

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re	:	Chapter 11
	:	
TECT AEROSPACE GROUP HOLDINGS, INC., et al.,	:	Case No. 21-10670 (KBO)
	:	
Debtors.¹	:	Jointly Administered
	:	
-----	X	Re: D.I. 725, 726, 735, 737 & 738

**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**”) entered an order [D.I. 735] (the “**Disclosure Statement Order**”) approving the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on January 21, 2022 [D.I. 726] (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**”). 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 January 21, 2022 [D.I. 725] (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 **March 8, 2022 at 1:30 p.m. (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:

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Zachary I. Shapiro (shapiro@rlf.com)

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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 occurring on or after the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, 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, 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: January 25, 2022
Wilmington, Delaware

/s/ Zachary I. Shapiro

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