing on confirmation” be mailed to such classes. Fed. R. Bankr. P. 3017(d). Pursuant to section 1126(f) of the Bankruptcy Code, Claims in Class 1 (Priority Claims) and Class 2 (Other Secured Claims) are Unimpaired and conclusively presumed to accept the Plan. Along with the Confirmation Hearing Notice, the Debtors propose to distribute to Holders of Claims in these classes a notice of non-voting status, substantially in the form attached to the Disclosure Statement Order as **Exhibit 4** (the “**Notice of Non-Voting Status**”). The Notice of Non-Voting Status provides notice of (i) the approval of the Disclosure Statement and entry of the Disclosure Statement Order, (ii) the Confirmation Hearing and Plan, (iii) the Holder’s non-voting status under the Plan, (iv) how to obtain copies of the Plan and Disclosure Statement, (v) the release provisions set forth in Article IX.B.2. of the Plan, and (vi) the deadline and procedure for filing objections to the Plan. The Debtors submit that the Notice of Non-Voting Status satisfies the requirements of Bankruptcy Rule 3017(d).

31. Further, to supplement notice of the Confirmation Hearing by mail, the Debtors will publish the Confirmation Hearing Notice (with such changes as may be appropriate for purposes of publication, the “**Publication Notice**”) at least twenty-one days prior to the Confirmation Objection Deadline or as soon as reasonably practicable thereafter, (a) once in the

national edition of *The Wall Street Journal*, (b) once in *The Wichita Eagle*, and (c) once in *The Seattle Times*. Bankruptcy Rule 2002(l) permits the Court to “order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement notice.” The Debtors submit that publication of the Publication Notice will provide sufficient notice of the Confirmation Objection Deadline, the Confirmation Hearing, and other relevant deadlines to parties in interest who may not otherwise receive the Confirmation Hearing Notice by mail.

32. The Debtors submit that the foregoing service and notice comports with the requirements of the Bankruptcy Rules and the Local Rules, and request that the Court approve such service and notice as adequate.

33. Finally, the Debtors further request that they and other parties in interest be permitted to file memoranda of law and any affidavits or declarations in support of confirmation of the Plan and, if necessary, file replies to any objections by March 2, 2022 at 12:00 p.m. (prevailing Eastern Time) (or 12:00 p.m. two Business Days prior to the date of any adjourned Confirmation Hearing). In addition, the Debtors request that they be permitted to file the Voting Declaration (as defined below) and proposed Confirmation Order by such deadline.

V. The Court Should Approve the Voting Procedures

34. The Debtors respectfully request that the Court approve (a) the voting record date (the “**Voting Record Date**”), (b) the voting deadline (the “**Voting Deadline**”), (c) the deadlines for any motion brought pursuant to Bankruptcy Rule 3018(a), (d) the Debtors’ transmittal of the Solicitation Packages to the Voting Classes, and (e) the Ballots (collectively, the “**Voting Procedures**”).

(a) Voting Record Date

35. Bankruptcy Rule 3018(a) provides that a creditor cannot vote on a plan unless it is a holder of record of a claim on the date that the disclosure statement is approved, or such other

date that is fixed by the Court. *See* Fed. R. Bankr. P. 3018(a). Consistent with Bankruptcy Rule 3018(a), the Debtors request that the Voting Record Date be set as **January 25, 2022**, which is the date of the Disclosure Statement Hearing.

36. With respect to any transferred Claim in the Voting Classes, the transferee will be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred Claim only if all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e), if any, have been completed on or before the Voting Record Date. In the event a Claim is transferred after the transferor has completed a Ballot, the transferee of such Claim shall be bound by any vote made on the Ballot by the transferor (collectively, the “**Transfer Procedures**”). The Transfer Procedures set forth in this paragraph shall apply fully to any transferred Claim and the transferee thereof to the extent such transferee desires to take any other actions set forth in this Motion, which actions are similarly limited to the Holders of certain Claims as of the Voting Record Date.

(b) Voting Deadline

37. Bankruptcy Rule 3017(c) provides that “[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan.” Fed. R. Bankr. 3017(c). The Debtors request that the Court set the Voting Deadline as **February 25, 2022 at 4:00 p.m. (prevailing Eastern Time)**, which is at least twenty-eight days after the date that the Debtors will serve the Solicitation Packages on Holders of Claims in the Voting Classes. Subject to the Tabulation Procedures (as defined below), any Ballot received after the Voting Deadline may not be counted. The Voting Deadline provides the Voting Classes with sufficient time within which the Voting Classes can analyze the Plan and Disclosure Statement, consult with legal and financial advisors, and return the Ballot, while maintaining the

efficient pace of these Chapter 11 Cases. Accordingly, the Debtors request that the Court approve the Voting Deadline.

(c) Temporary Allowance of Claims for Voting Purposes

38. Bankruptcy Rule 3018(a) provides that “[n]otwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount that the court deems proper for the purposes of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a). The Debtors respectfully request that if a creditor files a motion seeking to have its Claim temporarily allowed for voting purposes (any such motion, a “**Rule 3018 Motion**”), the Court set the deadline for filing and serving a Rule 3018 Motion as the later of (i) February 11, 2022 and (ii) fourteen days following the date of service of an objection to the Holder’s claim (the “**Rule 3018 Motion Deadline**”). The Debtors submit that any objection to a Rule 3018 Motion must be filed in accordance with the Local Rules. The Debtors propose that, upon entry of an order of the Court granting a Rule 3018 Motion, such creditor’s Ballot will be counted in accordance with the Tabulation Procedures (as defined below), unless temporarily allowed in a different amount by an order of the Court entered prior to or concurrent with entry of the Confirmation Order.

(d) Solicitation of Voting Classes

39. Bankruptcy Rule 3017(d) lists the materials that must be provided to holders of claims and interests for the purpose of soliciting votes on a chapter 11 plan and providing adequate notice of the hearing to consider confirmation thereof. Specifically, Bankruptcy Rule 3017(d) provides, in relevant part, that:

[u]pon approval of a disclosure statement, — except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders — the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders,

and in a chapter 11 reorganization case shall transmit to the United States trustee:

- (1) the plan or a court-approved summary of the plan;
- (2) the disclosure statement approved by the court;
- (3) notice of the time within which acceptances and rejections of the plan may be filed; and
- (4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d).

40. Consistent with Bankruptcy Rule 3017(d), by no later than three Business Days following the entry of the Disclosure Statement Order (the “**Solicitation Date**”) (anticipated to be January 28, 2022), the Debtors intend to mail or cause to be mailed a solicitation package containing: (a) a cover letter describing (1) the contents of the Solicitation Package (defined below), (2) information about how to obtain access, free of charge, to the Plan, the Disclosure Statement and the Disclosure Statement Order, together with the exhibits thereto, on the Case Management Website (defined below), and (3) information about how to obtain, free of charge, paper copies of any of the documents included in the Solicitation Package; (b) the Confirmation Hearing Notice; (c) a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure Statement; (d) an appropriate Ballot; (e) a pre-addressed stamped return envelope; (f) a letter from the Committee in support of the Plan; and (g) such other materials as the Court directs (the “**Solicitation Package**”), by regular U.S. mail on Holders of Claims in the Voting Classes as of the Voting Record Date. All other parties in interest, including Holders of Claims and Interests not entitled to vote on the Plan, will receive a copy of the Confirmation Hearing Notice. The Debtors also shall serve, no later than the Solicitation Date, (a) Holders of Claims in Classes 1 and 2 with a copy of the Notice of Non-Voting Status and

(b) Holders of Claims or Interests in Classes 6 and 7 with the Plan and Disclosure Statement. No other interested parties shall receive copies of the Plan, Disclosure Statement or the other materials contained in the Solicitation Packages unless such documents are requested in accordance with the procedures set forth in the Confirmation Hearing Notice. The Plan and Disclosure Statement will be available at no charge on the Debtors' case management website at <http://www.kccellc.net/tectaerospace> (the "Case Management Website").

41. The Debtors will not mail Solicitation Packages to creditors on account of Claims that have already been paid in full; *provided, however*, that if any such creditor would be entitled to receive a Solicitation Package for any other reason, then the Debtors will send that creditor a Solicitation Package in accordance with the procedures set forth herein.

42. The Debtors anticipate that the United States Postal Service may return some Disclosure Statement Hearing Notices, Solicitation Packages, Confirmation Hearing Notices, and/or Notices of Non-Voting Status as undeliverable. The Debtors submit that it is costly and wasteful to re-mail those packages to the same addresses from which mail previously was returned as undeliverable. Therefore, the Debtors request a waiver of any requirement to mail Disclosure Statement Hearing Notices, Solicitation Packages, Confirmation Hearing Notices, and/or Notices of Non-Voting Status to addresses from which the Debtors received mailings returned as undeliverable, unless the Debtors are provided with a new mailing address sufficiently before the Voting Deadline.

(e) Ballots

43. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot which substantially conforms to Official Bankruptcy Form No. B 314, to "creditors and equity security holders entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). The Debtors propose to distribute

to each Holder of a Claim in the Voting Classes a ballot substantially in the form attached to the Disclosure Statement Order as **Exhibit 3-A, 3-B or 3-C** (collectively, the “**Ballots**”). The Ballots are based on Official Form No. B 314 but have been modified to address the particular aspects of the Debtors’ Chapter 11 Cases. The Ballots (a) provide Holders of Claims in each Voting Class with clear instructions on how to complete and return each Ballot, (b) prominently feature the Voting Deadline, (c) clearly and unequivocally state that Ballots received after the Voting Deadline may not be counted, and (d) disclose, in clear and conspicuous language, the Plan’s releases and injunction. The Debtors respectfully request that the Court approve the Ballots.

44. In addition to accepting hard-copy Ballots via first-class mail, overnight courier, and hand delivery, the Debtors seek authorization to permit Kurtzman Carson Consultants LLC (“**KCC**”) to accept Ballots via electronic online transmission through a customized online portal on the Case Management Website (the “**E-Ballot**”). The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot (or other document) submitted in this manner, and the creditor’s electronic signature will be deemed to be an original signature immediately legally valid and effective (the procedures in this paragraph, the “**E-Ballot Procedures**”).

VI. The Court Should Approve the Tabulation Procedures

45. The Debtors propose to employ the following rules in tabulating votes to accept or reject the Plan (collectively, the “**Tabulation Procedures**” and, together with the Voting Procedures, the “**Solicitation Procedures**”) and respectfully request that the Tabulation Procedures be approved:

- (a) Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to: (i) if no Proof of Claim has been timely filed in respect of such Claim, the liquidated, non-contingent, undisputed amount of such Claim as set forth in the Debtors’ schedules of assets and liabilities (collectively, as may

be amended from time to time, the “**Schedules**”), (ii) if a Proof of Claim has been timely filed in respect of such Claim, the liquidated and non-contingent amount set forth in such proof of Claim, or (iii) as otherwise set forth in the Plan; and

- (b) If a Claim is deemed Allowed, pursuant to the Plan or by order of this Court (entered prior to the Voting Deadline), that Claim shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan or any such order.
- (c) If the Debtors, or any other party in interest, file and serve an objection to, or request for estimation of, a Claim at least fourteen days before the Voting Deadline, that Claim is temporarily disallowed for voting purposes, except as may be ordered by the Court; *provided, however*, that if the objection seeks only to reduce the Allowed amount of the Claim, then that Claim is temporarily Allowed for voting purposes in the proposed reduced amount, except as may be ordered by the Court.
- (d) If a Claim for which a Proof of Claim has been timely filed asserts both liquidated and unknown, unliquidated, undetermined and/or contingent amounts, that Claim will be temporarily allowed for voting purposes, and not for purposes of allowance or distribution, in the liquidated amount.
- (e) If a Claim for which a Proof of Claim has been timely filed asserts wholly unknown, unliquidated, undetermined and/or contingent amounts, that Claim will be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, and accorded one vote and valued at an amount equal to one dollar (\$1.00).
- (f) If a Holder of a Claim identifies a Claim amount in its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures, the Claim will be temporarily allowed for voting purposes in the amount calculated in accordance with the Tabulation Procedures.
- (g) Creditors with Claims that have been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of that Claim, if any, to accept or reject the Plan.
- (h) Duplicate Claims within the Voting Classes will be deemed temporarily allowed for voting purposes only in an amount equal to one of those Claims and not in an amount equal to the aggregate of those Claims.
- (i) If a Claim has been estimated for voting purposes or otherwise allowed for voting purposes by order of the Court, that Claim is temporarily Allowed for voting purposes in the amount so estimated or Allowed in such order.
- (j) Creditors will not be entitled to vote Claims to the extent their Claims have been superseded and/or amended by other Claims filed by or on behalf of

such creditors, regardless of whether the Debtors have objected to the earlier filed Claim.

- (k) Claims filed for \$0.00 are not entitled to vote.
- (l) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in one of the Voting Classes will be aggregated as if that creditor held one claim in such Voting Class, and the votes related to those Claims will be treated as a single vote to accept or reject the Plan.
- (m) Any Holder who has filed or purchased duplicate Claims within a Voting Class will be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to those duplicate Claims.
- (n) Delivery of a defective or Irregular Ballot (as defined below) will not be deemed to have been made until the defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Declaration filed with the Court by KCC.
- (o) The Holder must complete each section of the Ballot, including, without limitation, certifying the amount of its Claim, voting to accept or reject the Plan, completing the requested identification information, and signing and dating the Ballot.
- (p) The Holder must vote all of its Claims either to accept or reject the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. To the extent possible, the Debtors will mail each Holder of a Claim in a Voting Class a single Ballot on account of the Claims held by the Holder in such Voting Class.
- (q) If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that Holder's intent and will supersede and revoke any prior Ballot received. If a Holder simultaneously casts inconsistent Ballots, those Ballots will not be counted.
- (r) If the party executing the Ballot is signing as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or acting in a fiduciary or representative capacity, that party should indicate its capacity when signing and, if required or requested by KCC, the Debtors, or the Court, must submit evidence satisfactory to the requesting party to act on behalf of the Holder of the Claim.
- (s) Subject to any contrary order of the Court, the Debtors further reserve the right to waive any defects or irregularities or conditions of delivery as to

any particular Ballot. Neither the Debtors, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. KCC, in its discretion, may contact entities entitled to vote to cure any defects in the Ballot; *provided, however*, that KCC is not obligated to do so.

- (t) In addition, the following Ballots may not be counted in determining the acceptance or rejection of the Plan:
 - i. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
 - ii. any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
 - iii. any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
 - iv. any Ballot received after the Voting Deadline unless the Debtors have granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
 - v. any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
 - vi. any Ballot sent to a person other than KCC; and
 - vii. any Ballot not bearing an original signature; *provided, however*, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.
- (u) Votes will be tabulated on a consolidated basis for the Debtors in accordance with the Plan.

46. The Debtors will file with the Court a certification of votes (the “**Voting Declaration**”), which shall, among other things, set forth the voting results, certify to the Court in writing the voting amount and number of Claims in each Voting Class accepting or rejecting the Plan, and delineate every Ballot that does not conform to the voting instructions or that contains

any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or other necessary information, received via facsimile or electronic mail, or damaged (“**Irregular Ballots**”). The Voting Declaration shall indicate the Debtors’ intentions with regard to each Irregular Ballot. The Debtors submit that the proposed Tabulation Procedures set forth above will establish a fair and equitable voting process and, therefore, should be approved.

NOTICE

47. 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) the Securities and Exchange Commission; (v) counsel to the Committee; (vi) counsel to Boeing, as pre-petition and post-petition lender; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”). 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 entry of the Disclosure Statement Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: January 4, 2022
Wilmington, Delaware

/s/ Zachary I. Shapiro

RICHARDS, LAYTON & FINGER, P.A.

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Attorneys for the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

<p><i>In re</i></p> <p>TECT AEROSPACE GROUP HOLDINGS, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	X : : : : : : : : : : X	<p>Chapter 11</p> <p>Case No. 21–10670 (KBO)</p> <p>Jointly Administered</p> <p>Obj. Deadline: Jan. 18, 2022 at 4:00 p.m. ET</p> <p>Hearing Date: Jan. 25, 2022 at 2:00 p.m. ET</p>
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NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on January 4, 2022, 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 *Motion of Debtors for Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation, Voting, and Related Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Plan, and (V) Granting Related Relief* (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 **January 18, 2022 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that if any objections to the Motion are

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **January 25, 2022 at 2:00 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: January 4, 2022
Wilmington, Delaware

/s/ Zachary I. Shapiro
RICHARDS, LAYTON & FINGER, P.A.
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Attorneys for the Debtors and Debtors in Possession

EXHIBIT A

Disclosure Statement Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re TECT AEROSPACE GROUP HOLDINGS, INC., <i>et al.</i>, <div style="text-align: center;">Debtors.¹ </div>	X : : : : : : : X	Chapter 11 Case No. 21–10670 (KBO) Jointly Administered Re: D.I. 667 & __
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**ORDER (I) APPROVING DISCLOSURE STATEMENT AND FORM AND
MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING,
(II) ESTABLISHING SOLICITATION, VOTING, AND RELATED
PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING,
(IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR
CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of TECT Aerospace Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**”), for entry of an order pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006 and Local Rules 2002-1, 3017-1, and 9006-1 of the Local Rules (a) approving the form and manner of the Disclosure Statement Hearing Notice attached hereto as **Exhibit 1** and the hearing to consider the Disclosure Statement (the “**Hearing**”); (b) approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code; (c) scheduling the Confirmation Hearing; (d) approving the procedures with respect to confirmation of the Plan, including the procedures for filing objections thereto, the form and manner of the Confirmation

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Hearing Notice, substantially in the form attached hereto as **Exhibit 2**, and the form and manner of the Notice of Non-Voting Status, substantially in the form attached hereto as **Exhibit 4**; (e) approving the solicitation, voting, and tabulation procedures for the Plan, including, among other things, the form of Ballots, substantially in the form attached hereto as **Exhibits 3-A, 3-B and 3-C**; and (f) approving related dates, deadlines, and procedures; all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and the Court having held the Hearing to consider the relief requested in the Motion; and upon the record of the Hearing; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND AND DETERMINED THAT:

A. Notice of the Disclosure Statement Hearing and Disclosure Statement Objection Deadline. The procedures proposed in the Motion providing notice to all parties of the time, date, and place of the Hearing and the deadline for filing objections to the Disclosure Statement, including the Disclosure Statement Hearing Notice, a copy of which is attached hereto as **Exhibit 1**

and which was filed and served on December 21, 2021 [D.I. 669], provided due, proper, and adequate notice, comport with due process, and comply with the applicable Bankruptcy Rules and Local Rules. No other or further notice is required.

B. The Disclosure Statement. The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. No further information is necessary.

C. Notice of Confirmation Hearing and Confirmation Objection Deadline. The procedures set forth in the Motion regarding notice to all parties of the time, date, and place of the hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”), including the Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 2**, and for filing objections or responses to the Plan, provide due, proper, and adequate notice, comport with due process, and comply with Bankruptcy Rules 2002 and 3017 and Local Rule 9006-1. No further notice is required.

D. Balloting and Voting Procedures. The procedures set forth in the Motion for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

E. Ballot. The ballots, substantially in the form annexed hereto as **Exhibits 3-A, 3-B** and **3-C** (collectively, the “**Ballots**”), including all voting instructions provided therein, are consistent with Official Bankruptcy Form No. B 314, address the particular needs of these Chapter 11 Cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

F. Parties Entitled to Vote. Pursuant to the Plan, Holders of Claims in Classes 3, 4, and 5 are impaired under the Plan. Accordingly, Holders of Claims in such classes are entitled to vote on account of such Claims.

G. Solicitation Packages. The proposed distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and Local Rule 9006-1 and constitute sufficient notice to all interested parties of the Voting Record Date, Voting Deadline, Confirmation Objection Deadline, Confirmation Hearing, and other related matters.

H. Solicitation Period. The period proposed by the Debtors in the Motion during which the Debtors may solicit votes to accept or reject the Plan is a reasonable and sufficient period of time for the Voting Classes to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

I. Parties Not Entitled to Vote. Pursuant to the Plan, Holders of Claims in Classes 1 and 2 are unimpaired and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan and are not entitled to vote on account of such Claims. Although Holders of Claims in Classes 6 are impaired, those Holders are proponents of the Plan, and therefore are presumed to accept the Plan and are not entitled to vote on account of such Claims. Further, Holders of Interests in Class 7 are impaired and are not entitled to receive or retain property under the Plan. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code, those Holders are deemed to reject the Plan and/or are otherwise not entitled to vote on account of such claims.

J. Notice of Non-Voting Status. The Notice of Non-Voting Status, substantially in the form attached hereto as Exhibit 4, complies with the Bankruptcy Code, applicable Bankruptcy Rules, and applicable Local Rules and, together with the Confirmation Hearing Notice, provides

adequate notice to creditors holding Unimpaired Claims not in the Voting Classes of their non-voting status.

K. Notice. All other notices to be provided pursuant to the procedures set forth in the Motion constitute good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing. No further notice is required.

L. Relief is Warranted. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Disclosure Statement is approved as containing adequate information pursuant to section 1125 of the Bankruptcy Code, and the Debtors are authorized to use the Disclosure Statement in connection with the solicitation of votes in favor of the Plan.
3. The form and manner of the notice of the hearing on the Disclosure Statement and related objection procedures constituted adequate and sufficient notice of the Hearing and the deadline for filing objections to the Disclosure Statement, substantially complied with the applicable Bankruptcy Rules and Local Rules, and comported with due process.
4. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the injunction, exculpation, and release provisions contained in Article IX of the Plan, in accordance with Bankruptcy Rule 3016(c).
5. The Confirmation Hearing shall be held on [____] at [____] (**prevailing Eastern Time**), as may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of

agenda of matters scheduled for hearing filed by the Debtors with the Court. The Confirmation Objection Deadline shall be **February 25, 2022 at 4:00 p.m. (prevailing Eastern Time)**.

6. Objections to the Plan, if any, must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and the specific grounds therefor, (e) be filed with the Court, contemporaneously with a proof of service, by no later than the Confirmation Objection Deadline; and (f) be served in accordance with the Local Rules on the following parties (collectively, the “**Confirmation Objection Notice Parties**”): (i) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Linda Casey (Linda.Casey@usdoj.gov)); (ii) counsel for the Debtors, Richards, Layton & Finger, P.A. (Attn: Paul N. Heath (heath@rlf.com) and Zachary I. Shapiro (shapiro@rlf.com)); (iii) counsel to the Committee, (A) Kilpatrick Townsend & Stockton LLP (Attn: David M. Posner (dposner@kilpatricktownsend.com) and Gianfranco Finizio (gfinizio@kilpatricktownsend.com)); and (B) Womble Bond Dickinson (US) LLP (Attn: Matthew P. Ward (matthew.ward@wbd-us.com) and Morgan L. Patterson (morgan.patterson@wbd-us.com)); and (iv) counsel to Boeing, as pre-petition and post-petition lender, (A) Perkins Coie LLP (Attn: Alan D. Smith (adsmith@perkinscoie.com) and Amir Gamliel (agamliel@perkinscoie.com)); and (B) Young Conaway Stargatt & Taylor, LLP (Attn: Edmon L. Morton (emorton@ycst.com) and Kenneth J. Enos (kenos@ycst.com)).

7. Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

8. Objections to confirmation of the Plan that are not timely filed and served in the manner set forth above shall not be considered and shall be deemed overruled.

9. The Debtors are authorized to file and serve replies or an omnibus reply to any objections to confirmation of the Plan, memoranda of law in support of confirmation of the Plan, any affidavits or declarations in support of confirmation of the Plan (including the Voting Declaration), and the proposed Confirmation Order, by **March 2, 2022 at 12:00 p.m. (prevailing Eastern Time)** (or 12:00 p.m. two Business Days prior to the date of any adjourned Confirmation Hearing) (the “**Confirmation Reply Deadline**”). In addition, any party in interest may file and serve a statement in support of confirmation of the Plan and/or a reply to any objections to confirmation of the Plan by the Confirmation Reply Deadline.

10. The Confirmation Hearing Notice and Notice of Non-Voting Status are hereby approved.

11. In accordance with Bankruptcy Rule 2002, the Debtors shall serve the Confirmation Hearing Notice by regular U.S. mail on all parties in interest.

12. The Publication Notice is hereby approved. At least twenty-one days prior to the Confirmation Objection Deadline, or as soon as reasonably practicable thereafter, the Debtors shall publish the Publication Notice (a) once in the national edition of *The Wall Street Journal*, (b) once in *The Wichita Eagle*, and (c) once in *The Seattle Times*.

13. The Voting Procedures are hereby approved.

14. The Voting Record Date shall be **January 25, 2022**. In addition, with respect to any transferred Claim in the Voting Classes, the transferee will be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred Claim only if all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e), if any, have been completed on or

before the Voting Record Date. In the event a Claim is transferred after the transferor has completed a Ballot, the transferee of such Claim shall be bound by any vote made on the Ballot by the transferor.

15. The Voting Deadline shall be **February 25, 2022 at 4:00 p.m. (prevailing Eastern Time)**.

16. The Rule 3018 Motion Deadline shall be the **later of (i) February 11, 2022 and (ii) fourteen days following the date of service of a claim objection regarding the holder's claim**. Rule 3018 Motions must be filed with the Court and served upon the Confirmation Objection Notice Parties by no later than the Rule 3018 Motion Deadline, as that date may be extended in accordance with the above.

17. Any objections to Claims for voting purposes or requests to estimate a Claim for voting purposes shall be filed and served by no later than February 11, 2022 (or 14 days prior to the Voting Deadline).

18. The Solicitation Date shall be no later than three Business Days following the date of entry of this Order.

19. The Debtors shall serve the Solicitation Packages by regular U.S. mail only on the Holders of Claims in the Voting Classes no later than the Solicitation Date.

20. The Debtors also shall serve Holders of Claims or Interests in Classes 6 and 7 with the Plan and Disclosure Statement no later the Solicitation Date. No other interested parties shall receive copies of the Plan, Disclosure Statement or the other materials contained in the Solicitation Packages unless such documents are requested in accordance with the procedures set forth in the Confirmation Hearing Notice.

21. The Solicitation Packages are approved.

22. The Ballots are hereby approved.
23. The Tabulation Procedures are approved.
24. The terms of this Order shall be effective immediately upon its entry.
25. The Debtors are authorized to make non-substantive and ministerial changes to any documents in the Solicitation Package, in consultation with the Settling Parties, without further approval of the Court prior to its dissemination, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Plan and any of such materials prior to their distribution.
26. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).
27. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
28. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

EXHIBIT 1

Disclosure Statement Hearing Notice

Bankruptcy Code and approving the Disclosure Statement. The Hearing may be conducted virtually, with instructions noted on the hearing agenda filed on the Bankruptcy Court's docket.

2. Any party in interest wishing to obtain a copy of the Disclosure Statement and the Plan should contact Kurtzman Carson Consultants LLC, the Debtors' solicitation agent, in writing at TECT Aerospace Group Holdings, Inc., c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or by email at TECTAerospaceInfo@kccllc.com. Interested parties may also review the Disclosure Statement and the Plan free of charge at <http://www.kccllc.net/tectaerospace>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. Copies of the Disclosure Statement and Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

3. Objections, if any, to approval of the Disclosure Statement must: (a) be in writing, (b) comply with the Bankruptcy Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court no later than **January 18, 2022 at 4:00 p.m. (prevailing Eastern Time)**, and served on: (i) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Linda Casey (Linda.Casey@usdoj.gov)); (ii) counsel for the Debtors, Richards, Layton & Finger, P.A. (Attn: Paul N. Heath (heath@rlf.com) and Zachary I. Shapiro (shapiro@rlf.com)); (iii) counsel to the Creditors' Committee, (A) Kilpatrick Townsend & Stockton LLP (Attn: David M. Posner (dposner@kilpatricktownsend.com) and Gianfranco Finizio (gfinizio@kilpatricktownsend.com)); and (B) Womble Bond Dickinson (US) LLP (Attn: Matthew P. Ward (matthew.ward@wbd-us.com) and Morgan L. Patterson (morgan.patterson@wbd-us.com)); and (iv) counsel to Boeing, as post-petition lender, (A) Perkins Coie LLP (Attn: Alan D. Smith (adsmith@perkinscoie.com) and Amir Gamliel (agamliel@perkinscoie.com)); and (B) Young Conaway Stargatt & Taylor, LLP (Attn: Edmon L. Morton (emorton@ycst.com) and Kenneth J. Enos (kenos@ycst.com)).

4. IF AN OBJECTION TO THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

5. The Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Debtors may modify the Disclosure Statement, if necessary, prior to, during, or as a result of the Hearing without further notice.

Dated: December 21, 2021
Wilmington, Delaware

/s/ Zachary I. Shapiro

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)

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Attorneys for the Debtors and Debtors in Possession

EXHIBIT 2

Form of Confirmation Hearing Notice

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

<p>In re</p> <p>TECT AEROSPACE GROUP HOLDINGS, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>x</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>x</p>	<p>Chapter 11</p> <p>Case No. 21–10670 (KBO)</p> <p>Jointly Administered</p> <p>Re: D.I. 666, 667 & ____</p>
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**NOTICE OF (I) APPROVAL OF DISCLOSURE
STATEMENT, (II) ESTABLISHMENT OF RECORD
DATE, (III) HEARING ON CONFIRMATION OF THE PLAN,
(IV) PROCEDURES FOR OBJECTING TO THE CONFIRMATION OF THE
PLAN, AND (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

TO ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE THAT:

1. Approval of Disclosure Statement. On January 25, 2022, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) held a hearing (the “**Disclosure Statement Hearing**”) regarding approval of the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 667] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) in the chapter 11 cases (the “**Chapter 11 Cases**”) of TECT Aerospace Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**”). After the hearing, the Court entered an order [D.I. ____] (the “**Disclosure Statement Order**”) approving the Disclosure Statement. The Disclosure Statement Order also authorizes the Debtors to solicit votes to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).²

2. Confirmation Hearing. A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, at the Court, 824 North Market Street, 6th Floor, Courtroom 3,

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

Wilmington, Delaware 19801, on [____], 2022 at [____] (prevailing Eastern Time). The Confirmation Hearing may be held virtually or adjourned or continued from time to time by the Court or the Debtors without further notice other than as announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. Voting Record Date. The Holders of Claims against the Debtors as of **January 25, 2022** (the “**Voting Record Date**”) in Class 3 (Prepetition Credit Agreement Claims and DIP Claims), Class 4 (General Unsecured Claims) and Class 5 (Non-Released Party General Unsecured Claims) of the Plan are entitled to vote on the Plan.

4. Voting Deadline. All votes to accept or reject the Plan must be **actually received** by the Debtors’ voting and tabulation agent, Kurtzman Carson Consultants LLC (“KCC”), by no later than **4:00 p.m. (prevailing Eastern Time) on February 25, 2022** (the “**Voting Deadline**”). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. Parties in Interest Not Entitled to Vote. Under the Plan, Holders of Claims in Class 1 (Priority Claims) and Class 2 (Other Secured Claims) are Unimpaired, are presumed to accept the Plan, and are not entitled to vote and will not receive a Ballot. Under the Plan, Holders of Claims in Class 6 (Intercompany Claims) are Impaired but, as proponents of the Plan, are presumed to accept the Plan, and are not entitled to vote and will not receive a Ballot. In addition, Holders of Interests in Class 7 (Debtor Interests) are Impaired, are deemed to reject the Plan, and are not entitled to vote and will not receive a Ballot.

6. If you (i) disagree with the amount set forth by the Debtors for your Claim in the Schedules or (ii) if you have filed a Proof of Claim and disagree with either (a) the Debtors’ objection to your Claim and believe that you should be entitled to vote on the Plan or vote on the Plan in a different amount or (b) the Debtors’ classification or request for estimation of your Claim and believe that you should be entitled to vote on the Plan in a different amount, then you must file with the Court, and serve on the parties identified in paragraph 8 below, a motion (a “**Rule 3018 Motion**”) for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing your Claim in a different amount for purposes of voting to accept or reject the Plan. All Rule 3018 Motions must be filed on or before **February 11, 2022, or fourteen days after the service of an objection to your Claim** (the “**Rule 3018 Motion Deadline**”). Rule 3018 Motions that are not timely filed and served in the manner set forth above on or before the Rule 3018 Motion Deadline shall not be considered. As to any creditor that timely files a Rule 3018 Motion, that creditor’s Ballot will be counted as provided in tabulation procedures approved in the Disclosure Statement Order except as may be otherwise ordered by the Court. Creditors may contact KCC in writing at (i) TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (ii) by telephone at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (iii) by email at TECTAerospaceInfo@kccllc.com (referencing “TECT Aerospace Ballots” in the subject line) to receive an appropriate Ballot for any Claim for which a Proof of Claim and Rule 3018 Motion have been timely filed.

7. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan is **4:00 p.m. (prevailing Eastern Time) on February 25, 2022** (the “**Confirmation Objection Deadline**”).

8. Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing, (b) comply with the Bankruptcy Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and the specific grounds therefor, (e) be filed with the Court, contemporaneously with a proof of service, by no later than the Confirmation Objection Deadline, and (f) be served in accordance with the Local Rules upon the following parties:

Counsel to the Debtors

Richards, Layton & Finger, P.A.
Attn: Paul N. Heath (heath@rlf.com)
Zachary I. Shapiro (shapiro@rlf.com)

Office of the U.S. Trustee

844 King Street
Suite 2207
Wilmington, DE 19801
Attn: Linda Casey
(Linda.Casey@usdoj.gov)

Counsel to the Creditors' Committee

Kilpatrick Townsend & Stockton LLP
Attn: David M. Posner
(dposner@kilpatricktownsend.com)
Gianfranco Finizio
(gfinizio@kilpatricktownsend.com)

Co-Counsel to the Creditors' Committee

Womble Bond Dickinson (US) LLP
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(matthew.ward@wbd-us.com)
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Counsel to Boeing

Perkins Coie LLP
Attn: Alan D. Smith
(adsmith@perkinscoie.com)
Amir Gamliel
(agamliel@perkinscoie.com)

Co-Counsel to Boeing

Young Conaway Stargatt & Taylor, LLP
Attn: Edmon L. Morton
(emorton@ycst.com)
Kenneth J. Enos
(kenos@ycst.com)

9. **IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY SHALL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.**

10. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors' voting and tabulation agent, KCC, in writing at: TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or by email at: TECTAerospaceInfo@kccllc.com. Interested parties may also review the Disclosure Statement and the Plan at <http://www.kccllc.net/tectaerospace>. In addition, the Disclosure Statement, the Plan, the Disclosure Statement Order are on file with the Court and may be reviewed for a fee by accessing the Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. Copies of the Disclosure Statement and the Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Court.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION AND INJUNCTION PROVISIONS IN THE PLAN**

The Plan includes certain injunction, release, and exculpation provisions.

Select Defined Terms in the Plan

“Exculpated Parties” means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Creditors’ Committee and its members; and (c) with respect to each of the foregoing, such Entities’ Representatives; *provided, however*, that the Non-Released Parties shall not be Exculpated Parties.

“Non-Released Parties” means (i) the Debtors’ current and former non-Debtor Affiliates, (ii) any “insider” (as defined in 11 U.S.C. § 101(31)) of the Debtors, (iii) the Debtors’ current and former directors, managers, officers, control persons, equity holders (regardless of whether the Interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and (iv) any individuals identified in the Plan Supplement as a Non-Released Party; *provided, however*, that the following parties shall not be included within “Non-Released Parties”: (a) the Debtors; (b) Jean King, in her capacity as a director of the Debtors; (c) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (d) any professional retained by the Debtors by order of the Bankruptcy Court in the Chapter 11 Cases.

“Released Parties” means collectively, and in each case, in their respective capacities as such (a) the Prepetition Lenders; (b) the DIP Lenders; (c) Boeing; (d) the Creditors’ Committee and the members of the Creditors’ Committee solely in their capacities as such, and not individually; (e) with respect to (a) through (d), those Entities’ Representatives; (f) the Debtors; (g) Jean King, in her capacity as a director of the Debtors; (h) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (i) the Debtors’ Representatives who served in that capacity on or after the Petition Date; *provided, however*, that the Released Parties shall not include the Non-Released Parties.

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Released Parties; (b) all Holders of Claims who vote to accept the Plan; and (c) with respect to each Entity in clauses (a) through (b), each Entity’s Representatives.

Select Provisions of the Plan

Article IX.A. of the Plan: Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur any liability with respect to, and each Exculpated Party is released and exculpated from, any cause of action for any claim related to any act or omission in connection with, relating to, or arising out of, post-petition conduct within the Chapter 11 Cases, the Disclosure Statement, the Plan, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Asset Sales, post-petition conduct within the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.B.1. of the Plan: Releases by the Debtors

On and after the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, including any Retained Causes of Action and derivative claims that could be asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on, or relating to, or in any manner arising from, in whole or in part, Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.B.2. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, except as otherwise provided in the Plan, each Releasing Party is deemed to have released each Released Party from any and all claims and causes of action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.C. of the Plan: Injunction

Except as provided in the Plan or the Confirmation Order and other than with respect to a right of recoupment or a setoff, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability subject to the Plan or an Interest or other right of an equity security Holder that is terminated pursuant to the terms of the Plan or cause of action of a non-Debtor that is released under the Plan will be permanently enjoined from taking any of the following actions in respect of any such Claims, debts, liabilities, Interests or rights: (1) commencing or continuing in any manner or means any action or other proceeding against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets, whether directly, derivatively or otherwise, other than to enforce any right pursuant to the Plan (or any order resolving the Dispute) to a Distribution; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets other than as permitted pursuant to (1) above; (3) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Liquidation Trust, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or their respective property; (4) asserting a right of subrogation of any kind against any debt, liability or obligation due to the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or the Released Parties; and (5) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Such injunction will extend to the successors, if any, of the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, and the Released Parties and to their respective properties and interests in property. Anyone injured by any willful violation of this injunction will be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

Article IX.D. of the Plan: Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

PLEASE BE ADVISED THAT IF:

- A. YOU VOTE TO ACCEPT THE PLAN; OR**
- B. YOU ARE A RELEASED PARTY; OR**
- C. ARE A REPRESENTATIVE OF THE FOREGOING**

IN EACH CASE, YOU WILL BE A "RELEASING PARTY" UNDER THE PLAN, DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.B.2. THEREOF.

11. The Plan also contains other related provisions that may affect your rights against the Debtors.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

Dated: [], 2022
Wilmington, Delaware

/s/ DRAFT

RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (No. 2732)

Paul N. Heath (No. 3704)

Amanda R. Steele (No. 5530)

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heath@rlf.com

steele@rlf.com

shapiro@rlf.com

Attorneys for the Debtors and Debtors in Possession

EXHIBIT 3-A

Form of Class 3 Ballot

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re TECT AEROSPACE GROUP HOLDINGS, INC., et al., <p style="text-align: center;">Debtors.¹</p>	X : : : : : : : : X	Chapter 11 Case No. 21–10670 (KBO) Jointly Administered
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**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN
OF LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.
AND ITS AFFILIATED DEBTORS**

CLASS 3 – Prepetition Credit Agreement Claims and DIP Claims

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY FEBRUARY 25, 2022, BY
4:00 P.M. (PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”)**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 3 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).²

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 667] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan or the order approving the Disclosure Statement (as defined herein) [D.I. ____] (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

Statement, and a letter from the Creditors' Committee in support of the Plan are included in the package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these Chapter 11 Cases ("KCC"), by: (a) accessing KCC's chapter 11 case website at <http://www.kccllc.net/tectaerospace>; (b) writing to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling KCC at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (d) emailing KCC at TECTAerospaceInfo@kccllc.com, referencing "TECT Aerospace Ballots" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact KCC at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 3 (Prepetition Credit Agreement Claims and DIP Claims) under the Plan.

If KCC does not receive your Ballot on or before the Voting Deadline, which is **February 25, 2022, at 4:00 p.m. (prevailing Eastern Time)**, and if the Voting Deadline is not extended, your vote will not count. **If the Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through KCC's online electronic balloting portal (the "**E-Ballot**") or by returning this paper Ballot to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

If Submitting Your Vote through the E-Ballot

KCC will accept Ballots if properly completed through the E-Ballot. To submit your Ballot via the E-Ballot, visit <http://www.kccellc.net/tectaerospace>, click on the “Submit E-Ballot” section of the Debtors’ website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Custom PIN#: _____

KCC’s E-Ballot is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 2 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot should NOT also submit a paper Ballot.

If your Ballot is not received by KCC on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If by First Class Mail, Overnight Courier, or Hand Delivery:

TECT Aerospace Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

Item 1. Treatment of Your Class 3 Claim (Prepetition Credit Agreement Claims and DIP Claims).

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 3 Claim (Prepetition Credit Agreement Claims and DIP Claims) if the Plan is consummated:

Pursuant to the Plan and the DIP Order, Boeing will have Allowed Class 3 Claims in the aggregate amount of \$[●] as of the date of the Plan.³ Boeing will receive, on

³ Pursuant to the DIP Order, Boeing’s Class 3 Claims are reduced from time to time by payments from the Debtors and increased from time to time by additional advances. The Plan Supplement will disclose the updated Allowed amount of Boeing’s Class 3 Claims as of the date of the Plan Supplement.

account of its Class 3 Claims, its Pro Rata share of the LT Distributable Assets. For the avoidance of doubt, (i) pursuant to the Plan and the DIP Order Boeing's Class 3 Claims will not be subject to, among other things, challenge, objection, recharacterization, or subordination, and (ii) any Class 4 Claims held by Boeing will be entitled to the treatment provided to Allowed Class 4 Claims.

For additional discussion of your treatment and rights under the Plan, including the meaning of the capitalized terms above which are not defined herein, please read the Disclosure Statement and the Plan.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, **January 25, 2022**, the undersigned was the Holder (or an authorized signatory for a Holder) of a Class 3 Claim (Prepetition Credit Agreement Claims and DIP Claims) in the following principal amount(s) for voting:

Amount of Claim ⁴ : \$[●]

Item 3. Vote on Plan

The Holder of a Class 3 Claim (Prepetition Credit Agreement Claims and DIP Claims) against the Debtors votes to (please check one):

<p><u>ACCEPT THE PLAN</u></p> <p><input type="checkbox"/></p>	<p><u>REJECT THE PLAN</u></p> <p><input type="checkbox"/></p>
--	--

Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

⁴ For voting purposes only. Subject to tabulation rules.

Item 4. The Plan includes certain injunction, release, and exculpation provisions.**Select Defined Terms in the Plan**

“Exculpated Parties” means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Creditors’ Committee and its members; and (c) with respect to each of the foregoing, such Entities’ Representatives; *provided, however*, that the Non-Released Parties shall not be Exculpated Parties.

“Non-Released Parties” means (i) the Debtors’ current and former non-Debtor Affiliates, (ii) any “insider” (as defined in 11 U.S.C. § 101(31)) of the Debtors, (iii) the Debtors’ current and former directors, managers, officers, control persons, equity holders (regardless of whether the Interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and (iv) any individuals identified in the Plan Supplement as a Non-Released Party; *provided, however*, that the following parties shall not be included within “Non-Released Parties”: (a) the Debtors; (b) Jean King, in her capacity as a director of the Debtors; (c) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (d) any professional retained by the Debtors by order of the Bankruptcy Court in the Chapter 11 Cases.

“Released Parties” means collectively, and in each case, in their respective capacities as such (a) the Prepetition Lenders; (b) the DIP Lenders; (c) Boeing; (d) the Creditors’ Committee and the members of the Creditors’ Committee solely in their capacities as such, and not individually; (e) with respect to (a) through (d), those Entities’ Representatives; (f) the Debtors; (g) Jean King, in her capacity as a director of the Debtors; (h) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (i) the Debtors’ Representatives who served in that capacity on or after the Petition Date; *provided, however*, that the Released Parties shall not include the Non-Released Parties.

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Released Parties; (b) all Holders of Claims who vote to accept the Plan; and (c) with respect to each Entity in clauses (a) through (b), each Entity’s Representatives.

Select Provisions of the Plan**Article IX.A. of the Plan: Exculpation**

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur any liability with respect to, and each Exculpated Party is released and exculpated from, any cause of action for any claim related to any act or omission in connection with, relating to, or arising out of, post-petition conduct within the Chapter 11 Cases, the Disclosure Statement, the Plan, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Asset Sales, post-petition conduct within the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.B.1. of the Plan: Releases by the Debtors

On and after the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, including any Retained Causes of Action and derivative claims that could be asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on, or relating to, or in any manner arising from, in whole or in part, Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.B.2. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, except as otherwise provided in the Plan, each Releasing Party is deemed to have released each Released Party from any and all claims and causes of action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.C. of the Plan: Injunction

Except as provided in the Plan or the Confirmation Order and other than with respect to a right of recoupment or a setoff, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability subject to the Plan or an Interest or other right of an equity security Holder that is terminated pursuant to the terms of the Plan or cause of action of a non-Debtor that is released under the Plan will be permanently enjoined from taking any of the following actions in respect of any such Claims, debts, liabilities, Interests or rights: (1) commencing or continuing in any manner or means any action or other proceeding against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets, whether directly, derivatively or otherwise, other than to enforce any right pursuant to the Plan (or any order resolving the Dispute) to a Distribution; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets other than as permitted pursuant to (1) above; (3) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Liquidation Trust, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or their respective property; (4) asserting a right of subrogation of any kind against any debt, liability or obligation due to the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or the Released Parties; and (5) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Such injunction will extend to the successors, if any, of the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, and the Released Parties and to their respective properties and interests in property. Anyone injured by any willful violation of this injunction will be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

Article IX.D. of the Plan: Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE IN
ARTICLE IX.B.2. OF THE PLAN:**

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF.

Item 5. Certifications

By signing this Ballot, the undersigned certifies to the Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 3 Claim(s) (Prepetition Credit Agreement Claims and DIP Claims) being voted or (b) an authorized signatory for the Holder of the Class 3 Claim(s) (Prepetition Credit Agreement Claims and DIP Claims) being voted;
2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 3 Claims (Prepetition Credit Agreement Claims and DIP Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
4. that no other Ballots with respect to the amount of the Class 3 (Prepetition Credit Agreement Claims and DIP Claims) Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 3 Claim(s) (Prepetition Credit Agreement Claims and DIP Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
7. that it understands that, if it casts a vote to accept the Plan, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a “Releasing Party” under the Plan (unless such Holder is already a “Releasing Party” by virtue of being a “Released Party”);
8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
9. that it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____
(Please print or type)

Signature: _____

Name of Signatory: _____
(If other than Holder)⁵

Title: _____

Address: _____

Telephone No.: _____

E-Mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN ACCORDANCE WITH ONE OF THE APPROVED SUBMISSION
METHODS DESCRIBED ABOVE. YOUR BALLOT MUST BE ACTUALLY
RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. PREVAILING
EASTERN TIME ON FEBRUARY 25, 2022.**

⁵ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.
2. **The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.**
3. KCC’s “E-Ballot” platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. To have your vote counted, you must electronically complete, sign, and return a customized electronic Ballot by utilizing the E-Ballot on KCC’s website, <http://www.kccllc.net/tectaerospace>. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtors.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT.

4. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or via first class mail, overnight courier, or hand delivery to:

TECT Aerospace Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

5. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or by a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is **4:00 p.m. (prevailing Eastern Time) on February 25, 2022**. Your completed Ballot must be actually received by KCC on or before the Voting Deadline.
6. Except as otherwise provided herein or unless waived by the Debtors or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.
7. If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed supersede any prior Ballot. If you simultaneously cast inconsistent Ballots, such Ballots will not be counted.

8. If you cast a Ballot that is properly completed, executed and timely returned to KCC but that does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.
9. If you cast a Ballot that is properly completed, executed, and timely returned to KCC but that indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.
10. You shall be deemed to have voted the full amount of your Claim and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.
11. The following Ballots shall not be counted:
 - (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
 - (ii) any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
 - (iii) any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
 - (iv) any Ballot received after the Voting Deadline unless the Debtors have granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
 - (v) any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
 - (vi) any Ballot sent to a person other than KCC; and
 - (vii) any Ballot not bearing an original signature; *provided, however*, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.
12. **If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing** and, if requested by KCC, the Debtors, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

13. The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.
14. Neither the Debtors, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.
15. Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
16. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.
17. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.
18. If you believe you have received the wrong Ballot, you should contact KCC immediately at (877) 725-7523 (U.S./Canada) or (424) 236-7237 (International) or by email to TECTAerospaceInfo@kccllc.com, referencing "TECT Aerospace Group Ballots" in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR
THE VOTING PROCEDURES, PLEASE CONTACT KCC AT (877) 725-7523
(U.S./CANADA) OR (424) 236-7237 (INTERNATIONAL)**

EXHIBIT 3-B

Form of Class 4 Ballot

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re TECT AEROSPACE GROUP HOLDINGS, INC., et al., <p style="text-align: center;">Debtors.¹</p>	X : : : : : : : : X	Chapter 11 Case No. 21–10670 (KBO) Jointly Administered
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**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN
OF LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.
AND ITS AFFILIATED DEBTORS
CLASS 4 – General Unsecured Claims**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT
THIS BALLOT MUST BE ACTUALLY RECEIVED BY FEBRUARY 25, 2022, BY
4:00 P.M. (PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”)**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 4 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).²

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 667] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan or the order approving the Disclosure Statement (as defined herein) [D.I. ____] (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

Statement, and a letter from the Creditors' Committee in support of the Plan are included in the package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these Chapter 11 Cases ("KCC"), by: (a) accessing KCC's chapter 11 case website at <http://www.kccllc.net/tectaerospace>; (b) writing to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling KCC at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (d) emailing KCC at TECTAerospaceInfo@kccllc.com, referencing "TECT Aerospace Ballots" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact KCC at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 4 (General Unsecured Claims) under the Plan.

If KCC does not receive your Ballot on or before the Voting Deadline, which is **February 25, 2022, at 4:00 p.m. (prevailing Eastern Time)**, and if the Voting Deadline is not extended, your vote will not count. **If the Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through KCC's online electronic balloting portal (the "**E-Ballot**") or by returning this paper Ballot to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

If Submitting Your Vote through the E-Ballot

KCC will accept Ballots if properly completed through the E-Ballot. To submit your Ballot via the E-Ballot, visit <http://www.kccllc.net/tectaerospace>, click on the “Submit E-Ballot” section of the Debtors’ website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Custom PIN#: _____

KCC’s E-Ballot is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 2 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot should NOT also submit a paper Ballot.

If your Ballot is not received by KCC on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If by First Class Mail, Overnight Courier, or Hand Delivery:

TECT Aerospace Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

Item 1. Treatment of Your Class 4 Claim (General Unsecured Claims).

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 4 Claim (General Unsecured Claims) if it is Allowed and the Plan is consummated:

Each Holder of an Allowed Class 4 General Unsecured Claim will receive its Pro Rata share of the GUC Distributable Assets; *provided* that, pursuant to the Plan Settlement, any Class 4 Claims held by Boeing will not share in any Distributions in respect of the Initial GUC Cash Distribution. Solely in the event that there are sufficient GUC Distributable Assets to pay the full amount of all Allowed Class 4 and Class 5 Claims as of the Petition Date, the Holders of such Allowed Claims shall also be paid their Pro Rata share of the remaining GUC Distributable Assets

in respect of interest accruing at the Federal Judgment Rate from the Petition Date to the date payment is made.

For additional discussion of your treatment and rights under the Plan, including the meaning of the capitalized terms above which are not defined herein, please read the Disclosure Statement and the Plan.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, **January 25, 2022**, the undersigned was the Holder (or an authorized signatory for a Holder) of a Class 4 Claim (General Unsecured Claims) in the following principal amount(s) (insert amount in box below) for voting:

Amount of Claim³: \$ _____

Item 3. Vote on Plan

The Holder of a Class 4 Claim (General Unsecured Claims) against the Debtors votes to (please check one):

<p><u>ACCEPT THE PLAN</u></p> <p style="text-align: center;"><input type="checkbox"/></p>	<p><u>REJECT THE PLAN</u></p> <p style="text-align: center;"><input type="checkbox"/></p>
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Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

³ For voting purposes only. Subject to tabulation rules.

Item 4. The Plan includes certain injunction, release, and exculpation provisions.**Select Defined Terms in the Plan**

“Exculpated Parties” means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Creditors’ Committee and its members; and (c) with respect to each of the foregoing, such Entities’ Representatives; *provided, however*, that the Non-Released Parties shall not be Exculpated Parties.

“Non-Released Parties” means (i) the Debtors’ current and former non-Debtor Affiliates, (ii) any “insider” (as defined in 11 U.S.C. § 101(31)) of the Debtors, (iii) the Debtors’ current and former directors, managers, officers, control persons, equity holders (regardless of whether the Interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and (iv) any individuals identified in the Plan Supplement as a Non-Released Party; *provided, however*, that the following parties shall not be included within “Non-Released Parties”: (a) the Debtors; (b) Jean King, in her capacity as a director of the Debtors; (c) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (d) any professional retained by the Debtors by order of the Bankruptcy Court in the Chapter 11 Cases.

“Released Parties” means collectively, and in each case, in their respective capacities as such (a) the Prepetition Lenders; (b) the DIP Lenders; (c) Boeing; (d) the Creditors’ Committee and the members of the Creditors’ Committee solely in their capacities as such, and not individually; (e) with respect to (a) through (d), those Entities’ Representatives; (f) the Debtors; (g) Jean King, in her capacity as a director of the Debtors; (h) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (i) the Debtors’ Representatives who served in that capacity on or after the Petition Date; *provided, however*, that the Released Parties shall not include the Non-Released Parties.

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Released Parties; (b) all Holders of Claims who vote to accept the Plan; and (c) with respect to each Entity in clauses (a) through (b), each Entity’s Representatives.

Select Provisions of the Plan**Article IX.A. of the Plan: Exculpation**

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur any liability with respect to, and each Exculpated Party is released and exculpated from, any cause of action for any claim related to any act or omission in connection with, relating to, or arising out of, post-petition conduct within the Chapter 11 Cases, the Disclosure Statement, the Plan, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Asset Sales, post-petition conduct within the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.B.1. of the Plan: Releases by the Debtors

On and after the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, including any Retained Causes of Action and derivative claims that could be asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on, or relating to, or in any manner arising from, in whole or in part, Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.B.2. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, except as otherwise provided in the Plan, each Releasing Party is deemed to have released each Released Party from any and all claims and causes of action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.C. of the Plan: Injunction

Except as provided in the Plan or the Confirmation Order and other than with respect to a right of recoupment or a setoff, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability subject to the Plan or an Interest or other right of an equity security Holder that is terminated pursuant to the terms of the Plan or cause of action of a non-Debtor that is released under the Plan will be permanently enjoined from taking any of the following actions in respect of any such Claims, debts, liabilities, Interests or rights: (1) commencing or continuing in any manner or means any action or other proceeding against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets, whether directly, derivatively or otherwise, other than to enforce any right pursuant to the Plan (or any order resolving the Dispute) to a Distribution; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets other than as permitted pursuant to (1) above; (3) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Liquidation Trust, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or their respective property; (4) asserting a right of subrogation of any kind against any debt, liability or obligation due to the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or the Released Parties; and (5) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Such injunction will extend to the successors, if any, of the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, and the Released Parties and to their respective properties and interests in property. Anyone injured by any willful violation of this injunction will be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

Article IX.D. of the Plan: Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE IN
ARTICLE IX.B.2. OF THE PLAN:**

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF.

Item 5. Certifications

By signing this Ballot, the undersigned certifies to the Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 4 Claim(s) (General Unsecured Claims) being voted or (b) an authorized signatory for the Holder of the Class 4 Claim(s) (General Unsecured Claims) being voted;
2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 4 Claims (General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
4. that no other Ballots with respect to the amount of the Class 4 (General Unsecured Claims) Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 4 Claim(s) (General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
7. that it understands that, if it casts a vote to accept the Plan, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a “Releasing Party” under the Plan (unless such Holder is already a “Releasing Party” by virtue of being a “Released Party”);
8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
9. that it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____
(Please print or type)

Signature: _____

Name of Signatory: _____
(If other than Holder)⁴

Title: _____

Address: _____

Telephone No.: _____

E-Mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN ACCORDANCE WITH ONE OF THE APPROVED SUBMISSION
METHODS DESCRIBED ABOVE. YOUR BALLOT MUST BE ACTUALLY
RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. PREVAILING
EASTERN TIME ON FEBRUARY 25, 2022.**

⁴ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.
2. **The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.**
3. KCC’s “E-Ballot” platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. To have your vote counted, you must electronically complete, sign, and return a customized electronic Ballot by utilizing the E-Ballot on KCC’s website, <http://www.kccllc.net/tectaerospace>. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtors.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT.

4. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or via first class mail, overnight courier, or hand delivery to:

TECT Aerospace Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

5. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or by a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is **4:00 p.m. (prevailing Eastern Time) on February 25, 2022**. Your completed Ballot must be actually received by KCC on or before the Voting Deadline.
6. Except as otherwise provided herein or unless waived by the Debtors or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.
7. If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed supersede any prior Ballot. If you simultaneously cast inconsistent Ballots, such Ballots will not be counted.

8. If you cast a Ballot that is properly completed, executed and timely returned to KCC but that does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.
9. If you cast a Ballot that is properly completed, executed, and timely returned to KCC but that indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.
10. You shall be deemed to have voted the full amount of your Claim and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.
11. The following Ballots shall not be counted:
 - (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
 - (ii) any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
 - (iii) any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
 - (iv) any Ballot received after the Voting Deadline unless the Debtors have granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
 - (v) any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
 - (vi) any Ballot sent to a person other than KCC; and
 - (vii) any Ballot not bearing an original signature; *provided, however*, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.
12. **If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing** and, if requested by KCC, the Debtors, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

13. The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.
14. Neither the Debtors, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.
15. Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
16. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.
17. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.
18. If you believe you have received the wrong Ballot, you should contact KCC immediately at (877) 725-7523 (U.S./Canada) or (424) 236-7237 (International) or by email to TECTAerospaceInfo@kccllc.com, referencing "TECT Aerospace Group Ballots" in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR
THE VOTING PROCEDURES, PLEASE CONTACT KCC AT (877) 725-7523
(U.S./CANADA) OR (424) 236-7237 (INTERNATIONAL)**

EXHIBIT 3-C

Form of Class 5 Ballot

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re TECT AEROSPACE GROUP HOLDINGS, INC., et al., <p style="text-align: center;">Debtors.¹</p>	X : : : : : : : : X	Chapter 11 Case No. 21–10670 (KBO) Jointly Administered
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**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN
OF LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.
AND ITS AFFILIATED DEBTORS**

CLASS 5 – Non-Released Party General Unsecured Claims

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY FEBRUARY 25, 2022, BY
4:00 P.M. (PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”)**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 5 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).²

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 667] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan or the order approving the Disclosure Statement (as defined herein) [D.I. ____] (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

Statement, and a letter from the Creditors' Committee in support of the Plan are included in the package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these Chapter 11 Cases ("KCC"), by: (a) accessing KCC's chapter 11 case website at <http://www.kccllc.net/tectaerospace>; (b) writing to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling KCC at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (d) emailing KCC at TECTAerospaceInfo@kccllc.com, referencing "TECT Aerospace Ballots" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact KCC at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5 Claims (Non-Released Party General Unsecured Claims) under the Plan.

If KCC does not receive your Ballot on or before the Voting Deadline, which is **February 25, 2022, at 4:00 p.m. (prevailing Eastern Time)**, and if the Voting Deadline is not extended, your vote will not count. **If the Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through KCC's online electronic balloting portal (the "**E-Ballot**") or by returning this paper Ballot to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

If Submitting Your Vote through the E-Ballot

KCC will accept Ballots if properly completed through the E-Ballot. To submit your Ballot via the E-Ballot, visit <http://www.kccllc.net/tectaerospace>, click on the “Submit E-Ballot” section of the Debtors’ website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Custom PIN#: _____

KCC’s E-Ballot is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 2 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot should NOT also submit a paper Ballot.

If your Ballot is not received by KCC on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If by First Class Mail, Overnight Courier, or Hand Delivery:

TECT Aerospace Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

Item 1. Treatment of Your Class 5 Claim (Non-Released Party General Unsecured Claims).

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 5 Claim (Non-Released Party General Unsecured Claims) if it is Allowed and the Plan is consummated:

Each Holder of an Allowed Class 5 Claim will receive its Pro Rata share of the GUC Distributable Assets. Solely in the event that there are sufficient GUC Distributable Assets to pay the full amount of all Allowed Class 4 and Class 5 Claims as of the Petition Date, the Holders of such Allowed Claims shall also be paid their Pro Rata share of the remaining GUC Distributable Assets in respect of

interest accruing at the Federal Judgment Rate from the Petition Date to the date payment is made.

For additional discussion of your treatment and rights under the Plan, including the meaning of the capitalized terms above which are not defined herein, please read the Disclosure Statement and the Plan.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, **January 25, 2022**, the undersigned was the Holder (or an authorized signatory for a Holder) of a Class 5 Claim (Non-Released Party General Unsecured Claims) in the following principal amount(s) (insert amount in box below) for voting:

Amount of Claim³: \$_____

Item 3. Vote on Plan

The Holder of a Class 5 Claim (Non-Released Party General Unsecured Claims) against the Debtors votes to (please check one):

<p><u>ACCEPT THE PLAN</u></p> <p><input type="checkbox"/></p>	<p><u>REJECT THE PLAN</u></p> <p><input type="checkbox"/></p>
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Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

³ For voting purposes only. Subject to tabulation rules.

Item 4. The Plan includes certain injunction, release, and exculpation provisions.**Select Defined Terms in the Plan**

“Exculpated Parties” means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Creditors’ Committee and its members; and (c) with respect to each of the foregoing, such Entities’ Representatives; *provided, however*, that the Non-Released Parties shall not be Exculpated Parties.

“Non-Released Parties” means (i) the Debtors’ current and former non-Debtor Affiliates, (ii) any “insider” (as defined in 11 U.S.C. § 101(31)) of the Debtors, (iii) the Debtors’ current and former directors, managers, officers, control persons, equity holders (regardless of whether the Interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and (iv) any individuals identified in the Plan Supplement as a Non-Released Party; *provided, however*, that the following parties shall not be included within “Non-Released Parties”: (a) the Debtors; (b) Jean King, in her capacity as a director of the Debtors; (c) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (d) any professional retained by the Debtors by order of the Bankruptcy Court in the Chapter 11 Cases.

“Released Parties” means collectively, and in each case, in their respective capacities as such (a) the Prepetition Lenders; (b) the DIP Lenders; (c) Boeing; (d) the Creditors’ Committee and the members of the Creditors’ Committee solely in their capacities as such, and not individually; (e) with respect to (a) through (d), those Entities’ Representatives; (f) the Debtors; (g) Jean King, in her capacity as a director of the Debtors; (h) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (i) the Debtors’ Representatives who served in that capacity on or after the Petition Date; *provided, however*, that the Released Parties shall not include the Non-Released Parties.

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Released Parties; (b) all Holders of Claims who vote to accept the Plan; and (c) with respect to each Entity in clauses (a) through (b), each Entity’s Representatives.

Select Provisions of the Plan**Article IX.A. of the Plan: Exculpation**

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur any liability with respect to, and each Exculpated Party is released and exculpated from, any cause of action for any claim related to any act or omission in connection with, relating to, or arising out of, post-petition conduct within the Chapter 11 Cases, the Disclosure Statement, the Plan, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Asset Sales, post-petition conduct within the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.B.1. of the Plan: Releases by the Debtors

On and after the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, including any Retained Causes of Action and derivative claims that could be asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on, or relating to, or in any manner arising from, in whole or in part, Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.B.2. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, except as otherwise provided in the Plan, each Releasing Party is deemed to have released each Released Party from any and all claims and causes of action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.C. of the Plan: Injunction

Except as provided in the Plan or the Confirmation Order and other than with respect to a right of recoupment or a setoff, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability subject to the Plan or an Interest or other right of an equity security Holder that is terminated pursuant to the terms of the Plan or cause of action of a non-Debtor that is released under the Plan will be permanently enjoined from taking any of the following actions in respect of any such Claims, debts, liabilities, Interests or rights: (1) commencing or continuing in any manner or means any action or other proceeding against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets, whether directly, derivatively or otherwise, other than to enforce any right pursuant to the Plan (or any order resolving the Dispute) to a Distribution; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets other than as permitted pursuant to (1) above; (3) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Liquidation Trust, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or their respective property; (4) asserting a right of subrogation of any kind against any debt, liability or obligation due to the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or the Released Parties; and (5) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Such injunction will extend to the successors, if any, of the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, and the Released Parties and to their respective properties and interests in property. Anyone injured by any willful violation of this injunction will be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

Article IX.D. of the Plan: Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE IN
ARTICLE IX.B.2. OF THE PLAN:**

IF YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF.

Item 5. Certifications

By signing this Ballot, the undersigned certifies to the Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class 5 Claim (Non-Released Party General Unsecured Claims) being voted or (b) an authorized signatory for the Holder of the Class 5 Claim(s) (Non-Released Party General Unsecured Claims) being voted;
2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that it has cast the same vote with respect to all Class 5 Claims (Non-Released Party General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
4. that no other Ballots with respect to the amount of the Class 5 Claim(s) (Non-Released Party General Unsecured Claims) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 5 Claim(s) (Non-Released Party General Unsecured Claims) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Claim(s) held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;
7. that it understands that, if it casts a vote to accept the Plan, it or the Holder on whose behalf it is submitting this Ballot, as applicable, shall be a “Releasing Party” under the Plan;
8. that it acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
9. that it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: _____
(Please print or type)

Signature: _____

Name of Signatory: _____
(If other than Holder)⁴

Title: _____

Address: _____

Telephone No.: _____

E-Mail Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY IN ACCORDANCE WITH ONE OF THE APPROVED SUBMISSION
METHODS DESCRIBED ABOVE. YOUR BALLOT MUST BE ACTUALLY
RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. PREVAILING
EASTERN TIME ON FEBRUARY 25, 2022.**

⁴ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement Order, as applicable.
2. **The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.**
3. KCC’s “E-Ballot” platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. To have your vote counted, you must electronically complete, sign, and return a customized electronic Ballot by utilizing the E-Ballot on KCC’s website, <http://www.kccllc.net/tectaerospace>. Your Ballot must be received by KCC no later than the Voting Deadline, unless such time is extended by the Debtors.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT.

4. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope or via first class mail, overnight courier, or hand delivery to:

TECT Aerospace Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

5. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or by a method provided herein. The Voting Deadline for the receipt of Ballots by KCC is **4:00 p.m. (prevailing Eastern Time) on February 25, 2022**. Your completed Ballot must be actually received by KCC on or before the Voting Deadline.
6. Except as otherwise provided herein or unless waived by the Debtors or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.
7. If you cast more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect your intent and, thus, shall be deemed supersede any prior Ballot. If you simultaneously cast inconsistent Ballots, such Ballots will not be counted.

8. If you cast a Ballot that is properly completed, executed and timely returned to KCC but that does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.
9. If you cast a Ballot that is properly completed, executed, and timely returned to KCC but that indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.
10. You shall be deemed to have voted the full amount of your Claim and shall not be entitled to split your vote within a particular Class. Any Ballot that partially accepts and partially rejects the Plan will not be counted.
11. The following Ballots shall not be counted:
 - (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder;
 - (ii) any Ballot that (A) does not indicate an acceptance or rejection of the Plan, (B) indicates both an acceptance and rejection of the Plan, and/or (C) partially accepts and partially rejects the Plan;
 - (iii) any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in a Voting Class as of the Voting Record Date;
 - (iv) any Ballot received after the Voting Deadline unless the Debtors have granted an extension in writing (including e-mail) with respect to such Ballot. The Holder of a Claim may choose the method of delivery of its Ballot to KCC at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by KCC;
 - (v) any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein, provided that Ballots submitted through the E-Ballot will be counted;
 - (vi) any Ballot sent to a person other than KCC; and
 - (vii) any Ballot not bearing an original signature; *provided, however*, for the avoidance of doubt, a Ballot submitted via KCC's E-Ballot shall be deemed to contain an original signature.
12. **If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing** and, if requested by KCC, the Debtors, or the Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, you should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

13. The Debtors, subject to contrary order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Declaration.
14. Neither the Debtors, KCC, nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Declaration, nor will any of them incur any liability for failure to provide such notification.
15. Unless waived by the Debtors, subject to contrary order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.
16. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with a Ballot.
17. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or (ii) an assertion or admission of a Claim.
18. If you believe you have received the wrong Ballot, you should contact KCC immediately at (877) 725-7523 (U.S./Canada) or (424) 236-7237 (International) or by email to TECTAerospaceInfo@kccllc.com, referencing "TECT Aerospace Group Ballots" in the subject line.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR
THE VOTING PROCEDURES, PLEASE CONTACT KCC AT (877) 725-7523
(U.S./CANADA) OR (424) 236-7237 (INTERNATIONAL)**

EXHIBIT 4

Notice of Non-Voting Status

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re TECT AEROSPACE GROUP HOLDINGS, INC., et al., <p style="text-align: center;">Debtors.¹ </p>	X : : : : : : : : X	Chapter 11 Case No. 21–10670 (KBO) Jointly Administered Re: D.I. 666, 667 & ____
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**NOTICE OF NON-VOTING STATUS FOR UNIMPAIRED CLASSES
UNDER DEBTORS’ PLAN OF LIQUIDATION**

PLEASE TAKE NOTICE THAT:

1. Approval of Disclosure Statement. On January 25, 2022, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) held a hearing (the “**Disclosure Statement Hearing**”) regarding approval of the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 667] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) in the chapter 11 cases (the “**Chapter 11 Cases**”) of TECT Aerospace Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**”). After the hearing, the Court entered an order [D.I. ____] (the “**Disclosure Statement Order**”) approving the Disclosure Statement. The Disclosure Statement Order also authorizes the Debtors to solicit votes to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on December 21, 2021 [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).²

2. Confirmation Hearing. A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, at the Court, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on [____], **2022 at [____] (prevailing Eastern Time)**. The Confirmation Hearing may be held virtually or adjourned or continued from time to time by the Court or the Debtors without further notice other than as announced in open court or as indicated

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 Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. Unimpaired Claims. Under the Plan, Claims in Class 1 (Priority Claims) and Class 2 (Other Secured Claims) are Unimpaired and not entitled to vote.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR CLAIM(S) AGAINST THE DEBTORS IS UNIMPAIRED UNDER THE TERMS OF THE PLAN, AND THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR IF YOU WANT TO REQUEST A COPY OF THE DISCLOSURE STATEMENT ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC ("KCC"), IN WRITING AT TECT AEROSPACE GROUP HOLDINGS, INC., C/O KURTZMAN CARSON CONSULTANTS LLC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245, BY TELEPHONE AT 877) 725-7523 (U.S./CANADA) OR 424) 236-7237 (INTERNATIONAL), OR BY EMAIL AT TECTAEROSPACEINFO@KCCLLC.COM. COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE DISCLOSURE STATEMENT ORDER CAN BE ACCESSED FREE OF CHARGE AT [HTTP://WWW.KCCLLC.NET/TECTAEROSPACE](http://WWW.KCCLLC.NET/TECTAEROSPACE). PLEASE BE ADVISED THAT KCC CANNOT PROVIDE LEGAL ADVICE.

4. Objections to confirmation of the Plan must: (a) be in writing, (b) comply with the Bankruptcy Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and the specific grounds therefor, (e) be filed with the Court, contemporaneously with a proof of service, by no later than the Confirmation Objection Deadline, and (f) be served in accordance with the Local Rules upon the following parties:

Counsel to the Debtors

Richards, Layton & Finger, P.A.
Attn: Paul N. Heath (heath@rlf.com)
Zachary I. Shapiro (shapiro@rlf.com)

Office of the U.S. Trustee

844 King Street
Suite 2207
Wilmington, DE 19801
Attn: Linda Casey
(Linda.Casey@usdoj.gov)

Counsel to the Creditors' Committee

Kilpatrick Townsend & Stockton LLP
Attn: David M. Posner
(dposner@kilpatricktownsend.com)
Gianfranco Finizio
(gfinizio@kilpatricktownsend.com)

Co-Counsel to the Creditors' Committee

Womble Bond Dickinson (US) LLP
Attn: Matthew P. Ward
(matthew.ward@wbd-us.com)
Morgan L. Patterson
(morgan.patterson@wbd-us.com)

Counsel to Boeing

Perkins Coie LLP

Attn: Alan D. Smith

(adsmith@perkinscoie.com)

Amir Gamliel

(agamliel@perkinscoie.com)

Co-Counsel to Boeing

Young Conaway Stargatt & Taylor, LLP

Attn: Edmon L. Morton

(emorton@ycst.com)

Kenneth J. Enos

(kenos@ycst.com)

Select Defined Terms in the Plan

“Exculpated Parties” means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Creditors’ Committee and its members; and (c) with respect to each of the foregoing, such Entities’ Representatives; *provided, however*, that the Non-Released Parties shall not be Exculpated Parties.

“Non-Released Parties” means (i) the Debtors’ current and former non-Debtor Affiliates, (ii) any “insider” (as defined in 11 U.S.C. § 101(31)) of the Debtors, (iii) the Debtors’ current and former directors, managers, officers, control persons, equity holders (regardless of whether the Interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and (iv) any individuals identified in the Plan Supplement as a Non-Released Party; *provided, however*, that the following parties shall not be included within “Non-Released Parties”: (a) the Debtors; (b) Jean King, in her capacity as a director of the Debtors; (c) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (d) any professional retained by the Debtors by order of the Bankruptcy Court in the Chapter 11 Cases.

“Released Parties” means collectively, and in each case, in their respective capacities as such (a) the Prepetition Lenders; (b) the DIP Lenders; (c) Boeing; (d) the Creditors’ Committee and the members of the Creditors’ Committee solely in their capacities as such, and not individually; (e) with respect to (a) through (d), those Entities’ Representatives; (f) the Debtors; (g) Jean King, in her capacity as a director of the Debtors; (h) Shaun Martin, in his capacity as the Debtors’ Chief Restructuring Officer; and (i) the Debtors’ Representatives who served in that capacity on or after the Petition Date; *provided, however*, that the Released Parties shall not include the Non-Released Parties.

“Releasing Parties” means collectively, and in each case, in their respective capacities as such, (a) the Released Parties; (b) all Holders of Claims who vote to accept the Plan; and (c) with respect to each Entity in clauses (a) through (b), each Entity’s Representatives.

Select Provisions of the Plan

Article IX.A. of the Plan: Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur any liability with respect to, and each Exculpated Party is released and exculpated from, any cause of action for any claim related to any act or omission in connection with, relating to, or arising out of, post-petition conduct within the Chapter 11 Cases, the Disclosure Statement, the Plan, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Asset Sales, post-petition conduct within the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to

have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.B.1. of the Plan: Releases by the Debtors

On and after the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, including any Retained Causes of Action and derivative claims that could be asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on, or relating to, or in any manner arising from, in whole or in part, Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.B.2. of the Plan: Releases by Holders of Claims and Interests

As of the Effective Date, except as otherwise provided in the Plan, each Releasing Party is deemed to have released each Released Party from any and all claims and causes of action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out of court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or on any other related act or omission, transaction, agreement, event, or other occurrence taking place on, or before, the Effective Date.

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing releases, which includes by reference each of the related provisions and definitions contained therein.

Article IX.C. of the Plan: Injunction

Except as provided in the Plan or the Confirmation Order and other than with respect to a right of recoupment or a setoff, as of the Effective Date, all Entities that have held, currently hold or may hold a Claim or other debt or liability subject to the Plan or an Interest or other right of an equity security Holder that is terminated pursuant to the terms of the Plan or cause of action of a non-Debtor that is released under the Plan will be permanently enjoined from taking any of the following actions in respect of any such Claims, debts, liabilities, Interests or rights: (1) commencing or continuing in any manner or means any action or other proceeding against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets, whether directly, derivatively or otherwise, other than to enforce any right pursuant to the Plan (or any order resolving the Dispute) to a Distribution; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, the Released Parties, or their respective assets other than as permitted pursuant to (1) above; (3) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Liquidation Trust, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or their respective property; (4) asserting a right of subrogation of any kind against any debt, liability or obligation due to the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, or the Released Parties; and (5) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan. Such injunction will extend to the successors, if any, of the Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan with respect to the Exculpated Parties), the GUC Distribution Trust, the GUC Distribution Trustee, and the Released Parties and to their respective properties and interests in property. Anyone injured by any willful violation of this injunction will be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

Article IX.D. of the Plan: Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

Dated: [____], 2022
Wilmington, Delaware

/s/ DRAFT

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