

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i> ,)	
)	
Debtors ¹.	)	Case No. 21-10670 (KBO)
)	
	)	(Jointly Administered)
)	
_____)	
)	
UTICA EQUIPMENT FINANCE, LLC,)	
and UTICA REALTY WELLINGTON,)	
LLC,)	
)	
Plaintiffs,	)	Adv. Proc. No. _____
)	
v.)	
)	
TECT AEROSPACE WELLINGTON,)	
INC, TECT AEROSPACE KANSAS)	
HOLDINGS, LLC, CENTRAL KANSAS)	
AEROSPACE MANUFACTURING, LLC)	
and THE BOEING COMPANY,)	
)	
Defendants.)	

COMPLAINT

Utica Equipment Finance, LLC (“**UEF**”) and Utica Realty Wellington, LLC (“**Utica Realty Wellington**” or the “**Landlord**”, together the “**Plaintiffs**”), file this action seeking replevin of UEF’s property currently situated at property leased by Defendant TECT Aerospace Wellington Inc. subject to certain “designation rights” granted to Central Kansas Aerospace Manufacturing, LLC and states as follows:

¹ The Debtors are TECT Aerospace Group Holdings, Inc., TECT Aerospace Kansas Holdings, LLC, TECT Aerospace Holdings, LLC, TECT Aerospace Wellington Inc., TECT Aerospace, LLC, TECT Hypervelocity, Inc. and Sun Country Holdings, LLC.



PARTIES

1. Plaintiff, UEF is organized in Delaware and has its principal place of business in North Carolina, and is therefore a citizen of Delaware and North Carolina.

2. Plaintiff, Utica Realty Wellington is organized in North Carolina and has its principal place of business in Kansas, and is therefore a citizen of North Carolina and Kansas.

3. Defendant Debtor TECT Aerospace Wellington, Inc. ("**TAW**") is incorporated in Kansas and had its principal place of business in Wellington, Kansas, and is therefore a citizen of Kansas.

4. Defendant Debtor TECT Aerospace Kansas Holdings, LLC ("**Holdings**") is organized in Delaware and had its principal place of business in Wellington, Kansas, and is therefore a citizen of Delaware and Kansas.

5. Defendant Central Kansas Aerospace Manufacturing Company, LLC ("**CKAM**") is organized in Delaware and had its principal place of business in Wellington, Kansas, and is therefore a citizen of Delaware and Kansas.

6. Defendant The Boeing Corporation ("**Boeing**") is incorporated in Delaware and has its global headquarters in Illinois with operations in numerous States in the United States and around the globe with over 140,000 employees, and is therefore a citizen of Delaware and Illinois.

JURISDICTION AND VENUE

7. The United States Bankruptcy Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

9. This adversary proceeding is commenced pursuant to Rule 7001(1) of the Federal

Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

10. This adversary proceeding is a core proceeding as defined by USC § 157(b)(2)(E) in that it seeks replevin of equipment owned by Plaintiff UEF and in the possession of the Debtor defendants or their designees.

BACKGROUND

11. On August 15, 2013, Utica Realty Wellington entered into a lease agreement with TAW as tenant and Holdings as guarantor (the “**Lease**”). By amendment, the Lease was extended on September 13, 2019. The Lease is for the real estate situate at the Wellington Industrial Park Subdivision, Sumner County, Kansas (the “**Kansas Facilities**”). A true and correct copy of the Lease and its amendment is attached hereto as **Exhibit A**.

12. On April 23, 2019, bavium technologie GMBH (“**bavium**”) issued the specifications and terms for the Equipment to TAW (the “**Equipment Specifications and Terms**”). A true and correct copy of the Equipment Specifications and Terms is attached hereto and marked as **Exhibit B**. Pursuant to the Equipment Specifications and Terms, the full purchase price of the Equipment was \$3.0 million.

13. On April 24, 2019, TAW issued a purchase order for an axis CNC High Speed Cutting Machining Center PBZ HD 1600/80 and related accessories (the “**Equipment**”) to bavium (the “**Purchase Order**”). A true and correct copy of the Purchase Order is attached hereto and marked as **Exhibit C**.

Pursuant to the Equipment Specifications and Terms,

6. Retention of title

6.1 The Supplier reserves the right of ownership over the goods delivered up until full payment of all claims arising from and in connection with the supply agreement. This shall also be applicable to all future deliveries, even if the Supplier does not expressly refer

to this. The Supplier shall be entitled to take back the supplied item if the Customer acts in breach of contract.

6.2 The Customer shall be obliged to take good care of the goods delivered until ownership reverts to the Customer. In particular, it is obliged to take out adequate (new-replacement) insurance cover for them, at the Customer's own expense, against theft, fire and flooding. If servicing and inspection works need to be performed, then the Customer shall perform them at its own expense in time. Until ownership has transferred to the Customer, it must promptly write to the Supplier to inform the Supplier if the delivered item becomes the subject of distraint or is otherwise exposed to seizure on the part of third parties. To the extent that the third party is not able to reimburse the Supplier for the judicial and extrajudicial costs of a legal action corresponding to §771 ZPO (Code of Civil Procedure), the Customer shall be liable for the loss incurred by the Supplier.

Equipment Specifications and Terms at Sec. 6.

14. On September 28, 2020, TAW assigned all of its right, title and interest in and to the Equipment to UEF (the "Assignment Agreement"). A true and correct copy of the Assignment Agreement is attached hereto as Exhibit D. Through the Assignment Agreement, bavius consented to UEF's assumption of said Purchase Order and agreed to accept payment of the remaining balance owed on the Equipment from UEF, and UEF has paid money to bavius. See Exhibit D.

15. As of the date of this filing, the full amount due pursuant to the Equipment Specifications and Terms has not been paid to bavius by TAW and/or UEF. To date, the Debtors paid \$1.2 million to bavius (prior to the execution of the Assignment Agreement) and UEF paid bavius \$1.2 million subsequent to the execution of the Assignment Agreement and owes bavius the remaining \$600,000 payment due in January 2022. Pursuant to the Assignment Agreement, UEF is responsible for the final \$600,000 due to bavius pursuant to the Equipment Specifications and Terms and the Purchase Order.

16. On April 5, 2021 (“**Petition Date**”), the Debtors filed voluntary chapter 11 petitions for bankruptcy protection with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). (Doc. No. 1).

17. On May 3, 2021, TAW filed its Statement of Financial Affairs (“**SFA**”) wherein it itemized “Property the Debtor Holds or Controls That the Debtor Does Not Own.” (Doc. No. 101). The Debtors listed the Assignment Agreement for the Equipment and declared under penalty of perjury that they did not own the Equipment and identified UEF as the owner of the Equipment. (Doc. No. 101, p. 28 of 81).

18. At no time has any entity challenged the fact that the Debtors do not own the Equipment or that UEF holds the rights vis-à-vis the Equipment pursuant to the Assignment Agreement.

19. On July 13, 2021, this Court entered the Order (I) Approving the Sale of the Debtors’ Kansas Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief (the “**Kansas Sale Order**”) (Doc. No. 372).

20. The Kansas Sale Order approved the Asset Purchase Agreement by and among the Debtors, Boeing and CKAM (“**Kansas Asset Purchase Agreement**”). See Kansas Sale Order at ¶ 4.

21. On August 4, 2021, UEF sent a letter to Defendants, advising that “UEF intends to exercise its rights and remedies with regard to the Equipment, including taking possession of the Equipment in due course.” UEF explained its understanding that TAW intends to close on the sale of substantially all of its assets to Boeing in the immediate future and that TAW no longer requires access to the Equipment and UEF requested that TAW and any subtenant, including Boeing,

safeguard and preserve the Equipment pending removal of the same by UEF. A true and correct copy of this correspondence is attached hereto as **Exhibit E**.

22. UEF wrote to TAW and Boeing again on August 13, 2021, notifying them of UEF's intent "to commence the disassembly and removal process of the Equipment on October 4, 2021." UEF also advised that due to the complexity of the disassembly and removal process, UEF engaged bavius' services² to oversee and coordinate the disassembly and removal of the Equipment from the Kansas Facilities. UEF noted that the Equipment disassembly and removal process will require significant time and effort, will require coordination with TAW and/or the Boeing/CKAM from time to time and requested assistance with connecting bavius directly to the appropriate facilities management team. A true and correct copy of this correspondence is attached hereto as **Exhibit E**.

23. Beginning on August 13, 2021, representatives of UEF and Boeing held discussions regarding the removal process of the Equipment from the Kansas Facilities. During those discussions, UEF advised Boeing that the Equipment removal process would commence on October 4, 2021 and require approximately two weeks for the full disassembly and removal of the Equipment from the Kansas Facilities.

24. UEF submits the removal of the Equipment will not harm the Debtors, CKAM or Boeing or impede or impair any business operations of the Debtors, CKAM or Boeing.

25. On August 13, 2021, Debtors filed the Notice of (I) Closing of Sale of Kansas Assets, and (II) Schedule of Executory Contracts and Unexpired Leases Initially Assumed and Assigned in Connection with Kansas Sale ("**Kansas Sale Closing Notice**") (Doc. No. 418).

² bavius is the manufacturer and seller of the Equipment and originally delivered/constructed the Equipment at the Kansas Facilities.

Pursuant to the Kansas Sale Closing Notice, the Debtors and CKAM closed the sale related to the Kansas Facilities and operations (“**Kansas Operations**”) on August 6, 2021 (“**Kansas Closing Date**”).

26. Pursuant to the Kansas Sale Order and Kansas Sale Closing Notice, the Debtors sold substantially all of their assets associated with their Kansas Operations to CKAM.

27. The Equipment was not an asset subject to sale by the Debtors given TAW had assigned its right, title and interest in the Equipment to UEF in September of 2020 with UEF becoming responsible for payment of the Equipment. To the contrary, the Debtors affirmed under penalty of perjury that it was merely holding the Equipment on behalf of the owner, UEF. (Doc. No. 101, p. 28 of 81).

28. The Debtors, long ago, ceased to have any right, title or interest related to the Equipment. Further, upon information and belief, upon closing of the sale associated with the Kansas Sale Motion, neither the Debtors, nor any of the Defendants, have any right, title or interest related to the Equipment and none of the parties are utilizing the Equipment in connection with the Kansas Operations.

29. The Debtors do maintain certain executory contracts and unexpired real estate leases during the Contract Designation Right Period (as defined in the Kansas Asset Purchase Agreement)³, which provides CKAM with an opportunity to “designate” executory contracts and/or unexpired real estate leases (defined as “**Designated Agreement**” in the Kansas Asset Purchase Agreement) for assumption and assignment by the Debtors to CKAM or rejection.

³ Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Conversion Motion, Kansas Sale Motion, Kansas Sale Order or Kansas Asset Purchase Agreement.

30. Any rights bestowed upon the CKAM and/or Boeing vis-à-vis the Designated Agreement related to real property lease(s) have no effect on UEF's obligor/ownership interest in the Equipment.

31. On September 14, 2021, UEF wrote to Defendants, yet again, to confirm UEF's interest in the Equipment and intentions to proceed with the removal of the Equipment from the Kansas Facilities. A true and correct copy of this correspondence is attached hereto as **Exhibit G**.

32. On October 1, 2021, UEF wrote a letter to Defendants confirming that a representative of UEF and the bavius personnel will be at the Kansas Facilities on October 4, 2021, as planned, to commence the process of disassembly and removal of the Equipment. A true and correct copy of this correspondence is attached hereto as **Exhibit H**.

33. On October 1, 2021 at 2:17 p.m. (ET) Boeing emailed UEF's counsel indicating that the Boeing Parties will interfere with UEF's disassembly and removal of UEF's Equipment (a true and correct copy of this correspondence is attached hereto as **Exhibit I**).

34. On October, 14, 2021, Armin Walther, Chief Executive Officer (CEO) of bavius, executed a declaration related to UEF's efforts to take possession of the Equipment ("Walther Declaration"). A true and correct copy of the Walther Declaration is attached hereto and marked as **Exhibit J**.

35. In the Walther Declaration, Mr. Walther confirms, among other things, the following:

- a. He is the CEO of bavius -- ¶ 1.
- b. He possesses personal knowledge with regard to the Equipment, the Equipment Specifications and Terms, the Purchase Order and the Assignment Agreement -- ¶¶ 1, 4.

c. Due to TAW's inability to pay bavius in accordance with the terms of the Equipment Specifications and Terms and Purchase Order, bavius refused to ship TAW the Equipment -- ¶ 3.

d. After execution of the Assignment Agreement and UEF making the third \$600,000 installment payment to bavius, bavius agreed to and did ship the Equipment to TAW at the Kansas Facilities -- ¶ 5.

e. bavius is the owner of the Equipment until the balance of the amount due is paid by UEF to bavius -- ¶ 7.

f. bavius supports immediate removal of the Equipment from the Kansas Facilities and bavius has agreed to provide labor, materials and expertise to assist UEF in the disassembly and removal of the Equipment from the Kansas Facilities -- ¶ 8.

36. As of the date hereof, CKAM and Boeing continue to refuse to provide UEF with access to the Kansas Facilities to permit UEF to disassemble and remove the Equipment.

37. UEF files the instant action in replevin to obtain a judgment from this Court authorizing the removal of the Equipment from the Kansas Facilities.

CLAIM FOR REPLEVIN

38. Plaintiff repeats each and every allegation asserted in paragraphs "1" through "37" as if more fully set forth herein.

39. Plaintiff UEF is party lawfully entitled to possession of the Equipment, which is currently located at the Kansas Facilities.

40. Plaintiff Utica Realty Wellington is the owner of the Kansas Facilities and is the

landlord to TAW.

41. Plaintiffs are lawfully entitled to possession as purchaser of the Equipment from bavius pursuant to the Assignment Agreement. See Exhibit D.

42. bavius, as owner of the Equipment, has confirmed that it supports UEF's request to disassemble and remove the Equipment from the Kansas Facilities.

43. The Equipment is wrongfully detained by the Defendants.

44. UEF has made several demands for the removal of the Equipment from the Kansas Facilities and, as of the date of this filing, the Defendants have refused to provide UEF with access to the Kansas Facilities to remove the Equipment.

45. The estimated value of the Equipment is an amount of approximately \$1,800,000.00, which is not an admission of value but to comply with the requirements of Kan. Stat. Ann. § 61-3701.

WHEREFORE, Plaintiffs respectfully request that that this Court enter an order which requires the Defendants to allow Plaintiffs access to the Kansas Facilities in a manner sufficient to permit Plaintiffs to remove the Equipment and grant any other relief as is just and proper.

Dated: November 4, 2021

CLARK HILL, PLC

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i>,	)	Case No. 21-10670 (KBO)
)	
Debtors.	)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT A

LEASE

THIS LEASE (the "Lease"), is made as of August 15, 2013 by and between Utica Realty Wellington, LLC, a North Carolina limited liability company ("Landlord"), and TECT Aerospace – Wellington, Inc., a Delaware corporation ("Tenant").

Notwithstanding any provision or possible implication of this Lease to the contrary herein, this Lease shall be an absolute net lease, so that this Lease shall yield all Rent payable hereunder as an absolutely net return to Landlord. Accordingly, with the sole exception of Landlord's income taxes, Tenant shall pay all taxes, insurance, assessments, and other costs, expenses and obligations of every kind and nature whatsoever relating to the ownership and operation of the Premises, such as taxes, assessments, insurance premiums and maintenance, repair and compliance costs, which accrue with respect to the Premises on and after the Commencement Date and prior to the expiration of the term of the Lease. Tenant's obligation to pay all amounts described in this section shall survive the expiration or earlier termination of this Lease.

Tenant's rights under this Lease are conditioned on the execution and delivery by UCA Holdings, Inc. ("**Guarantor**") to Landlord of a Guaranty Agreement (the "**Guaranty**") in the form attached hereto as Exhibit D. The Guaranty shall be executed and delivered simultaneously with the execution and delivery of this Lease by Tenant to Landlord.

1. Premises. For the term, at the rent and upon the provisions and conditions hereinafter contained, Landlord does hereby let and lease to Tenant, and Tenant does lease from Landlord, the real property described on Exhibit A, attached hereto and incorporated by reference herein, and all buildings and improvements presently located thereon, and all appurtenances and rights thereunto belonging (collectively, the "Premises"), subject to conditions, restrictions, easements, reservations, and all other matters of record, zoning ordinances and use restrictions, and the terms and conditions hereinafter set forth.

2. Term. To have and to hold the Premises unto Tenant for the term commencing on the Commencement Date (the "Commencement Date") as set forth on Exhibit B, attached hereto and incorporated by reference herein, and expiring on the Termination Date (the "Termination Date") as set forth on Exhibit B, unless sooner terminated as herein provided.

3. Rent. As rent for the use of the Premises ("Rent"), Tenant agrees to pay an amount equal to the amount set forth on Exhibit C, attached hereto and incorporated by reference herein, per month for each calendar month during which Tenant occupies or otherwise makes use of the Premises. Rent for any partial month shall be pro rated accordingly. Rent shall be paid in advance on or before the first day of each and every calendar month of the term of this Lease.

4. Use. The Premises shall be used and occupied as permitted by, and at all times in accordance with, all Applicable Laws.

5. Taxes.

(a) Tenant shall pay, before delinquency, all real estate taxes and assessments (both general and special) and impositions that may be levied against the Premises and that are applicable to the term of this Lease, all taxes, assessments, impositions, license fees, rent taxes, and other charges that may be levied or assessed against Tenant's personal property installed or located in, on, or upon the Premises, as well as any sales tax imposed upon the rents and/or other sums payable by Tenant to Landlord hereunder. If any tax bill or invoice for the term of this Lease shall include any period of time prior to or following the term of this Lease, Tenant shall pay the entire amount due and payable and Landlord shall, within five (5) days of written notice thereof, reimburse Tenant for the pro rata portion of the tax bill which does not relate to the term of this Lease.

(b) Landlord shall cause all bills and invoices for the taxes to be mailed by the applicable taxing authorities directly to Tenant at the Premises.

(c) If Tenant shall not promptly pay, prior to delinquency thereof, any taxes for which Tenant is responsible hereunder, Landlord may, but shall not be required to, pay the same without waiving or affecting any right herein, and Tenant shall pay to Landlord the amount, if any, so paid by Landlord by reason of Tenant's non-payment thereof, within ten (10) days of written demand.

(d) Notwithstanding the foregoing, Tenant shall have the right to contest all real estate taxes and assessments, provided that Tenant shall pay all costs associated therewith and shall diligently pursue all such contests without delay. Landlord agrees to cooperate with Tenant in connection with any contest by Tenant relating to real estate taxes and assessments relating to the Premises, provided, however, that Landlord shall not be required to expend any funds in connection therewith.

6. Utilities. Tenant shall pay for all water, sewage charges, heating, air conditioning, electricity, gas, telephone and all other utilities and utility services consumed in, furnished to, or charged against the Premises, or any part thereof, during the term of this Lease. Tenant shall furnish and pay for all services furnished to, required or used by, it in connection with its occupancy of the Premises, including without limitation, the replacing of all light bulbs, fluorescent tubes, starters and ballasts as needed, all janitorial and cleaning services, removal of debris, rubbish and waste, cleaning of all windows and glass in or on the Premises, keeping clean and free from debris and cleaning the sidewalks, driveways, alleyways and accessways within the Premises and all parts thereof, as well as all of the vacant or unimproved land on or comprising part of the Premises, and all other services required by Tenant in connection with its occupancy of the Premises. Landlord shall not be liable for any delays, breakdowns, stoppage or deficiencies in furnishing any such utilities or services unless such delay, breakdown, stoppage or deficiency is due to the negligence or intentional misconduct of Landlord.

7. Hazard Insurance. At all times during the term of this Lease, the Premises, together with all improvements thereon, shall be insured at Tenant's cost and expense as follows: (i) against loss or damage by fire, including extended coverage, in an amount not less than the full insurable replacement cost value thereof; (ii) against such other hazards, of a similar or dissimilar nature, as are or shall be customarily covered with respect to properties similar in construction, general location, use and occupancy to the Premises or as may be required by the holder of any first mortgage against the Premises; (iii) against liability by a commercial general liability policy for accidents, personal injury or death in an amount not less than \$1,000,000 for each claim and property damage of not less than \$1,000,000; and (iv) against loss by flood if flood insurance is available and reasonably required by either Landlord or the holder of any mortgage against the Premises. Such insurance shall be procured and maintained by Tenant at Tenant's sole cost and expense and shall insure Landlord, Tenant and Landlord's mortgagee(s), and assignees of Landlord's mortgagee(s), if any, as their interests may appear. Each such policy shall (i) contain a standard mortgagee endorsement, if required by Landlord, providing, in the event of loss under such policy, for the payment of the insurance proceeds to be paid to the holders of the mortgages upon the Premises, as their interest may appear and (ii) provide for twenty (20) days' written notice to Landlord and Landlord's mortgagee, if any, prior to cancellation or reduction in amount thereof. Landlord shall be furnished with an insurance certificate evidencing such insurance. Not less than twenty (20) days prior to the expiration of such policy, a renewal certificate and copy of the renewal policy shall be delivered to Landlord. Tenant shall have the right to provide the coverages required herein under blanket policies provided that the coverage afforded shall not be diminished by reason thereof.

8. Waiver of Subrogation. Landlord and Tenant do hereby waive, to the extent of the insurance proceeds actually received and to the extent no insurance coverage is invalidated thereby, any and all right of recovery, claim, action or cause of action against the other, their respective agents and employees, for any loss or damage that may occur to the Premises, including the Premises or any additions or improvements thereto, or any contents therein, by reason of fire, the elements or any other cause which could be insured against under the terms of a standard fire, vandalism, malicious mischief, and extended coverage insurance policy or policies, building contents and business interruption insurance policies, or for which Landlord or Tenant may be reimbursed as a result of insurance coverage affecting any loss suffered by either party hereto, regardless of cause or origin, including the negligence of Landlord or Tenant, or their respective agents and employees. All insurance policies carried by either party covering the Premises, including, without limitation, contents, fire and other casualty insurance, shall expressly waive any right on the part of the insurer against the other party for damage to or destruction of the Premises resulting from the acts or omissions of the other party.

9. Repairs and Maintenance.

(a) Tenant, at its sole cost and expense, will keep and maintain the Premises, including all heating, ventilating and air conditioning equipment, all plumbing, mechanical and electrical systems and all other structures located on the Premises, in substantially such condition and repair as existed on the Commencement Date and will make promptly all necessary repairs, at its sole cost and expense, to so maintain the Premises in equal quality and class with the condition and functionality of the Premises on the date of this Lease.

(b) Tenant shall not (except when replaced with replacement property of equal or greater value), remove any fixture included in the Premises, nor remove or demolish any building or improvement located on the Premises.

(c) If the improvements located on the Premises are totally or partially damaged or destroyed, then promptly after such damage or destruction, Tenant shall repair, rebuild or restore all damaged improvements on or about the Premises so as to make the Premises at least equal in value to the Premises existing immediately prior to such damage or destruction. All such repair, rebuilding or restoration shall be at Tenant's expense; provided, however, that to the extent necessary to effect such repair, rebuilding or restoration, Landlord will, subject to the reasonable conditions imposed by Lender for the release of such proceeds, make available to Tenant (a) the net proceeds of any fire or other casualty insurance paid either to Landlord or to Lender as loss payees under the insurance required to be maintained by Tenant or (b) the net proceeds of any award from a Partial Taking paid either to Landlord or to Lender pursuant to this Lease, in either case after deduction of any actual costs incurred in connection with the collection thereof, including reasonable attorneys' fees. Payment to Tenant of such net proceeds shall be made in accordance with reasonable draw and disbursement procedures customarily required in connection with construction loans. Tenant shall deliver to Landlord for Landlord's approval the plans and specifications, as well as a schedule setting forth the estimated periodic draws for such work. Upon Landlord's approval thereof, Tenant will begin such repairs, rebuilding or restoration and will prosecute the same to completion with diligence and in accordance with the applicable terms and conditions contained in this Lease. Landlord and its architects and engineers shall have the right, at Tenant's expense, to conduct reasonable inspections of the Premises from time to time during such repair, rebuilding and restoration. In no event, however, shall Landlord have any liability whatsoever for any defects in the design or construction, or the compliance of the plans and specifications with Laws. In no event shall any damage or destruction allow Tenant to abate the payment of any Rent or terminate this Lease, except as provided in Section 17(b) of this Lease. Notwithstanding the foregoing, if the Premises are damaged or destroyed by fire or other casualty within the final twenty-four (24) months of the term of this Lease or any renewal Term, and the Premises cannot be restored within twelve (12) months after the date of such damage or destruction, then Tenant may terminate this Lease by written notice to Landlord within thirty (30) days after the date of such damage or destruction. If this Lease is terminated under the preceding sentence, all insurance proceeds in consideration of the Premises shall be paid to Landlord, and Tenant shall execute and deliver all documents necessary to cause such payment to be made (which obligation of Tenant shall survive termination of this Lease).

10. No Waste. Tenant will not commit, or suffer to be committed, any waste upon the Premises.

11. Alterations, Installations, Improvements, and Removals by Tenant.

(a) Except as provided herein, Tenant shall not alter, add to, or change the Premises without Landlord's consent first had and obtained in writing, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the right, without the consent of, but with prior notice to, Landlord, to make minor alterations to non-structural

elements of the Premises, so long as such alterations do not detract from the utility or value of the Premises. In the event Landlord consents to any additions, alterations, improvements, and changes or in the event Tenant shall have the right to alter, add to or change the Premises without the consent of Landlord, as provided in the preceding sentence (hereinafter sometimes collectively referred to as "Alterations"), Tenant, in connection therewith, shall comply with each of the following:

- (i) Tenant shall pay all costs and expenses thereof;
- (ii) all Alterations shall be made in a good and workmanlike manner in accordance with all Applicable Laws and shall not cause a reduction in value of the Premises or adversely affect the structural soundness of the building or improvements comprising a part thereof;
- (iii) Tenant shall have procured all required permits and authorizations of governmental authorities having jurisdiction;
- (iv) all Alterations shall be made free and clear of mechanic's liens or other liens or claims in connection therewith;
- (v) such Alterations shall not impair the manufacturing operation of the business conducted on the Premises; and
- (vi) any consents or approvals required from the holder of any financing documents affecting the Premises have been obtained prior to the commencement of making such Alterations.

(b) Except as elsewhere specifically provided to the contrary, Tenant may remove any or all interior and non-structural Alterations from the Premises at any time prior to the expiration of the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant. Tenant may not remove any exterior or structural Alterations (except signage as hereinafter provided) without Landlord's consent. Alterations not so removed shall become the property of Landlord and shall remain upon and be surrendered with the Premises at the termination of this Lease. Tenant agrees that construction of any Alterations by it as aforesaid will be performed by Tenant on its own behalf and not as Landlord's agent.

12. Liens. Tenant will keep the Premises free of liens of any sort arising due to any act or omission of Tenant, and will indemnify and hold Landlord harmless from any such liens which hereafter may be placed upon the Premises; provided that, Tenant shall be permitted, at Tenant's sole cost and expense, to diligently contest any such lien affecting the Premises.

13. Indemnification.

(a) Tenant hereby agrees to indemnify Landlord and its officers, directors, employees, stockholders, agents and representatives against, and agrees to hold them harmless from, any Loss (as hereinafter defined) suffered or incurred by any such indemnified party based upon, arising out of or resulting from Tenant's use of the Premises after the Commencement

Date, including, without limitation, (i) any and all Losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term hereof from or in connection with the use, storage, generation or disposal of Hazardous Substances (as hereinafter defined) in, on or about the Property, Building or Premises by Tenant or Tenant's agents, employees or contractors, and (ii) any and all Losses incurred in connection with loss or damage to property or injury or death to persons occurring in, on or about, arising out of or relating to the Premises, and occasioned wholly or in part by any act or omission of Tenant or Tenant's agents, contractors, customers or employees, except to the extent such Loss arises as a result of the negligence or willful misconduct of Landlord or its employees, agents or contractors.

(b) Landlord, its affiliates, partners, officers, directors, members, trustees, employees and agents (collectively, the "**Landlord Parties**") and Lender shall have no liability for, and shall not assume any liability or responsibility with respect, to the conduct or operation of the business to be conducted on the Premises and shall have no liability for any claim of loss of business or interruption of operations, or any consequential damages or indirect losses whatsoever. Any motor vehicles, parts, goods, furnishings, fixtures, property or personal effects placed or stored in or about the Premises shall be at the sole risk of Tenant, and Landlord and any Lender shall not be responsible or liable for such property. Neither Landlord nor any successor Landlord shall be liable for any obligation or liability based on or arising out of any event or condition occurring during the period that such Landlord was not the owner of the Premises. Within five (5) business days after request, Tenant shall attorn to any new Landlord and execute, acknowledge and deliver any document submitted to Tenant confirming such attornment contemporaneously with the execution and delivery by the new Landlord of a standard form of non-disturbance agreement. Tenant shall not have the right to set off, recoup, abate or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any Rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord. If Tenant or any invitee are awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against Landlord's estate and interest in the Premises. No other asset of Landlord, any partner, director, member, officer or trustee of Landlord or any other person or entity shall be available to satisfy or be subject to such judgment, nor shall any such individual or other person or entity be held to have personal liability for satisfaction of any claim or judgment against Landlord or any such individual.

14. Compliance with Laws. Tenant shall use and occupy the Premises in a careful, safe and proper manner. Tenant will not allow the Premises to be used for any purposes other than those hereinbefore specified, nor to be occupied in whole or in part by any other person, except as permitted hereunder. Tenant shall cause the Premises to be in compliance with all Applicable Laws during the term of this Lease.

15. Fixtures and Equipment.

(a) All fixtures and mechanical or maintenance related equipment (other than Tenant's trade fixtures and equipment or Alterations removed by Tenant as provided in Section 11 hereof), which are required for the proper use and operation of the Premises, shall be

and remain the property of Landlord and shall be surrendered by Tenant upon the expiration or termination of this Lease.

(b) All furnishings, equipment, and fixtures other than those specified in Section 15(a) above, which are either paid for by Tenant or placed upon the Premises by Tenant from time to time, shall remain the property of Tenant and may be removed by Tenant, from time to time, or upon expiration or termination of this Lease, provided that Tenant shall be obligated to repair any material damage caused by such removal.

16. Damage or Destruction. If, during the tenancy period of this Lease, the Premises are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, Landlord may elect either of the following: (i) terminate this Lease as of such date by giving written notice to Tenant within thirty (30) days following said damage or destruction, or (ii) use the insurance proceeds from such damage or destruction to restore the Premises to substantially the same condition as they were in immediately before such damage or destruction. Landlord and Tenant acknowledge that the terms of this Section shall be subordinate to and subject to the terms and provisions of any mortgage encumbering the Premises.

17. Eminent Domain.

(a) **Complete Taking.** If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is being used, this Lease shall terminate, and the Rent payable hereunder shall be abated during the unexpired portion of the term of this Lease, effective when the physical taking of the Premises shall occur.

(b) **Partial Taking.** If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Section 17.1 above, this Lease shall not terminate, but the Rent payable hereunder during the unexpired portion of the term of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. Until the new rental amount shall be determined and agreed upon in writing, Tenant shall continue to pay Rent in accordance with the original terms of this Lease and upon such final determination, an appropriate adjustment shall be made and Tenant shall receive credit for any overpayment (or pay any underpayment).

(c) **Proceeds.** In the event of any such taking or private purchase in lieu thereof, Landlord shall be entitled to the proceeds arising out of any such acquisition of the Premises, or portion thereof, under the power of eminent domain; provided, however, that nothing herein contained shall be construed so as to prevent Tenant from making a claim for a separate award for any relocation expense, or for such losses as it may sustain in connection with any items belonging to Tenant and not a part of the Premises, but Tenant shall in no event be entitled to compensation for the loss of its leasehold interest in the Premises and no such award

shall reduce the amount of the award to the Landlord. The provisions of this Section 17(c) shall survive any termination of this Lease.

18. Subordination; Attornment and Non-Disturbance. Landlord shall have the right to grant a mortgage or mortgages with respect to its interest in the Premises and to subordinate this Lease to any mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Premises or Landlord's interest in the Lease (a "Lender"). Tenant shall execute such further documents and assurances as such Lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its respective rights under this Lease. Tenant's right to quiet possession of the Premises during the term of this Lease shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. Landlord shall use good faith, commercially reasonable efforts to obtain, at Tenant's request, a customary non-disturbance agreement from any current or future Lender which has or obtains a security interest in Landlord's interest in the Premises. If any mortgagee elects to have this Lease prior to the lien of its mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage whether this Lease is dated prior or subsequent to the date of said mortgage or the date of recording thereof.

19. Tenant's Default; Landlord's Remedies.

(a) In the event that:

(i) any amount of money herein agreed to be paid by Tenant shall not be paid within five (5) days after the same becomes due and such default continues for a period of three (3) Business Days (as hereinafter defined) following Tenant's receipt of written notice from Landlord, or

(ii) Tenant shall at any time be in default in the observance or performance of any of the covenants, agreements, terms, provisions and conditions assumed by or imposed upon it hereunder and such default continues for a period of thirty (30) days after Tenant's receipt of written notice from Landlord to Tenant of such default (provided that if such default is not readily susceptible of being cured within thirty (30) days, the cure period shall be extended so long as Tenant is diligently pursuing the cure, or if any waste be committed or unnecessary damage done upon or to the Premises), or

(iii) an Event of Bankruptcy has occurred; or

(iv) any Environmental Default occurs which is not cured in accordance with the terms set forth herein; or

(v) any default (that is not waived, cured or addressed via amendment or formal forbearance within 90 days) by Tenant or Guarantor under any third party credit obligation which results in either (i) any refusal to fund a loan advance requested by Tenant or Guarantor or (ii) any acceleration of any of Tenant's or Guarantor's senior or subordinated debt obligations; then:

Landlord shall be entitled, at its election, to exercise, concurrently or successively, any one or more or all of the following rights and remedies:

(i) to pay any sum lawfully and legally required to be paid by Tenant to others than the Landlord that Tenant has failed to pay, and to perform any obligation required to be performed by Tenant, for the account of the Tenant, and any amount so paid by Landlord, and all expenses connected therewith, shall be repaid by Tenant to Landlord within ten (10) days of demand;

(ii) to enjoin any breach by the Tenant of any covenant, agreement, term, provision, or condition hereof;

(iii) to bring suit for the collection of any such amounts for which Tenant may be in default, or for the specific performance of an other covenant devolving upon Tenant for performance, and for damages for the non-performance thereof, all without entering into possession or terminating this Lease.

(iv) to terminate this Lease, re-enter upon the Premises and take possession thereof unencumbered by this Lease. In the event Landlord shall elect

to terminate this Lease as aforesaid, all rights of Tenant, and of any permitted successors and assigns, shall cease and terminate and Landlord shall have and retain full right to sue for and collect all amounts for the payment of which Tenant shall then be in default, and Landlord shall have full right to sue for and collect damages by reason of such breach, and Tenant shall surrender and deliver up the entire Premises to Landlord, together with all improvements and additions thereto, and upon any default by Tenant in so doing Landlord shall have the right to recover possession by summary proceedings or otherwise, and to obtain a receiver and other ancillary relief in such action, and again to have and enjoy the Premises, fully and completely, as if this Lease had never been made.

(v) Without terminating the Lease or releasing Tenant in whole or in part, from any obligation, including without limitation, Tenant's obligation to pay Rent and any additional Rent, Landlord may terminate Tenant's right to possession by entering upon and taking possession of the Premises and expelling or removing Tenant and any other person(s) who may be occupying such Premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Landlord may, but is not required or obligated to, relet the Premises and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by any reason of such reletting, together with all costs incurred by Landlord to upfit, modify or repair the Premises for reletting. In the event Landlord is successful in reletting the Premises at a rent in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rent, and Tenant does hereby specifically waive any claim to such excess rent.

(b) All rights and remedies granted herein and any other rights or remedies which Landlord may have at law or in equity are hereby declared to be cumulative and not exclusive, and the fact that Landlord may have exercised any remedy without terminating this Lease shall not impair Landlord's rights thereafter to terminate or to exercise any other remedy herein granted or to which Landlord may otherwise be entitled. "Business Day" means any day other than a Saturday, Sunday or a day on which banks in the state where the Premises are located are authorized or obligated by law or executive order to close.

20. Notice Requirements. Tenant hereby covenants to Landlord that Tenant shall provide Landlord and any Lender, at the times set forth below (or more often as may be reasonably requested by Landlord), the following information during the Lease Term: (i) within forty-five (45) days after the end of each fiscal quarter: Tenant and Guarantor prepared consolidated and consolidating fiscal year-to-date and prior fiscal year-to-date financial statements of Tenant and Guarantor, respectively, prepared in accordance with accounting standards consistent with statements for prior periods of Tenant and Guarantor (the "**Internal Statements**"); (ii) within one hundred twenty (120) days after the end of each fiscal year: Tenant and Guarantor consolidated and consolidating annual financial statements prepared in accordance with GAAP, consistently applied, audited by an independent certified public accountant; (iii) a

copy of each certification made to Tenant's (or Guarantor's) senior lender regarding Tenant's (or Guarantor's) compliance with its financial covenants to such lender (such certification being referred to hereinafter as a "**Covenant Compliance Certificate**") at the same time each Covenant Compliance Certificate is provided to Tenant's (or Guarantor's) senior lender; and (iv) such additional financial information as Landlord shall reasonably request (including any financial information required by any governmental agency, including the Securities and Exchange Commission).

21. Signs. Tenant may not place any signs on the Premises absent prior written consent from Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. At the termination of this Lease, Tenant shall remove any such signs as Tenant's sole cost and expense and shall be liable for the repair of any damage to the Premises caused by such removal. Notwithstanding the foregoing, any signs currently located on the Premises as of the date hereof are hereby approved by Landlord.

22. Subletting and Assignment. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall be permitted to assign its interest in this Lease or in the Premises without the prior written consent of Landlord to any subsidiary of Tenant or any purchaser of substantially all the assets of Tenant. Any assignment, encumbrance, or sublease that requires Landlord's approval that is made without Landlord's consent shall be voidable. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

23. Surrender. Whenever this Lease is terminated, whether by lapse of time, forfeiture, or in any other way, Tenant will yield and deliver up the Premises, including any improvements included therein, peaceably to Landlord in as substantially good repair as when taken, except for the following:

- (a) ordinary wear and tear;
- (b) Alterations not removed as permitted hereunder;
- (c) any appropriation or taking under power of eminent domain or by paramount authority;
- (d) damage by fire or other casualty; and
- (e) condition by reason of Landlord's failure to repair as required of it hereunder.

24. Sale by Landlord. In the event of a sale or conveyance by Landlord of its interest in the Premises, the same shall operate to release Landlord from any liability arising with respect to any period of time subsequent to the date of such sale or conveyance upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant provided that

such transferee expressly assumes all of Landlord's obligations under this Lease, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease for performance and fulfillment of the obligations imposed upon Landlord hereunder and arising with respect to any period of time subsequent to the date of such sale or conveyance. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or assignee (including the holder of any first mortgage upon default or purchaser upon foreclosure), such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Lease.

25. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

26. Reservation of Landlord. Landlord reserves the right to enter the Premises at all reasonable times and after reasonable notice to inspect the same, to perform any acts with respect thereto as it is obligated or entitled to perform. Notwithstanding anything to the contrary contained herein, Landlord shall have the right, but not the obligation, to perform Tenant's obligations hereunder, which have not been performed by Tenant as required hereunder, and to charge Tenant as additional Rent for all reasonable costs and expenses incurred in connection therewith.

27. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other communication with respect to this Lease, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and either shall be delivered in person with receipt acknowledged, recognized overnight courier such as Federal Express, or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Landlord, at: One West Pack Square, Suite 305
Asheville, North Carolina 28801

If to Tenant, at: The Premises

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, the next business day after delivery to a recognized overnight courier such as Federal Express, or three business days after the same shall have been deposited in the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above

to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

28. Estoppel Certificates. Tenant agrees that at any time and from time to time upon not less than ten (10) Business Days' prior request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a statement in writing certifying

(i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications);

(ii) the dates to which the rent, any additional rent and other charges have been paid, and;

(iii) that, to the best of the knowledge of Tenant, Landlord is not in default under any provisions of this Lease or, if there has been a default, the nature of said default. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest.

29. No Waiver. No waiver of any condition or legal right of remedy by either party shall be implied by the failure of such party to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant by a party shall be valid unless it be in writing signed by such party. No waiver by a party of a breach of any condition by the other party may be claimed or pleaded to excuse a future breach of the same condition or covenant. The mention in this Lease of any specific right or remedy shall not preclude a party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and for the purpose of any suit by a party brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease and it is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

30. Quiet Enjoyment. Subject to the terms of this Lease, Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of let or hindrance from Landlord.

31. Entire Agreement.

(a) This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and the understanding of the parties hereto. Except as herein otherwise provided, no subsequent alterations, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(b) Upon the request of either party, the parties covenant and agree that a Memorandum of Lease, prepared by such party and satisfactory to the other party, describing the property herein demised, giving the term of this Lease and the name and address of Landlord and Tenant, and referring to this Lease shall be promptly executed, acknowledged, delivered and recorded by both parties. The cost of recording such Memorandum of Lease shall be paid by the requesting party.

32. Lease Inures to Benefit of Assignees. This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, that no assignment by, from, through or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

33. Environmental. Tenant shall comply with all applicable Environmental Laws (as hereinafter defined) and shall not place or store, handle or dispose of any Hazardous Substances on or under the Premises except as permitted by Applicable Law and appropriate Governmental Authorities. If requested by Landlord, Tenant shall furnish Landlord with copies of all environmental permits, if any, required by governmental authorities with competent jurisdiction with respect to the Premises or Tenant's operations at the Premises. Tenant shall promptly notify Landlord in the event of Tenant's discovery of, or Tenant's receipt of notice concerning, any Hazardous Substances which are located on or under or adjacent to, or are being or have been released from, the Premises. Landlord shall promptly notify Tenant in the event of Landlord's discovery of or Landlord's receipt of notice concerning any Hazardous Substances which are located on or under or adjacent to, or are being or have been released from the Premises. The term "Hazardous Substances" is defined for purposes of this Lease as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), and any implementing regulations, and, in addition, as including any petroleum, crude oil or any fractions thereof or any other substance or material classified as toxic, hazardous or extremely hazardous under any Applicable Law or requirement of any Governmental Authority with competent jurisdiction.

If required by any governmental agency or authority or by any Lender at any time or from time to time during the term of this Lease, or if Landlord has a reasonable basis to believe a violation of Environmental Laws, release of Hazardous Materials or condition on or from the Premises requiring responsive action under Environmental Laws has occurred (an "Environmental Default") with respect to Tenant's use or operation of the Premises, Landlord shall have the right, but not the obligation upon each such request, to conduct an audit of the Premises (including, without limitation, the air, soil, surface water and/or groundwater at or near the Premises) and Tenant's compliance with Environmental Laws with respect thereto. If such audit reveals that an Environmental Default arising from Tenant's use or operation of the Premises has occurred, Landlord shall have the right, but not the obligation, (i) to require Tenant, at Tenant's expense, to cure the same or (ii) to cure the same, at Tenant's sole cost and expense, in which event Tenant shall pay the costs thereof to Landlord as additional Rent. Landlord shall use commercially reasonable efforts to ensure that any audit conducted pursuant to this section does not unreasonably interfere with Tenant's operations at the Premises. If any Lender or governmental agency or authority shall require testing at or near the Premises and Landlord incurs expenses in

complying with such requirement, then Tenant shall pay to Landlord the reasonable costs therefor as additional Rent regardless of whether such testing reveals an Environmental Default, but only to the extent that Tenant's use or operation of the Premises serves as the reasonable basis for such audit. As a material consideration for Landlord's entering into this Lease, Tenant hereby waives, and releases Landlord and its Affiliates, partners, officers, directors, members, trustees, employees, agents and Lenders from any and all claims for damage, injury or loss (including without limitation, claims for the interruption of or loss to business) which relate to any Environmental Default, whether occurring prior or subsequent to the Commencement Date.

34. Definitions. The following terms used herein shall have the meanings ascribed to them below.

"Applicable Law" means, with respect to any Person, any domestic or foreign, federal, state or local statute, law, ordinance, rule, administrative action, regulation, order, writ, injunction, judgment, decree or other legally enforceable requirement or guideline of any Governmental Authority, and any requirements imposed by common law, applicable to such Person or any of its properties, assets, officers, directors, employees, consultants or agents (in connection with their activities on behalf of such Person).

"Event of Insolvency" is the occurrence with respect to either Tenant or Guarantor of any of the following: (a) becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code") or under the insolvency laws of any state (the "Insolvency Laws"); (b) the earlier to occur of either (i) the filing of a petition for the appointment of a receiver or custodian or (ii) the institution of a foreclosure, replevin or attachment action upon any material property of such entity or person; (c) filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws or the admission in writing of its inability to pay debts generally as they become due; (d) filing of an involuntary petition against such entity or person as the alleged debtor under the Bankruptcy Code or Insolvency Laws which either (i) is not dismissed within sixty (60) days after filing, or (ii) results in the issuance of an order for relief against the alleged debtor; or (e) making or consenting to an assignment for the benefit of creditors or a composition of creditors.

"Governmental Authority" means any domestic or foreign, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, commission or tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

"Loss" means any loss, cost, liability, claim, damage or expense, including any related penalties or interest and costs of litigation and reasonable fees and expenses of attorneys, accountants and other experts.

"Person" means any natural person, general partnership, limited partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative, association or other form of organization.

35. Governing Law. This Lease shall be construed and enforced in accordance with and governed by the internal substantive laws of the State in which the Premises are located without giving effect to the conflicts of law principles thereof.

36. Costs. In the event that either party hereunder brings suit to enforce any provisions of this Lease, the non-prevailing party in such unit shall pay the prevailing party's costs, including reasonable attorneys' fees, paid in connection with such suit.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed on the day and year first above written.

Witnessed in the presence of:

LANDLORD:

UTICA REALTY WELLINGTON, LLC

Amy R. Wages
Print Name: Amy R. Wages

By: *[Signature]*
Name: Horace S. Jennings
Title: Vice President, Secretary and Treasurer

Michael S. Bohan
Print Name: Michael S. Bohan

Witnessed in the presence of:

TENANT:

TECT AEROSPACE-WELLINGTON, INC.

Amy R. Wages
Print Name: Amy R. Wages

By: *[Signature]*
Name: Horace S. Jennings
Title: Assistant Secretary and Assistant Treasurer

Michael S. Bohan
Print Name: Michael S. Bohan

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF BUNCOMBE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Horace S. Jennings, the Vice President, Secretary and Treasurer of Utica Realty Wellington, LLC, to me known and known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said company.

WITNESS my hand and official seal in the county and state last aforesaid this 14th day of August, 2013.



Connie S. Bolding
Notary Public

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF BUNCOMBE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Horace S. Jennings the Assistant Secretary and Assistant Treasurer of TECT Aerospace-Wellington Inc., to me known and known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as such officer in the name and on behalf of said company.

WITNESS my hand and official seal in the county and state last aforesaid this 14th day of August, 2013.



Connie S. Bolding
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Wellington, KS

EXHIBIT "A"

Tract 1: Tract 14, Wellington Industrial Park Subdivision, Sumner County, Kansas

Tract 2: Beginning at the Southwest corner of the Northeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas; thence East on the South line of said Quarter Section 876.6 feet; thence Northwesterly 235 feet more or less to a point 198 feet North and 1907.4 feet West of the Southeast corner of said Quarter Section; thence West on a line parallel to the South line of said Quarter Section 749.4 feet more or less to the West line of said Quarter Section; thence South on the West line of said Quarter Section 198 feet to the Southwest corner of said Quarter Section, the same being the point of beginning

Tract 3: A tract beginning at a point where the North line of the Northwest Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M. intersects the East line of the Right of Way of the Chicago, Rock Island & Pacific Railway; thence East along the North line of said Northwest Quarter of Section 11, 600 feet; thence South at a right angle to the North line of said Quarter Section 347 feet to the Northwest line of the Drive, as shown on the Plat of Meridian Drive, recorded in Plat Book 5 at Page 21A in the office of the Register of Deeds, Sumner County, Kansas; thence Southwesterly along the Northwest line of said drive to a point directly 400 feet South of the North line of said Northwest Quarter of said Section 11; thence West and parallel to the North line of said Northwest Quarter of said Section 11 to a point on the East line of said Right of Way of said railroad; thence Northeasterly along said East line of said right of way to the point of beginning

Tract 4: Beginning at a point on the North line of the Northwest Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M. and the West line of the Chicago, Rock Island and the Pacific

Railroad Co.; thence Southwesterly 684.05 feet on the West line of said Railroad; thence West 544.30 feet on a line parallel to the North line of said Quarter; thence Northerly along a fence line 664.81 feet to a point on the North line of said Quarter; thence East 682.55 feet on said North line to the point of beginning

Tract 5: A tract of land in the Southwest Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas, being more particularly described as follows: Beginning at a point 448.60 feet South and 31.30 feet West of the Northeast corner of the Southwest Quarter, said point being 63.00 feet South of the intersection of the South line of 21st Street and the West line of U.S. Highway 81; thence South 68.5 feet along the West line of U.S. Highway 81; thence West 107.60 feet to a point on the Southeasterly line of Lot 15, Woodlawn Addition to the City of Wellington, Kansas; thence Northeasterly along said Southeasterly line of Lot 15 a distance of 144.35 feet more or less to a point 8.35 feet South of the South line of 21st Street; thence South parallel to the West line of U.S. Highway 81 a distance of 54.65 feet; thence East parallel with the South line of 21st Street a distance of 32.00 feet to the point of beginning

Tract 6: Lots 4, 5 and 6, except the North 43 feet of the East 66 feet of Lot 4, Block 1, Belsleys Addition to the City of Wellington, Sumner County, Kansas

Tract 7: The North 43 feet of the East 66 feet of Lot 4, Block 1, Belsleys Addition to the City of Wellington, Sumner County, Kansas

Tract 8: All of Lots 2 and 3 and Lot 1, except a tract described as follows: Beginning at the Northeast corner of Lot 1, Belsleys Addition to the City of Wellington, Sumner County, Kansas; thence South 12.5 feet; thence West parallel with the North line of said lot 130 feet; thence South 25 feet; thence West parallel with the North line of said lot to the West line of said Lot 1; thence Northeasterly to the Northwest corner of said lot; thence East along the North line of said lot to place of beginning, all in Block 1, Belsleys Addition to the City of Wellington, Sumner County, Kansas

Tract 9: From a stone at a point 339.17 feet South and 30 feet West of the center of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas, proceed South 327.5 feet to a point of beginning; thence South along the West line of U.S. Highway 81 a distance of 50 feet to a stone; thence West 230.0 feet to a stone in the Southeasterly boundary of Woodlawn Addition to the City of Wellington, said Southeasterly boundary being along the West right of way line of the former Cowley, Sumner and Fort Smith Railroad, which Right of Way reverted to Henry Bowers by decree of

the District Court of Sumner County, Kansas, on February 15, 1897; thence running Northeasterly along said boundary line to a point due West of point of beginning; thence East parallel with the South boundary line to point of beginning; AND Beginning at the Northeast corner of Lot 1, Belsleys Addition to the City of Wellington, Sumner County, Kansas; thence South 12 1/2 feet; thence West parallel with the North line of said lot 130 feet; thence South 25 feet; thence West parallel with the North line of said lot to the West line of Lot 1; thence Northeasterly to the Northwest corner of said Lot 1; thence East along the North line of said lot to the place of beginning

Tract 10: From a stone which is 516.07 feet South and 30 feet West of the center of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas, for a point of beginning; thence South along the West line of U.S. Highway 81 a distance of 50.6 feet to a stone; thence West to a stone in the Southeasterly boundary of Woodlawn Addition to the City of Wellington, said Southeasterly boundary being along the West right of way line of the former Cowley, Sumner and Fort Smith Railroad, which Right of Way reverted to Henry Bowers by decree of the District Court of Sumner County, Kansas, on February 15, 1897; thence running Northeasterly along said boundary line to a point due West of the point of beginning; thence East parallel to the South boundary line to the point of beginning

Tract 11: Beginning at a point 233 feet East of the Northwest corner of the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M.; thence East parallel with the North line of the Southeast Quarter of Section 11 a distance of 151 feet; thence South parallel with the West line of the Southeast Quarter of Section 11 a distance of 265.5 feet; thence West a distance of 151 feet; thence North 265.5 feet to the point of beginning

Tract 12: Beginning at a point 1514.5 feet North and 30 feet East of the Southwest corner of the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas, said point being on the Right of Way line of U.S. Highway 81; thence North along said Right of Way line 37.5 feet to a point; thence West 30 feet to a point on the West line of said Quarter Section; thence North along said West line 223 feet to a point, said West line being on an assumed bearing of N 0°00' E; thence N 88° E 179.5 feet to a point; thence North parallel with the West line of said Quarter Section 52 feet to a point; thence N 88° E 706.1 feet to a point; thence S 24°15'26" E 680.9 feet to a point; thence N 90° W 219.3 feet to a point; thence N 0°0' E and parallel with the West line of said Quarter Section 277.5 feet to a point; thence N 90° W 910 feet to the point of beginning, all in the City of Wellington, Sumner County, Kansas

EXHIBIT B

TERM

Commencement Date: The date on which Landlord acquires the Premises.

Termination Date: August 14, 2023

Provided that Tenant has complied with all the terms and conditions of this Lease and is not in default hereof, Tenant shall have two (2) options to extend the term of this Lease for periods of three (3) years each (each, a "Renewal Term") by delivering written notice of such election to Landlord at least six (6) months prior to the expiration of the then applicable term of the Lease. Each Renewal Term shall be on the same terms and conditions as contained in this Lease.

EXHIBIT C

RENT

<u>Monthly Rent</u>	<u>Annual Rent</u>
\$82,077.00	\$984,924.00

Beginning April 1, 2014 and each year thereafter (including during each Renewal Term, if exercised), the Rent shall be adjusted using the United States Bureau of Labor Statistics U.S. City Average, All Items Consumer Price Index for All Urban Consumers ("Index"). The monthly rent for the one year period in which any such adjustment shall apply shall be computed by multiplying the amount due in the month immediately preceding the first month of such one year period times the sum of one plus the percentage increase in the Index for the prior year (January 1 through December 31). Notwithstanding the procedure described above, no computation shall reduce the Rent below the amount for the first year of this Lease.

EXHIBIT D

FORM OF GUARANTY

Guaranty of Lease

This Guaranty is made as of this ____ day of August, 2013 by UCA Holdings, Inc. a Delaware corporation (hereafter whether one or more collectively, "Guarantor") with an address of One West Pack Square, Suite 305, Asheville, North Carolina 28801 to and in favor of Utica Realty Wellington, LLC, a North Carolina limited liability company (hereafter "Landlord") with an address of One West Pack Square, Suite 305, Asheville, North Carolina 28801.

WITNESSETH:

WHEREAS, by Lease Agreement dated August __, 2013 (the "Lease" which term includes the same as it may hereafter be modified, amended, extended or renewed); Landlord has leased to TECT Aerospace – Wellington, Inc. ("Tenant") certain premises described in the Lease; and

WHEREAS, Landlord has required the Guarantor to execute this Guaranty of Lease ("Guaranty") as a condition to the Landlord entering into the Lease with the Tenant; and

WHEREAS, Guarantor will receive direct or indirect benefit from the Landlord entering into the Lease with the Tenant.

NOW, THEREFORE, in order to induce Landlord to enter into the Lease and for other good and valuable consideration, the undersigned Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, unconditionally, and irrevocably jointly and severally guarantees to Landlord the full and prompt payment of all base rent and additional rent and any and all other sums and charges payable by Tenant under the Lease (collectively, the "Payment Obligations") and hereby further guarantees the full and timely performance and observance of all of the covenants, terms conditions and agreements therein provided to be performed and observed by Tenant (the "Performance Obligations" and together with the Payment Obligations collectively, the "Obligations"). In the event of a default under the Lease, Guarantor hereby covenants and agrees with Landlord: (i) to make the due and full punctual payment of all Payment Obligations payable by Tenant under the Lease; (ii) to effect prompt and complete performance of all and each of the Performance Obligations, contained in the Lease on the part of Tenant to be kept, observed and performed; and (iii) to indemnify and save harmless Landlord from any loss, costs or damages arising out of any failure by Tenant to pay or perform any Obligation including, without limitation, attorneys' fees and costs of collection. This Guaranty is a continuing guaranty of payment and performance and is not conditional or contingent upon any attempt to collect from Tenant or upon any other condition or contingency.
2. In the event of a default under the Lease, Guarantor waives any right to require Landlord to first: (a) proceed against Tenant or pursue any rights or remedies with respect to the Lease; (ii) proceed against or exhaust any security that Landlord holds from Tenant; or (iii) pursue any other remedy whatsoever. Landlord shall have the right to enforce this Guaranty regardless of the acceptance of additional security from Tenant and

regardless of the release or discharge of Tenant or any guarantor by Landlord or by others, or by operation of law.

3. Guarantor hereby expressly waives: (a) any right of setoff, counterclaim or deduction against amounts due under this Guaranty; (b) notice of the acceptance of this Guaranty and notice of default of Tenant under the Lease; and (c) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance.
4. Without limiting the generality of the foregoing, the liability of Guarantor under this Guaranty shall not be deemed to have been waived, released, discharged, impaired or affected by (a) reason of any waiver or failure to enforce or delay in enforcing any of the Obligations, or (b) the granting of any indulgence or extension of time to Tenant, or (c) the assignment of the Lease, or the subletting of the Premises by Tenant, with or without Landlord's consent, or (d) the expiration of the term, or (e) if Tenant holds over beyond the term of the Lease, or (f) any merger or reorganization or the release or discharge of Tenant or any other guarantor in any voluntary or involuntary receivership, bankruptcy, winding-up or other creditors' proceedings, or (g) the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, or (h) the release of any collateral held for the Obligations or release of any Guarantor or any other guarantor, or (i) any defect or invalidity of the Lease and shall continue with respect to the periods prior thereto and thereafter. The liability of the Guarantor shall not be affected by any repossession, re-entry or re-letting of the Premises by Landlord.
5. The liability of Guarantor under this Guaranty shall not be released by any modification or amendment to the Lease (including any extension or renewal of the term of the Lease), and in the case of any such modification, the liability of Guarantor shall be modified in accordance with the term of any such modification of the Lease. Guarantor waives any notice of the modification or amendment of the Lease.
6. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of this Guaranty or in any negotiations relative to the Obligations guaranteed under this Guaranty whether or not a lawsuit is commenced. All rights and remedies of Landlord under this Guaranty shall be cumulative and may be exercised singly or concurrently.
7. This Guaranty shall remain in full force and effect until the payment or performance of all Obligations and the other amounts payable under this Guaranty (whether or not the Lease shall have been terminated). Until the payment and performance of all Obligations and the amounts payable under this Guaranty, Guarantor:
 - (a) Shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor under this Guaranty;
 - (b) Waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of

performance in compliance with the obligations of Guarantor under this Guaranty;
and

(c) Subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

8. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.
9. All of the terms, agreements and conditions of this Guaranty shall extend to and be binding upon Guarantor, and the heirs, executors, personal administrators, and/or successors and assigns of Guarantor and shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and the holder of any mortgage to which the Premises may be subject at any time or from time to time.
10. The use of the singular herein shall include the plural and the use of any gender shall include all genders or neuter as the case may be. This Guaranty is entered into in the State of North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. Guarantor agrees that the Buncombe County Court of the State of North Carolina and/or the Federal District Court for the Western District of North Carolina shall have jurisdiction over any dispute arising out of this Guaranty. Guarantor consents to any such forum Landlord may choose.
11. If Guarantor consists of more than one person or entity, the liability of each such person or entity under this Guaranty shall be joint and several.
12. The undersigned individual acknowledges that he/she is a duly authorized agent of the Guarantor with full power and authority to execute and deliver this Guaranty. This Guaranty has been executed and delivered by Guarantor and constitutes the valid, binding and legal obligation of the Guarantor. Guarantor agrees that it will, from time to time, within ten (10) days of Landlord's request, execute and deliver a statement certifying that this Guaranty is unmodified and in full force and effect.
13. All notices under this Guaranty shall be delivered by certified mail, return receipt requested, to the address of the parties first set forth above. All notices shall be effective as of depositing the same in mail.
14. If any provision of this Guaranty or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Guaranty and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. This Guaranty shall be construed without regard to any presumption or other rule requiring construction against the party causing this Guaranty to be drafted.
15. Upon written request of Landlord or any lender of Landlord that has a mortgage/deed of trust interest in the property which is the subject of the Lease, Guarantor shall submit audited financial statements to Landlord or such lender no later

than one hundred twenty (120) days of the expiration of its last fiscal year, as well as financial statements and credit facility covenant compliance certificates not more frequently than once every calendar quarter.

16. As a further inducement to Landlord to enter into the Lease and to accept this Guaranty, Guarantor hereby intentionally, knowingly and voluntarily waives any right to a trial by jury in any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon, or arising out of this Guaranty. In extension of the foregoing, the Guarantor specifically consents to trial before a court respecting any such matter. Guarantor will not seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

UCA Holdings, Inc.

By: _____

Name: _____

Its: _____

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "**Amendment**"), is made and entered into as of September /3. 2019 (the "**Effective Date**"), by and between Utica Realty Wellington, LLC, a North Carolina limited liability company (the "**Landlord**"), and TECT Aerospace Wellington Inc., a Kansas corporation (the "**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease, dated August 15, 2013 (the "**Lease**"), for that certain premises as more particularly described in the Lease located in Sumner County, Kansas; and

WHEREAS, the Lease is guaranteed by TECT Aerospace Kansas Holdings, LLC, a Delaware limited liability company; and

WHEREAS, Landlord and Tenant desire to increase the Rent (as defined in the Lease) payable under the Lease in consideration for certain improvements made to the Premises (as defined in the Lease) by Landlord.

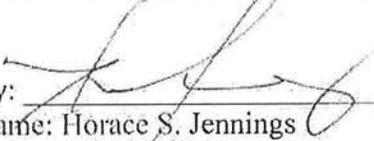
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree that the Lease be modified and amended as follows:

1. **Preambles.** The foregoing preambles are incorporated herein by reference.
2. **Defined Terms.** All capitalized terms used in this Amendment shall have the same meanings as are ascribed to such terms in the Lease, unless otherwise modified herein.
3. **Rent.** Exhibit C of the Lease is hereby amended to increase the Monthly Rent by \$28,000.00 such that the Monthly Rent is \$110,077.00 and the Annual Rent \$1,320,924.00 commencing as of the installment of Rent due July 1, 2020 and thereafter.
4. **No Waiver.** Landlord's and Tenant's execution of this Amendment shall not be deemed or construed to be a waiver of any of their respective rights or remedies under the Lease.
5. **Full Force and Effect.** Except as specifically modified and amended hereby, all terms of the Lease shall remain in full force and effect.
6. **Effect; Complete Agreement.** This Amendment and all of its terms and conditions shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. No modifications or amendments of the Lease, or this Amendment, shall be binding unless such modification shall be in writing and signed by the parties thereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the dates and year below written.

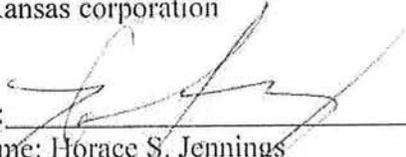
LANDLORD:

UTICA REALTY WELLINGTON, LLC,
a North Carolina limited liability company

By: 
Name: Horace S. Jennings
Title: Vice President, Secretary and Treasurer

TENANT:

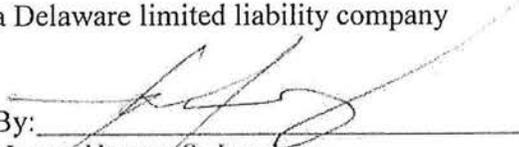
TECT AEROSPACE WELLINGTON INC.,
a Kansas corporation

By: 
Name: Horace S. Jennings
Title: Secretary and Treasurer

CONSENTED TO AND AGREED:

GUARANTOR:

TECT AEROSPACE KANSAS HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Horace S. Jennings
Title: Treasurer

[SIGNATURE PAGE TO AMENDMENT TO LEASE]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i>,	)	Case No. 21-10670 (KBO)
)	
Debtors.	)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT B



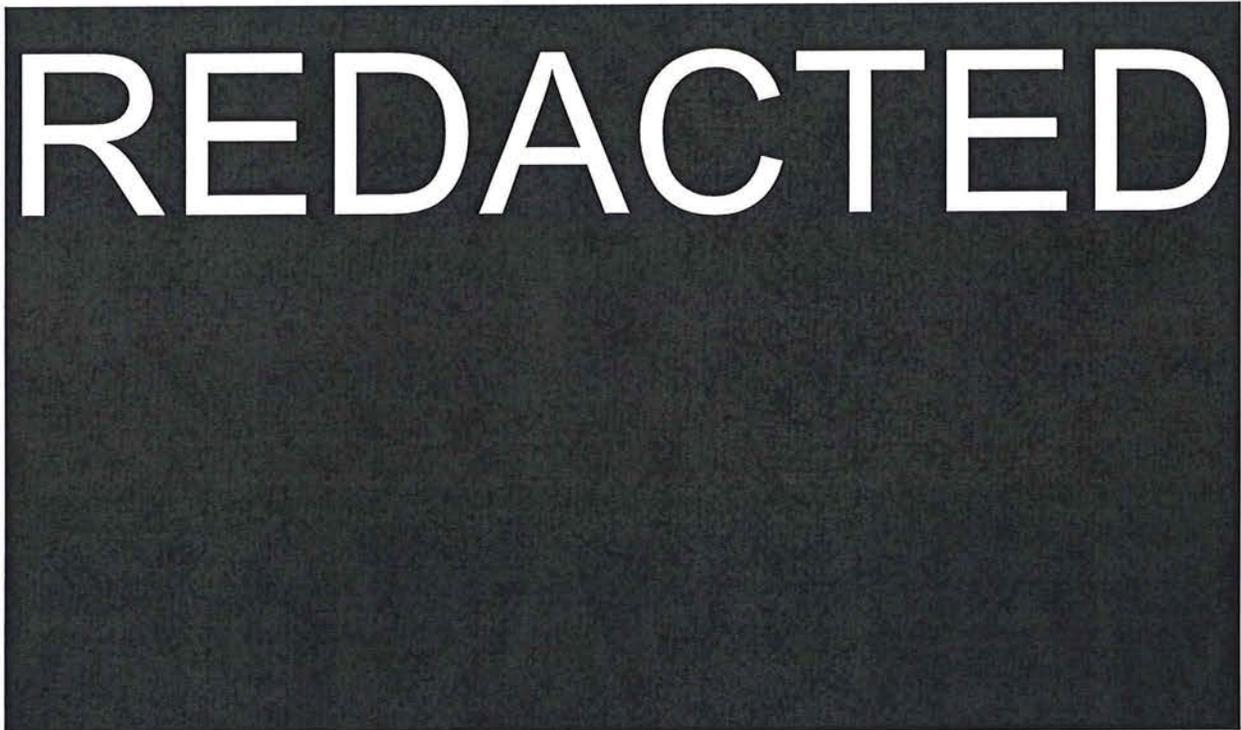
bavius technologie gmbh · Eisenbahnstraße 17 · 88255 Baienfurt · Deutschland

Tect Aerospace
1515 North A Street
Wellington, KS 67152
USA

April 23, 2019

Offer SR-1902-0686-05

bavius
5-axis CNC High Speed Cutting Machining Center
PBZ HD 1600/80
for the machining of aluminum profiles and bars



Our reference: PBZ HD 1600 bmh2/F63.2

Contact Person Germany
Alexander Fitz
Contact Person USA
Kevin Krueger

Phone
+49 751 5079 961
Phone
+1 847 / 844 - 3300

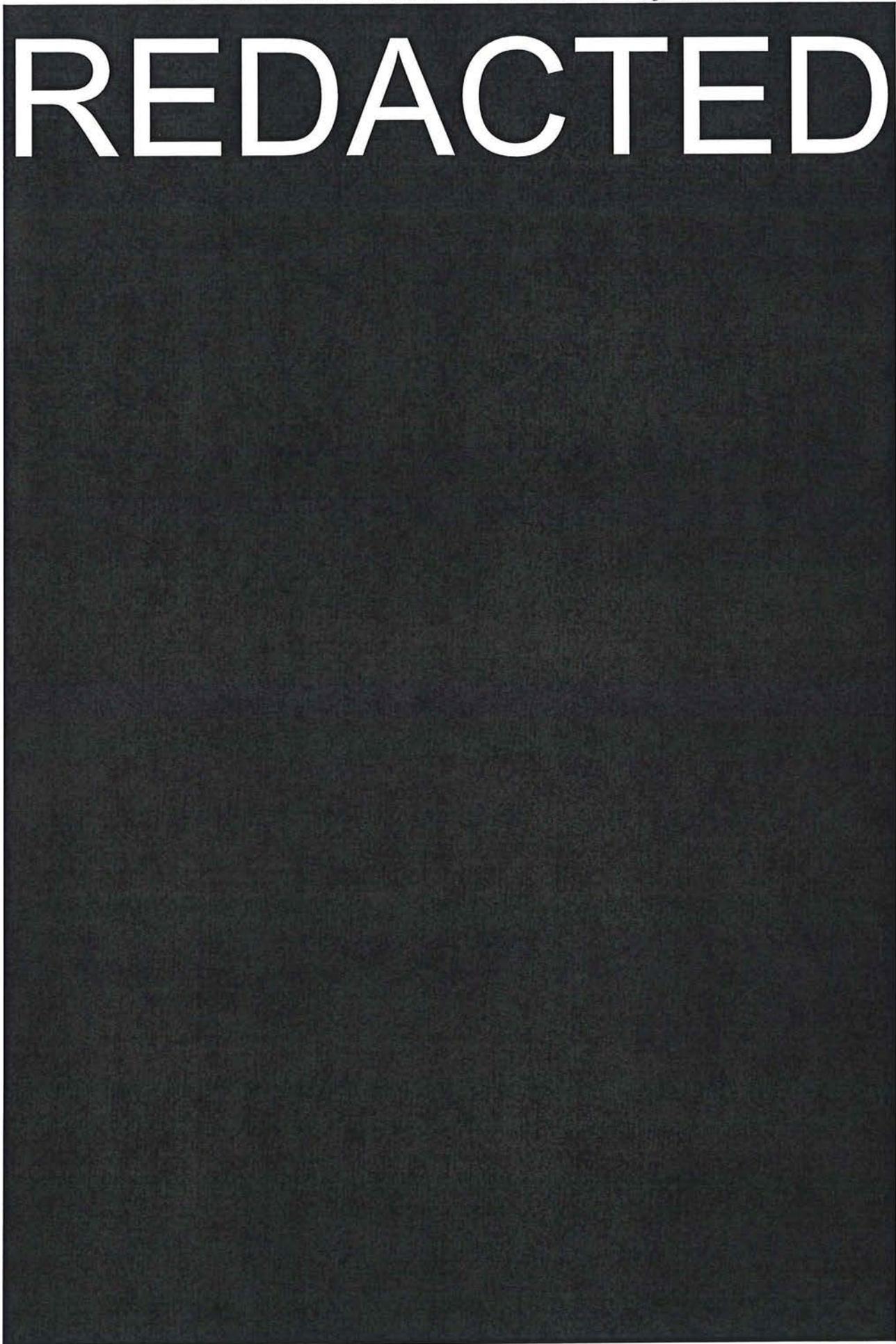
E-Mail
afitz@bavius-technologie.com
E-Mail
kkrueger@bavius-technologie.com



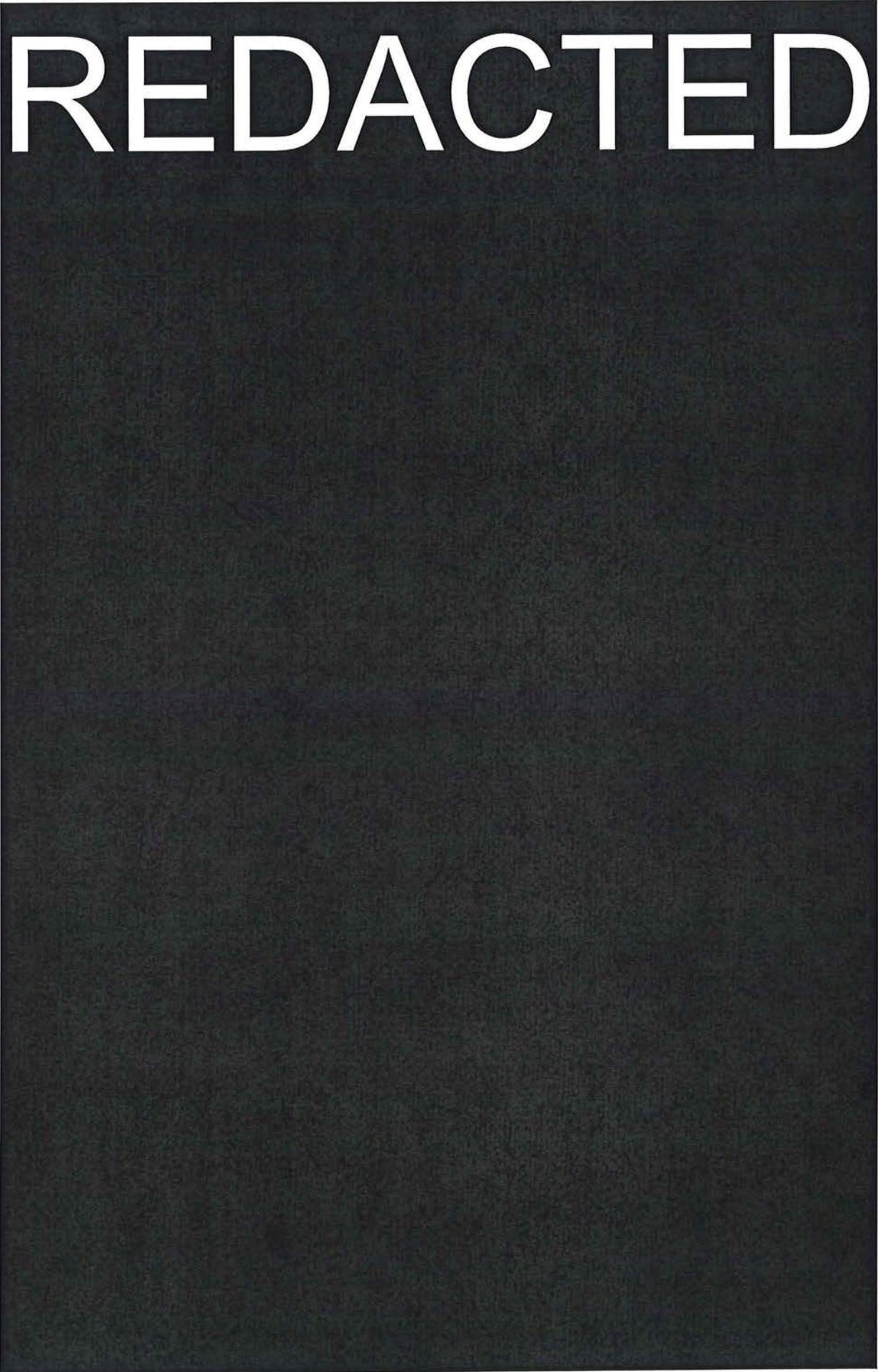
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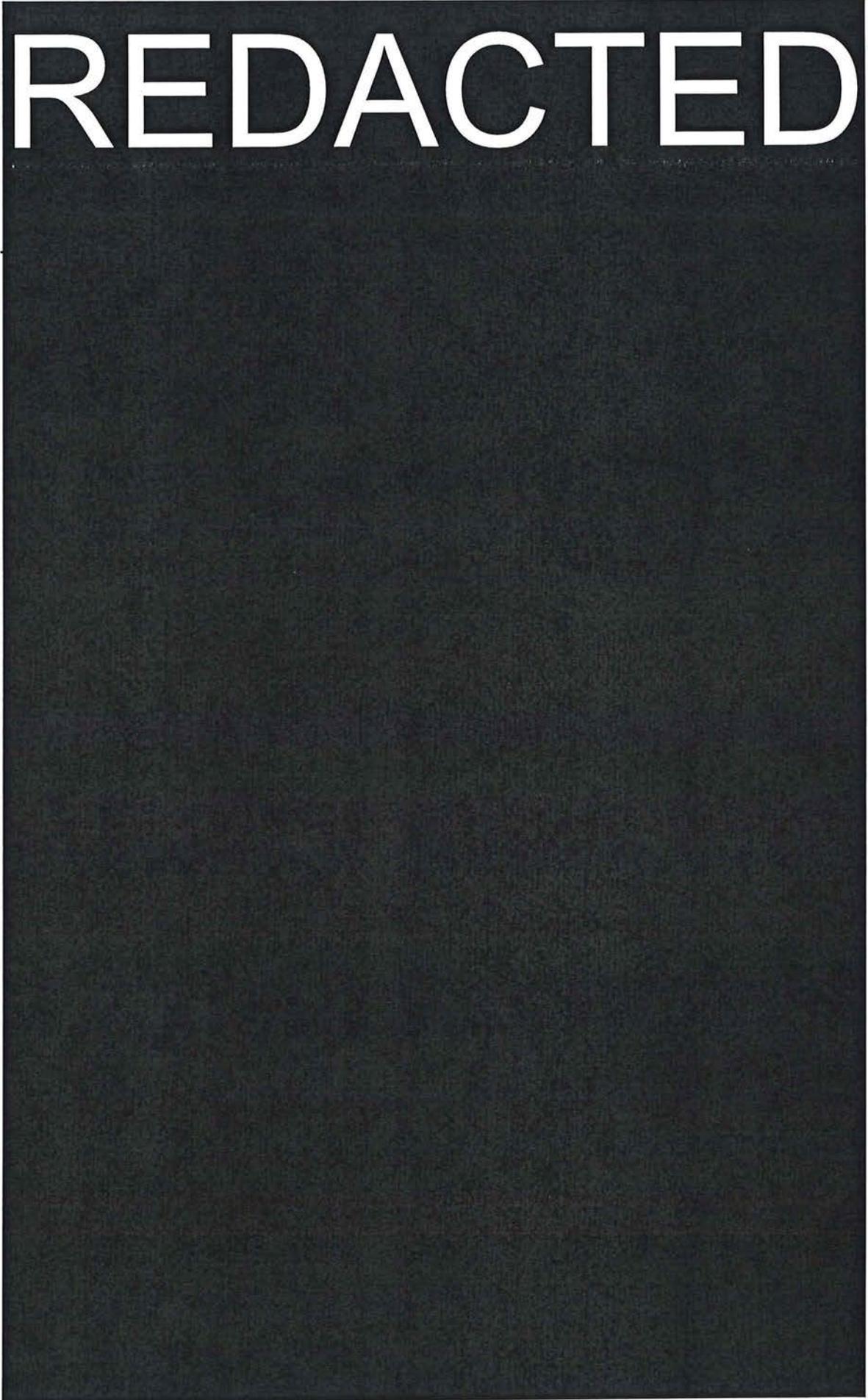
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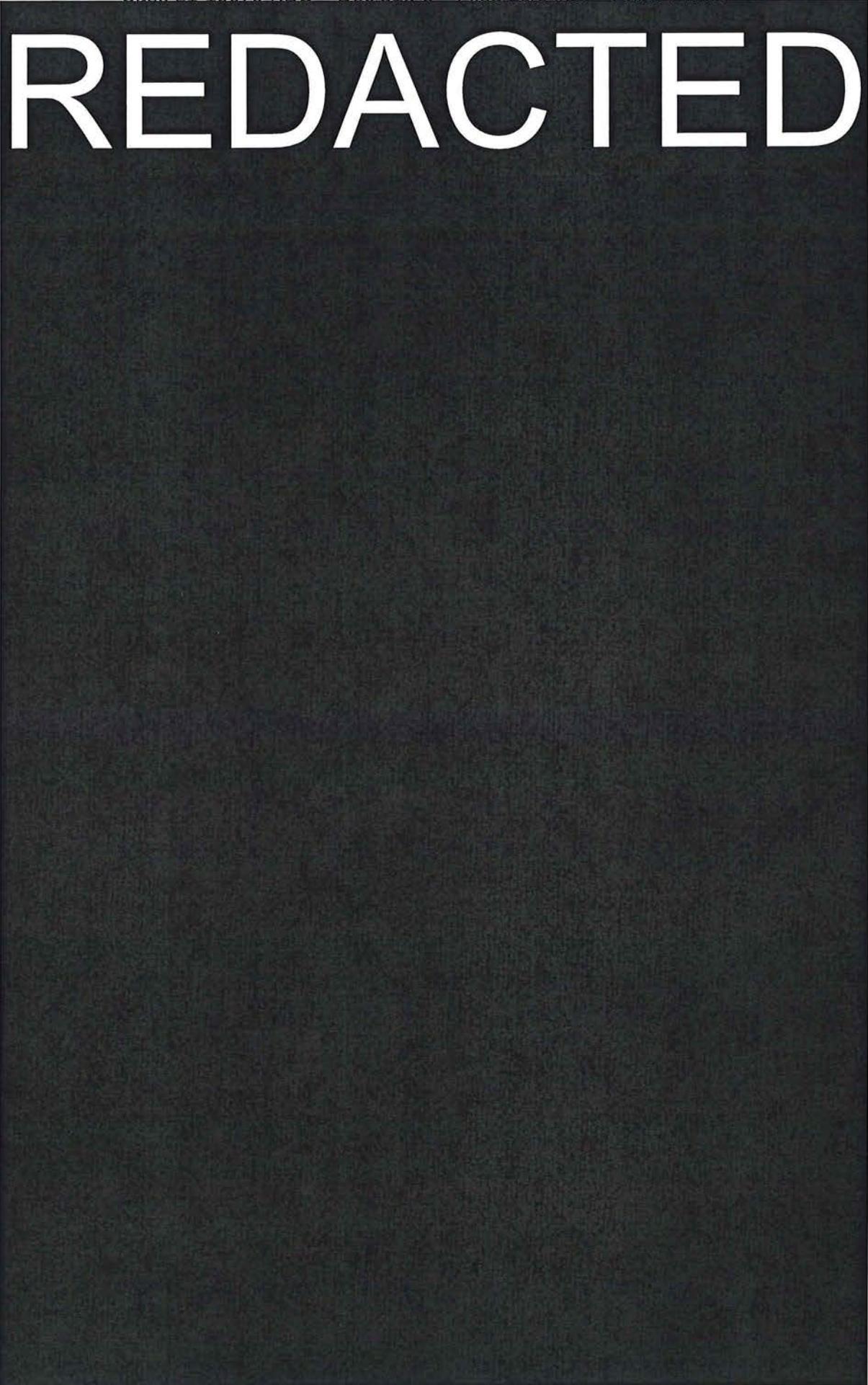
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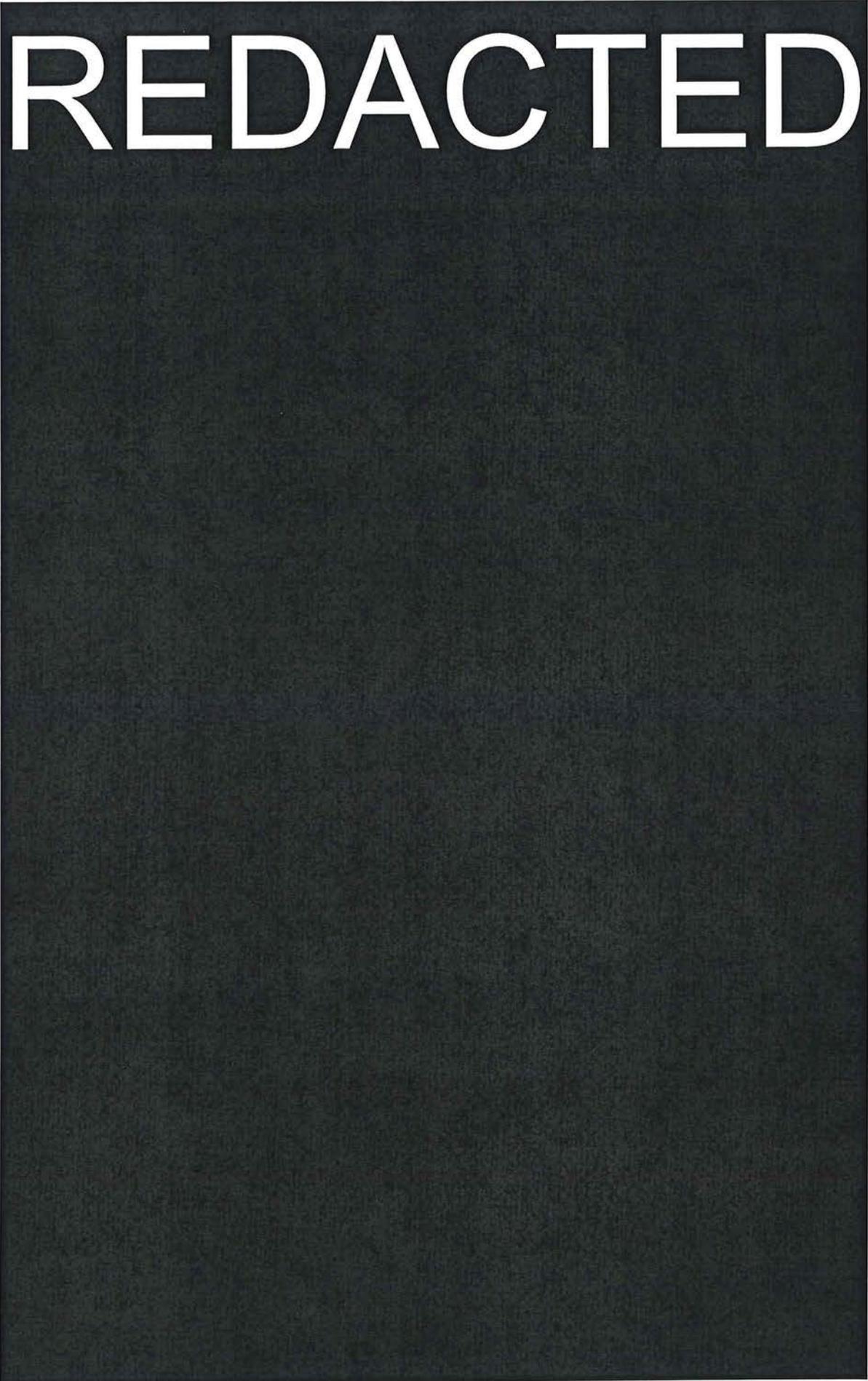
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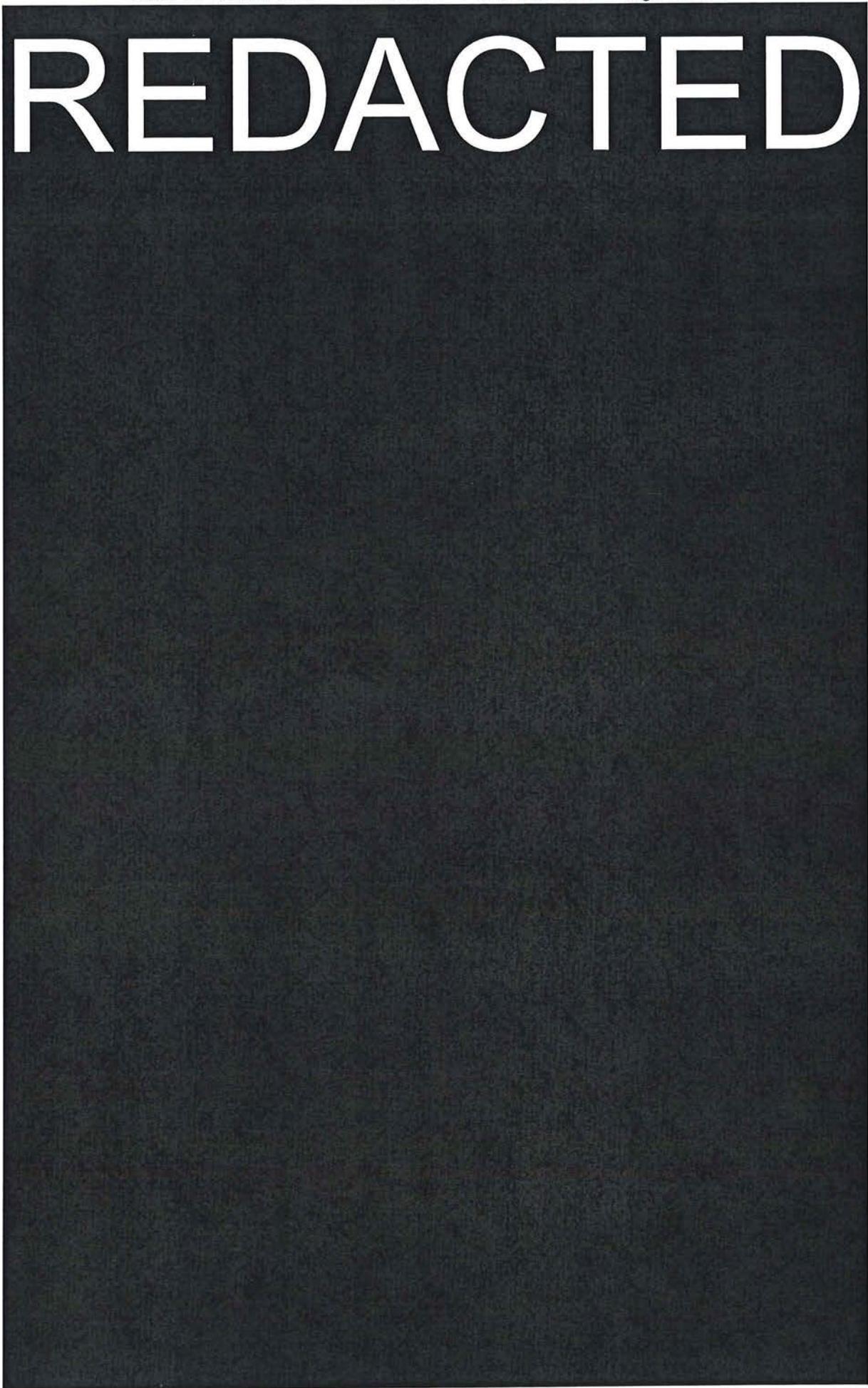
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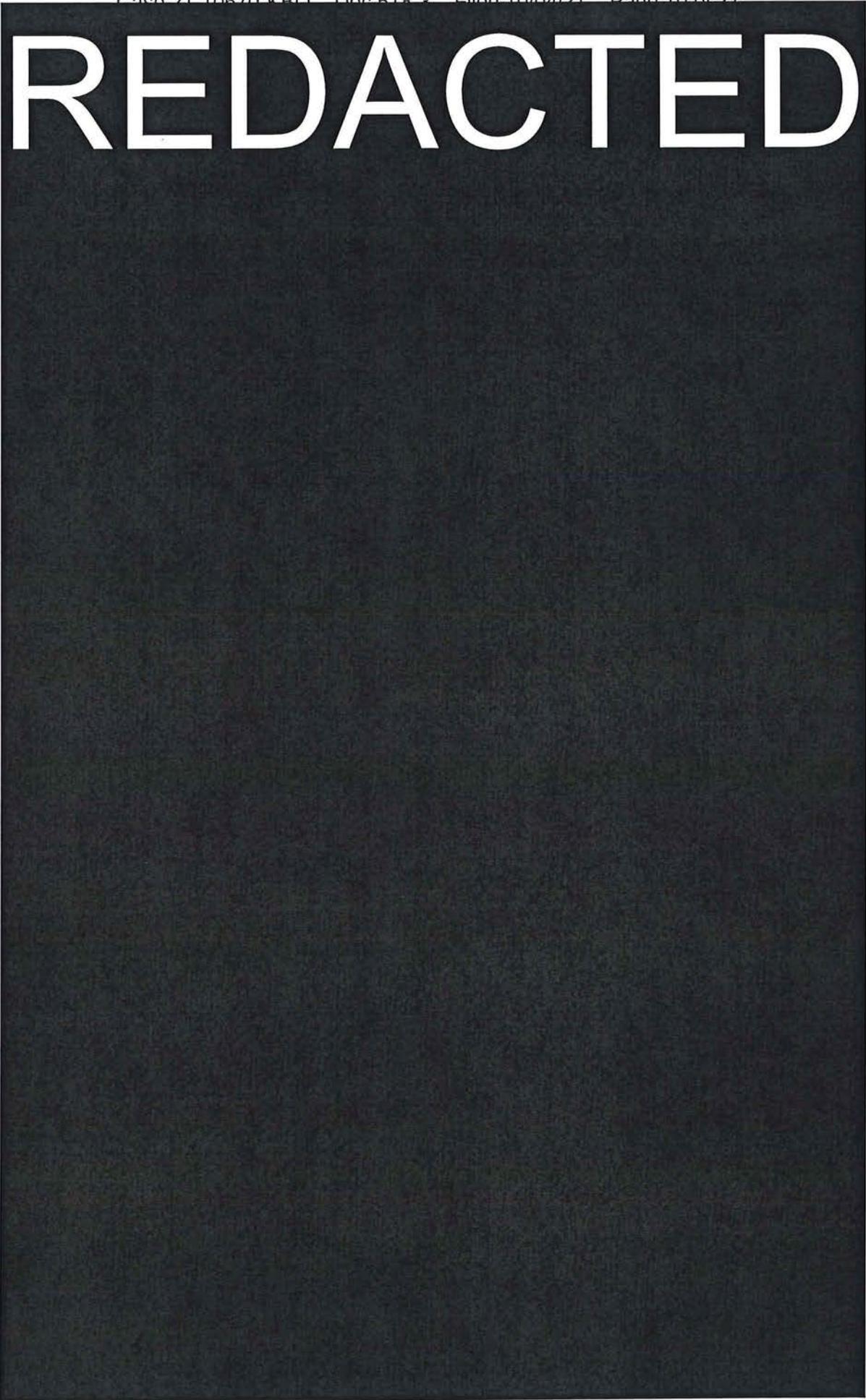
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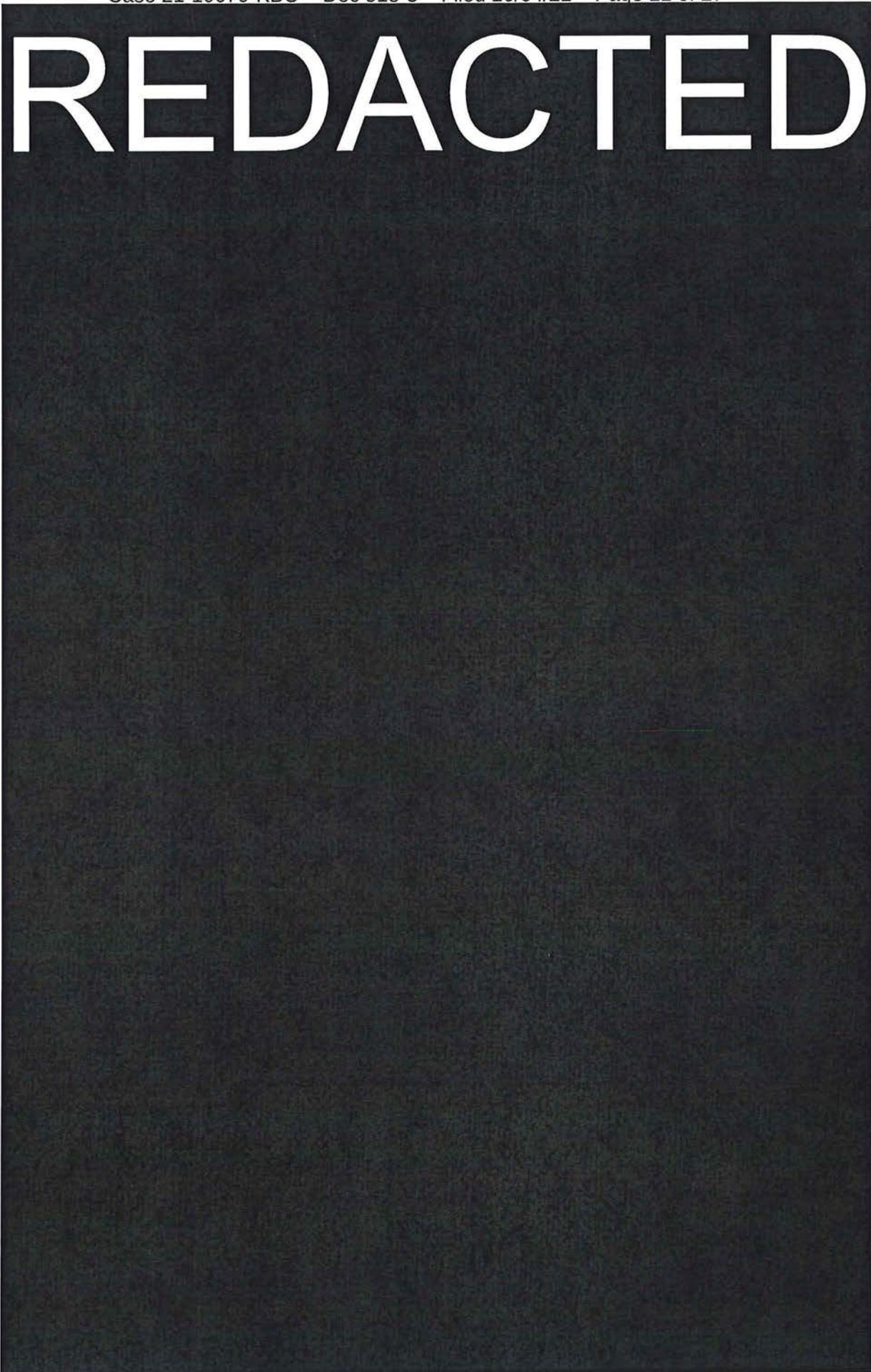
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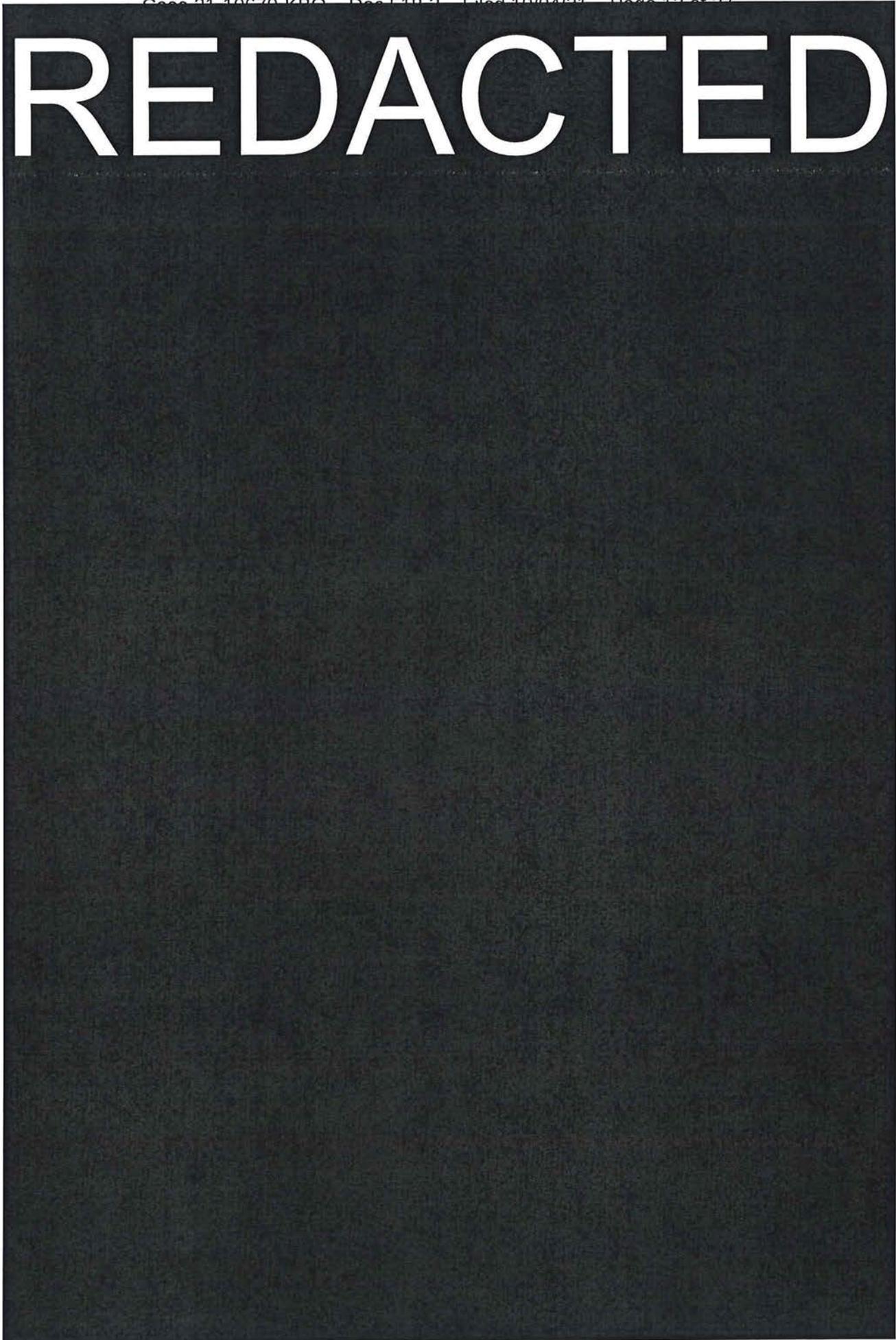
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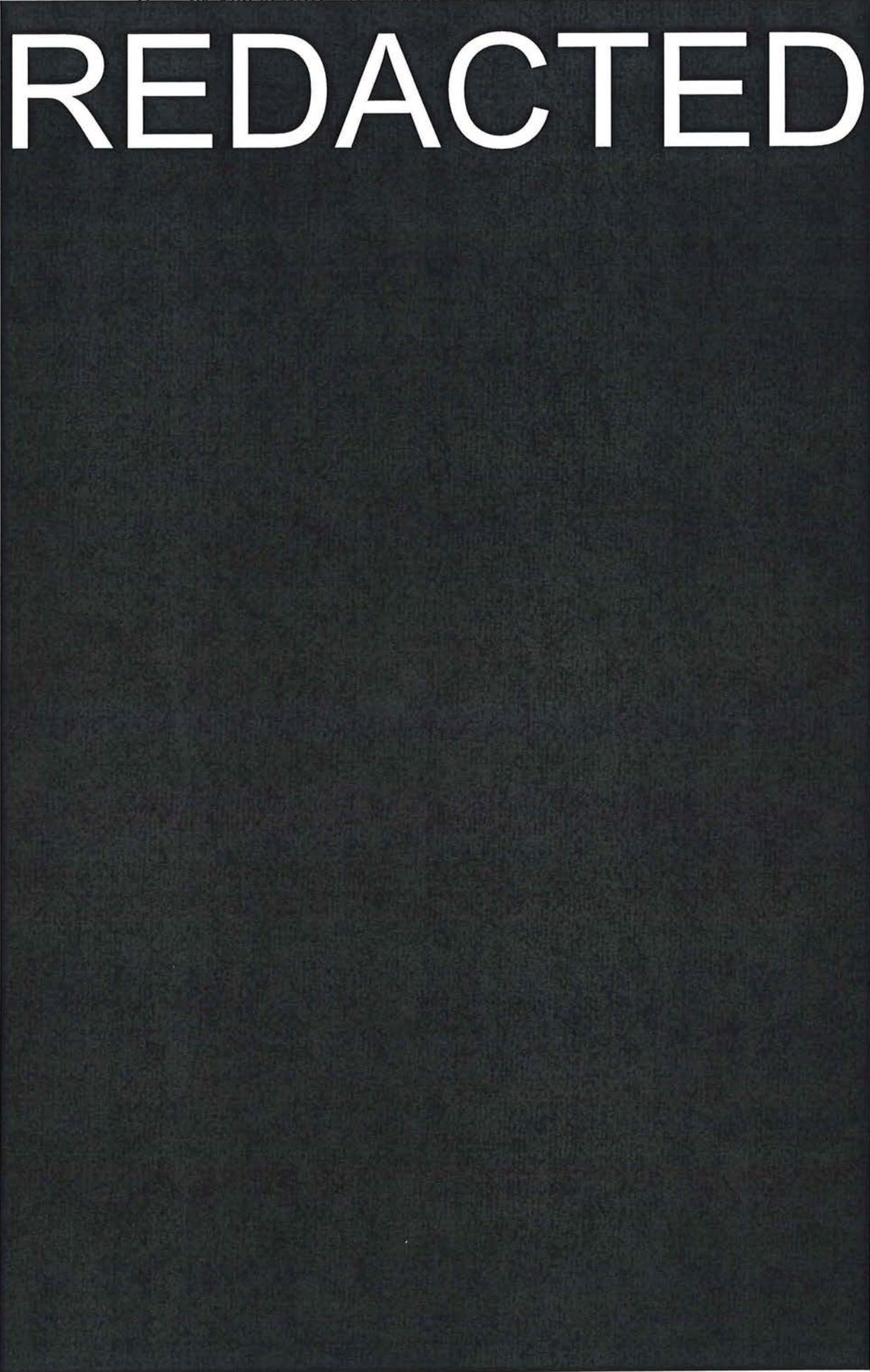
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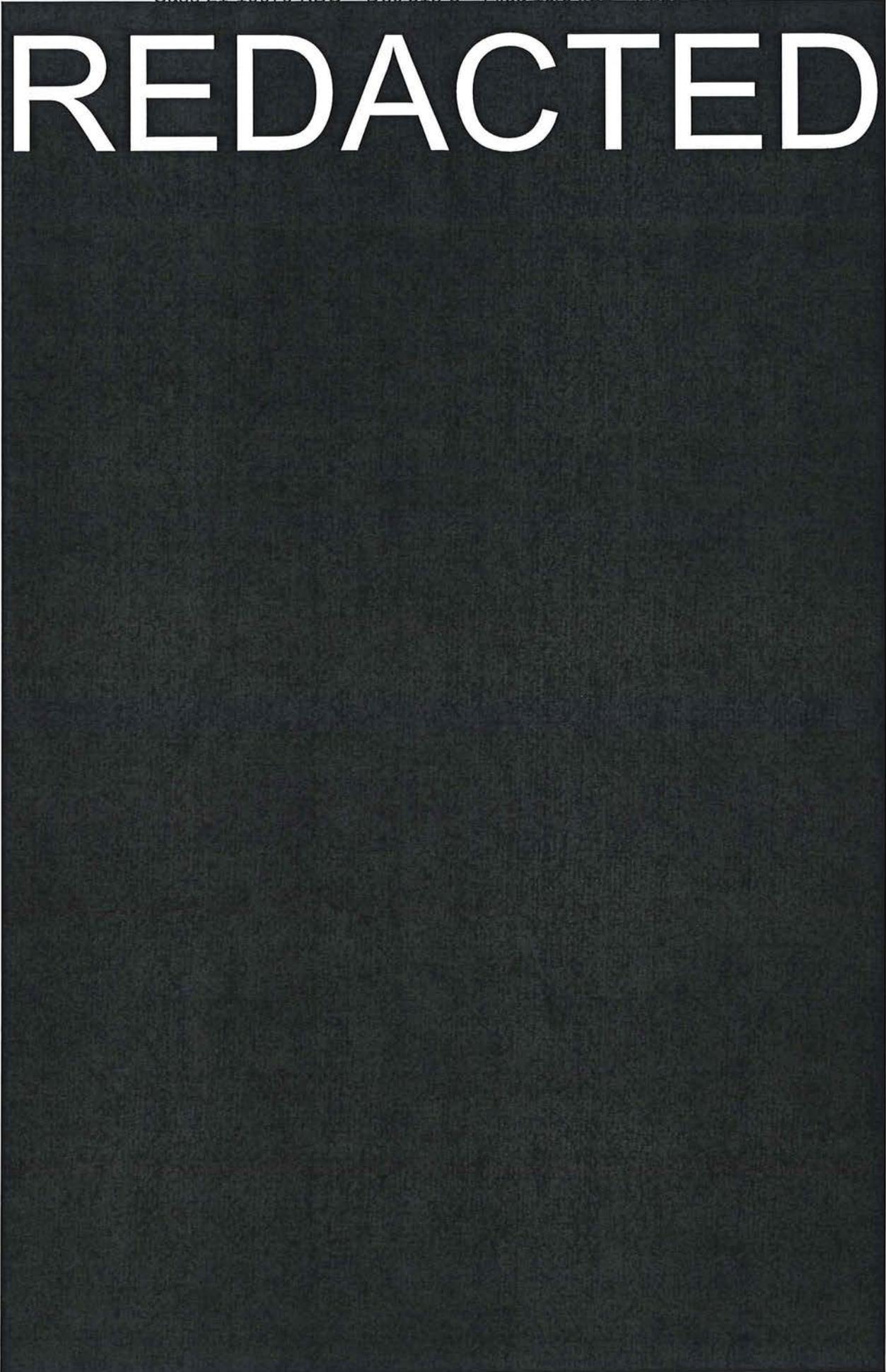
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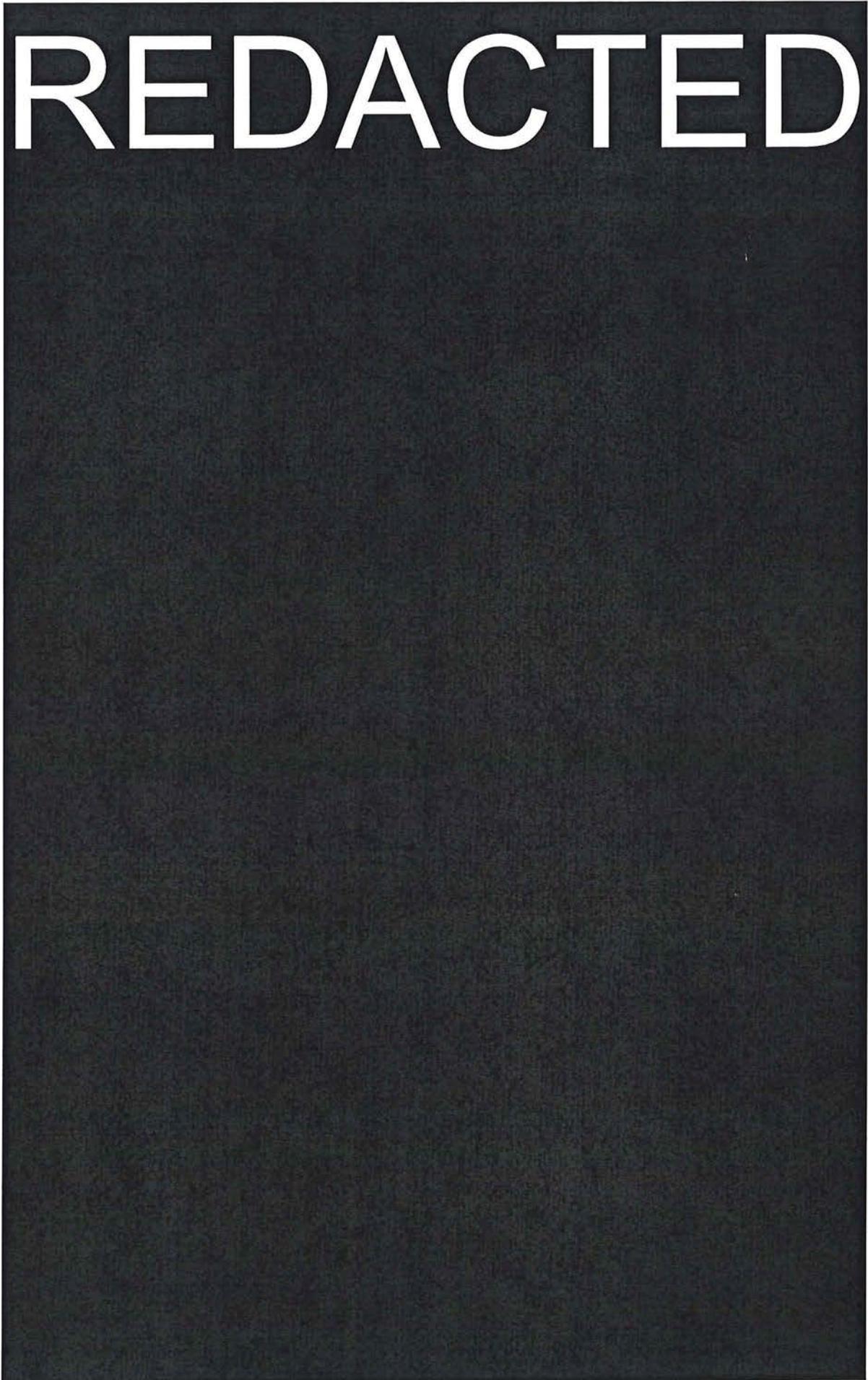
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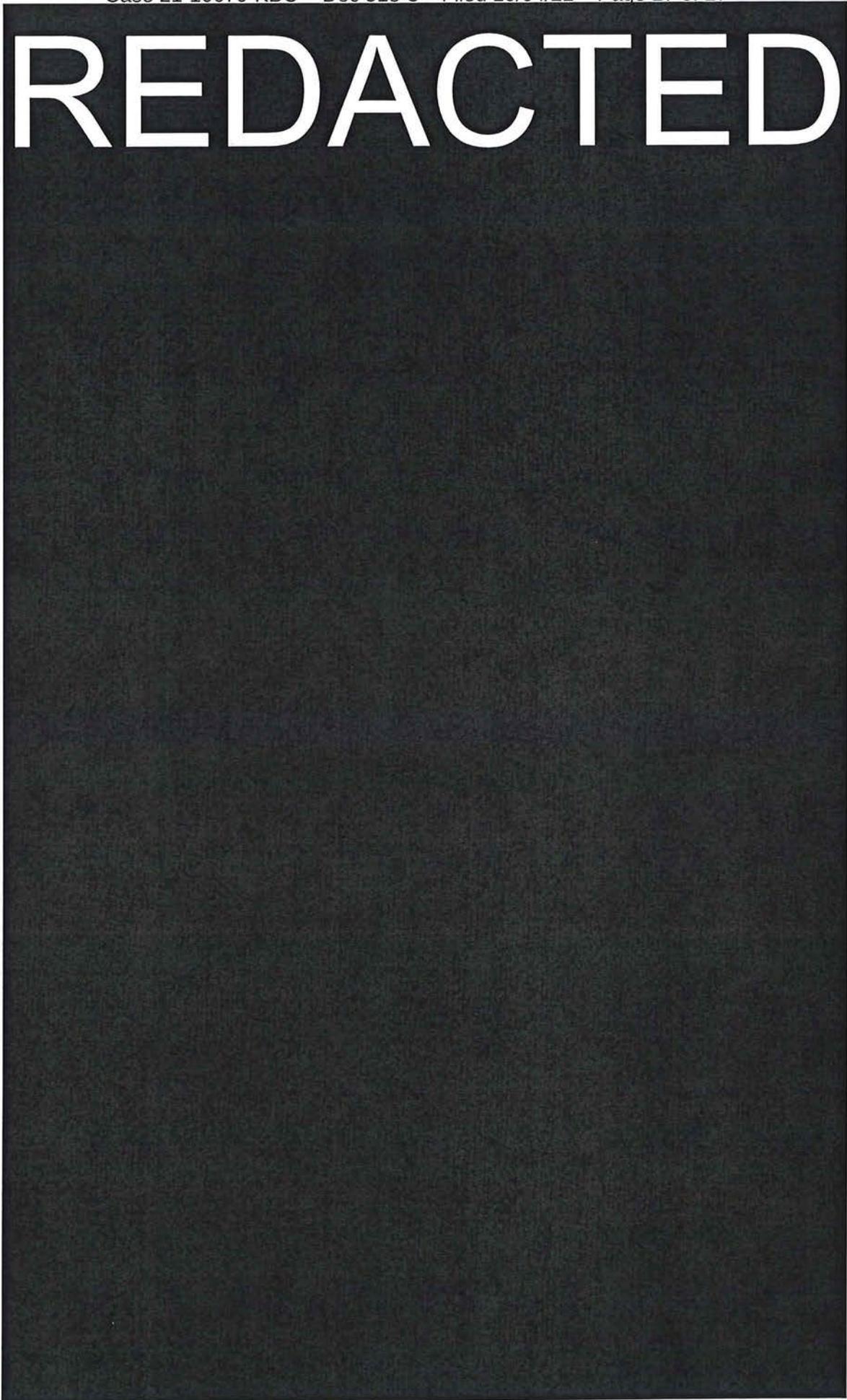


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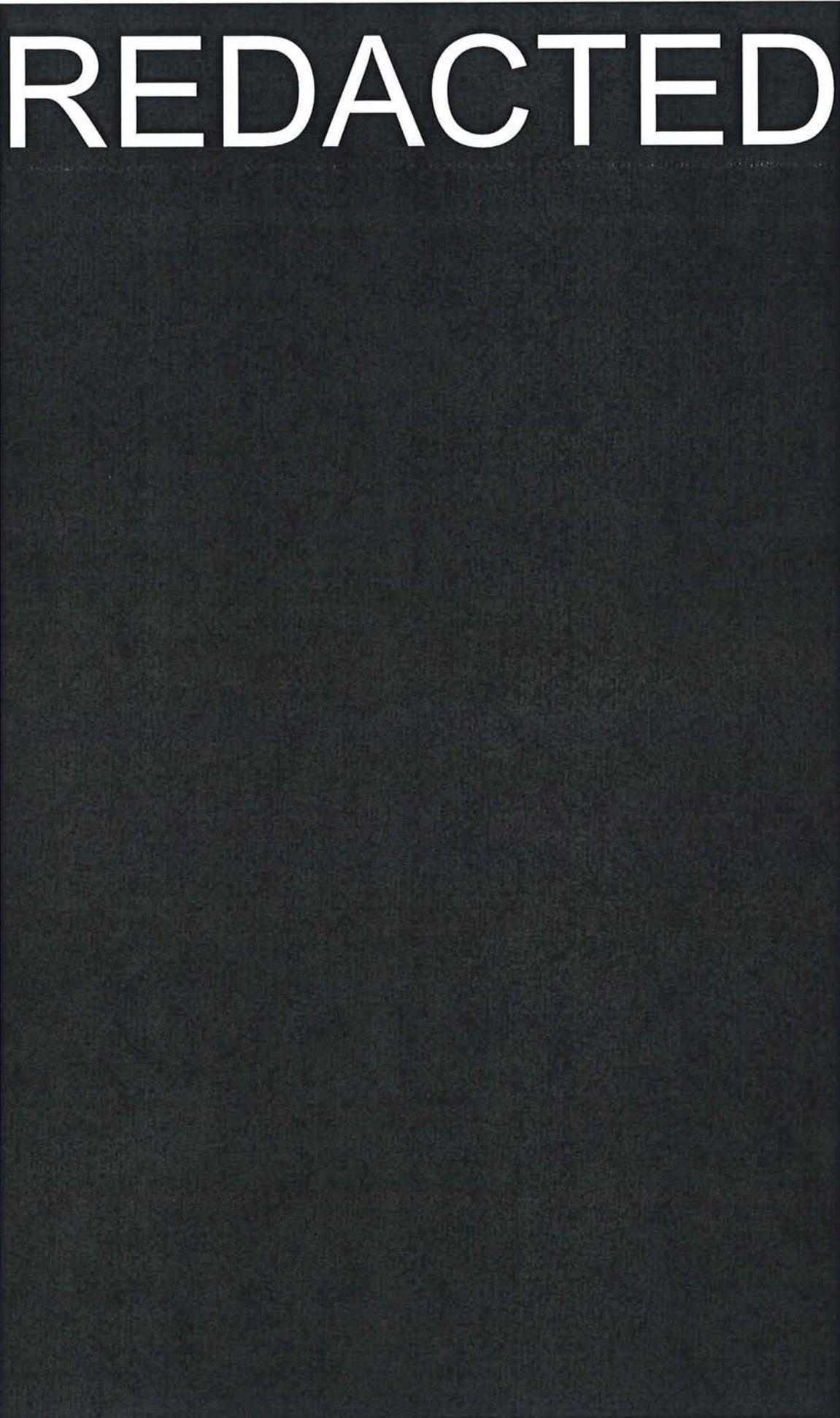


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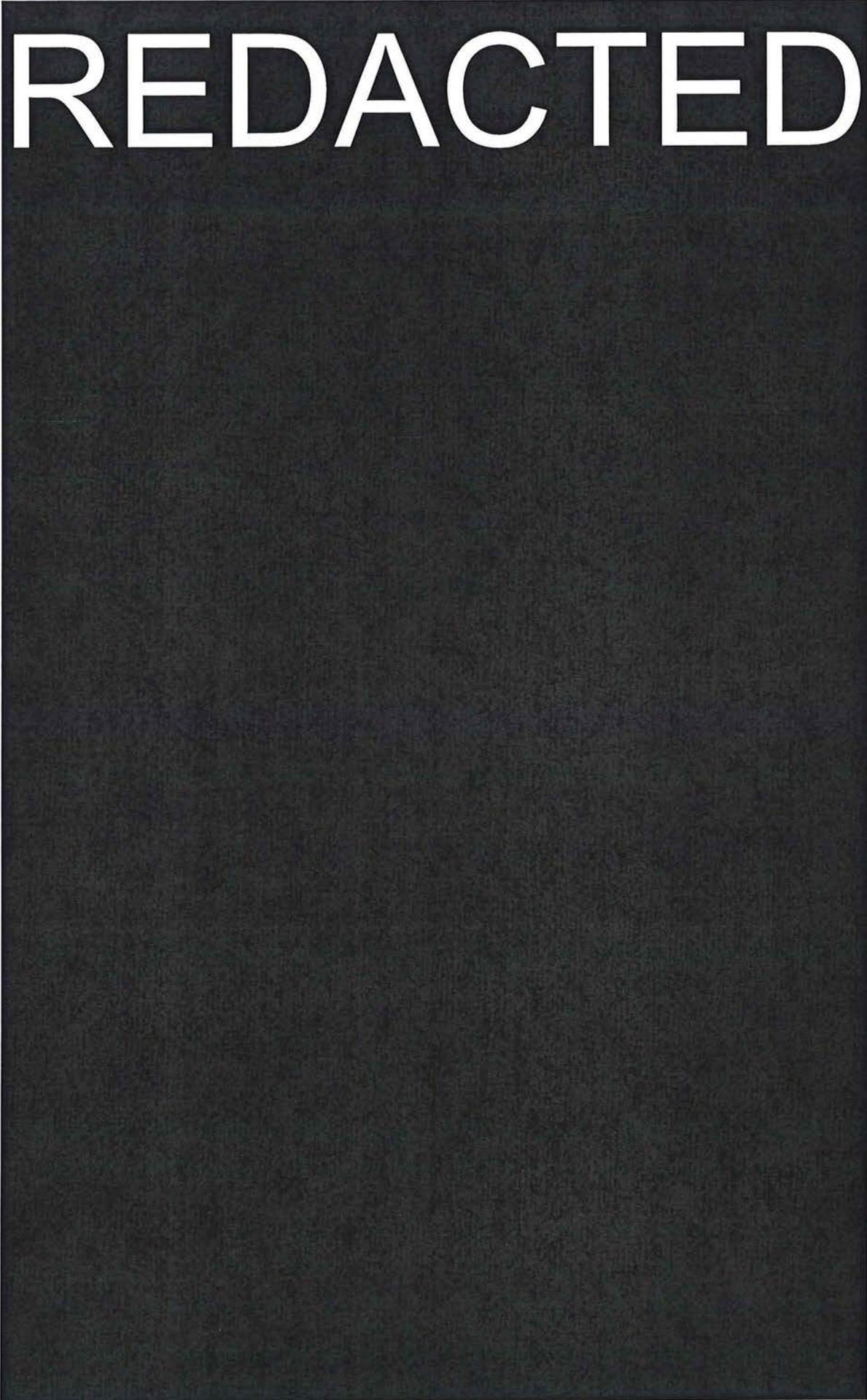
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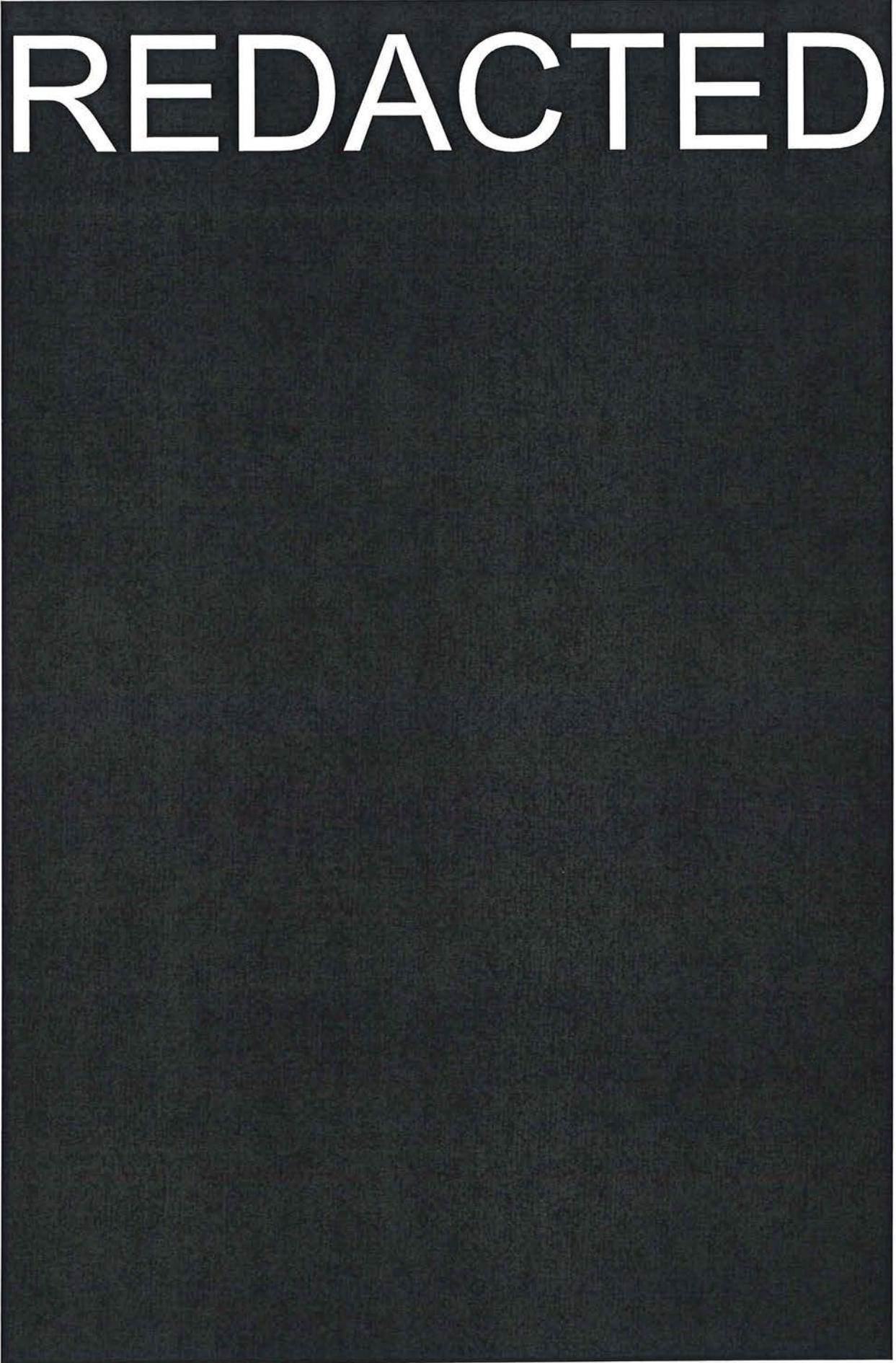
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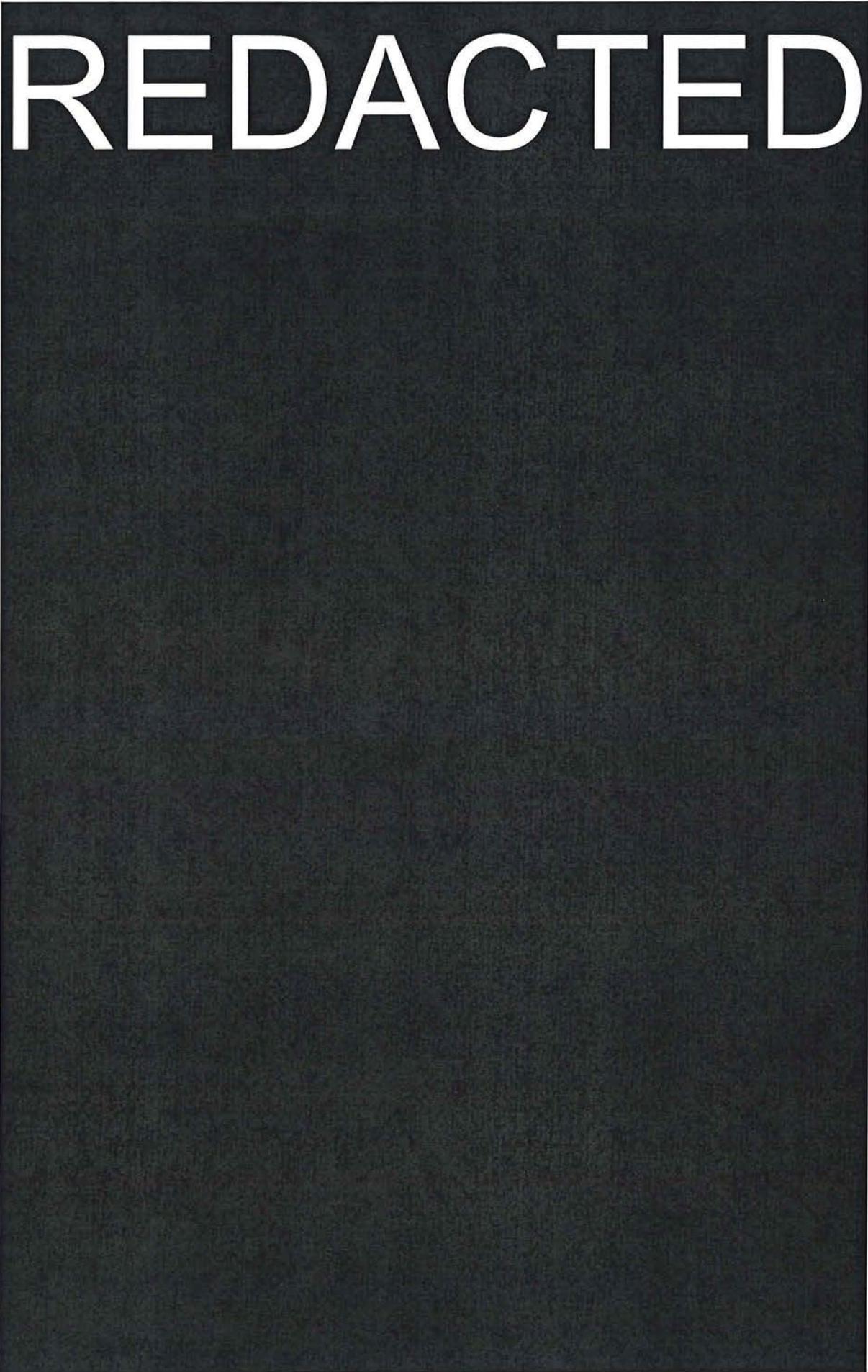
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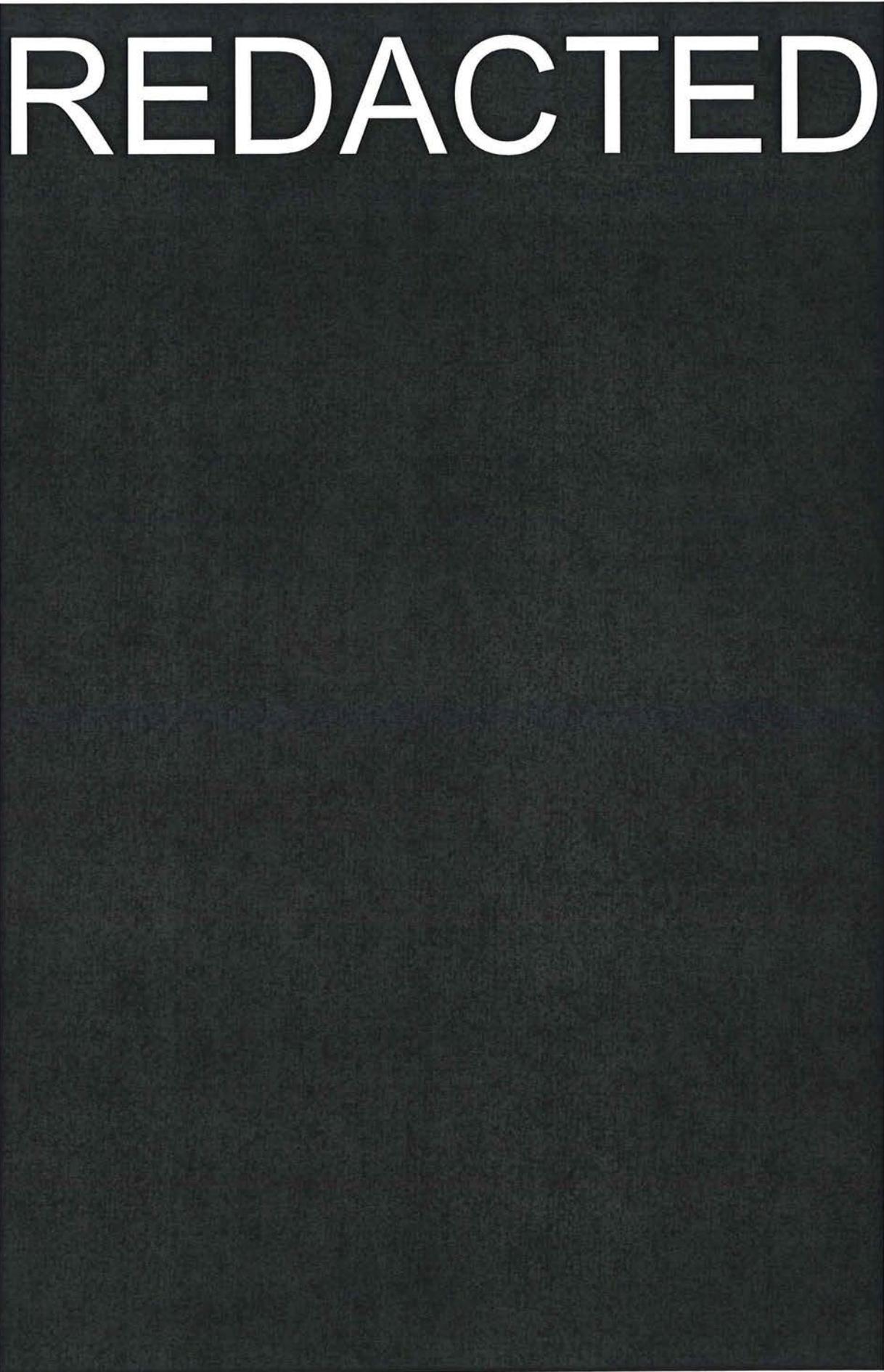
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REDACTED





COMMERCIAL TERMS

1. Delivery

- 1.1 Delivery is to take place on DDP plant Wellington USA terms, in accordance with INCOTERMS 2010, including packing and transport insurance.
- 1.2 Partial deliveries are permissible.

2. Pricing

- 2.1 Prices are applicable net plus VAT at the statutorily applicable rate.
- 2.2 The configurations, components and choice of components/component groups of the machine, as offered, correspond to the Supplier's current standard. Customer's delivery requirements or purchase source regulations are not considered. a change in pricing may result from having to take such regulations into account.

3. Delivery period

The period for making the machine available for delivery at Supplier's works in Baienfurt (Ex Works - EXW) shall be approximately 13 months after signing of the contract and receipt of the down payment, without engagement. The binding delivery period shall be specified upon conclusion of the contract.

4. Validity period

This offer is valid for a limited period, until **April 30, 2019**.

5. Payment conditions

- 5.1 Payment is to be made on the following scale:
 - 10 % down payment upon issuance of order,
 - 30 % in November 2019
 - 50 % after the goods to be supplied have left the supply works,
 - 10 % after acceptance at the Customer's works, but at latest 30 days after delivery to the Customer's works.
- 5.2 Unless otherwise expressly agreed, invoices are payable immediately and without deduction.
- 5.3 The Customer has the right to withhold payments or to offset its own counterclaims against them only to the extent that its own counterclaims are undisputed or have become res judicata.
- 5.4 There will be a late payment charge at the rate of one and a half percent (1.5%) per month, equivalent to eighteen % (18.00%) per annum.

6. Retention of title

- 6.1 The Supplier reserves the right of ownership over the goods delivered up until full payment of all claims arising from and in connection with the supply agreement. This shall also be applicable to all future deliveries, even if the Supplier does not expressly refer to this. The Supplier shall be entitled to take back the supplied item if the Customer acts in breach of contract.
- 6.2 The Customer shall be obliged to take good care of the goods delivered until ownership reverts to the Customer. In particular, it is obliged to take out adequate (new-replacement) insurance cover for them, at the Customer's own expense, against theft, fire and flooding. If servicing and inspection works need to be performed, then the Customer shall perform them at its own expense in time. Until ownership has transferred to the Customer, it must promptly write to the Supplier to inform the Supplier if the delivered item becomes the subject of distraint or is otherwise exposed to seizure on the part of third parties. To the extent that the third party is not able to reimburse the Supplier for the judicial and extrajudicial costs of a legal action corresponding to §771 ZPO (Code of Civil Procedure), the Customer shall be liable for the loss incurred by the Supplier.
- 6.3 The machining and processing or conversion of the delivered item on the part of the Customer shall in all cases be held to Have been done on behalf of the Supplier. In such a case, the Customer's expectant right to the delivered item shall continue in respect of the converted item. If the delivered item is processed in conjunction with other items not belonging to the Supplier, then the Supplier shall acquire the right of co-ownership to the new item in proportion to the material value of the supplied item in relation to other items being processed at the time of processing.
- 6.4 The Supplier undertakes to release the collateral accruing to it at the Customer's request, to the extent that its value exceeds The claims to be secured by more than 20%.



7. Prohibition of assignment, leasing

- 7.1 Rights arising from this Agreement may be assigned or transferred to third parties only upon written consent from the Supplier.
- 7.2 The Supplier reserves the right to dispute leasing agreements or to decline collaboration with individual lessors without statement of reasons. In no case shall the negotiation of leasing agreements represent any grounds for delays in payment.
- 7.3 In the event that such payment delays should nevertheless arise, the Contractor must be compensated by both parties to the leasing agreement as joint and several debtors.

8. Acceptance

- 8.1 The exact requirements for acceptance shall be specified in a separate agreement, depending on the supplied item.
- 8.2 For purposes of running-in of the equipment, the Customer must provide adequate test material, programmes, digital data, etc. free of charge.

9. Warranty

- 9.1 If the Customer should demand subsequent performance because of defects in the supplied item, then the Supplier may at its own eliminate the defect or supply a fresh item. For the implementation of all improvements and replacement supplies which may seem to the Supplier to be necessary, the Customer must, after consultation with the Supplier, give it adequate time and opportunity to proceed; otherwise, the Supplier shall be exempt from the liability for the resultant consequences. Only in urgent cases of a potential hazard to operational safety, or in order to prevent disproportionately high damage, in which case the Supplier must be informed immediately, does the Customer have the right to rectify the defect itself or have it rectified by third parties and claim compensation from the Supplier for the expenditures incurred.
- 9.2 Within the framework of legal provisions, the Customer has the right to withdraw from the Agreement if the Supplier --taking account of legal exceptions -- permits a reasonable period of grace which has been allowed for it for rectification or the supply of a replacement product to elapse without complying. If no more than an insignificant defect arises, then the Customer shall only hold the right for reduction of the contractual price. Otherwise, the right for reduction of the contractual price shall remain excluded.
- 9.3 The warranty shall extend to the replacement of defective material, defective components, assembly services and the consequently, entailed personnel costs (labour time, travelling costs, accommodation and subsistence costs). The warranty excludes: downtimes and damage which did not arise on the supplied item itself. This shall not be applicable in the case of wilful or grossly negligent infringement of the obligations of the Supplier or of its agents, nor in the case of infringement of cardinal obligations or if there is a particular criterion of trust involved. Nor shall it be applicable in respect of losses arising from loss of life, physical injury or damage to health.
- 9.4 The equipment may be operated only by personnel who have been trained by the Supplier. Any infringements shall result in exclusion from warranty. In this connection, reference is also made to section 1.6 .1 "Safety" in the Supplier's machine documentation, which is analogously applicable to the warranty.
The warranty shall furthermore lapse in the case of:
 - Inexpert operation,
 - failure to adhere to the requirements specified by the Supplier for servicing and the servicing intervals,
 - utilisation outside of the scope of the agreed application, and
 - in the case of machining of non-approved materials.
- 9.5 The warranty period shall be 12 (twelve) months. For the spindle the warranty period shall be 12 (twelve) months or 2000 operating hours, depending on which is reached first. This reduction does not affect the validity of statutory warranty periods arising pursuant to §438, paragraph 1, clause 2 BGB (German Civil Code) and §634 a, paragraph 1, clause 2 BGB. The following are also unaffected: statutory warranty periods arising in the event of liability for culpable cause of fatality, physical injury or damage to health or in the case of liability for the Supplier's wilful or grossly negligent infringement of obligations or such infringement on the part of its agents.
The warranty period begins on the date of signature of the acceptance report, however no later than 60 days after delivery of the equipment to the customer.

10. Software

It is agreed that software is always developed in accordance with the state-of-the-art available to the Supplier. It is never Claimed to be seamless, such that it is not possible to guarantee unrestricted functionality. Before the Customer's placement of the order, it has gained adequate information as to the situation prevailing at the time of order, and is thus held to have declared its



acceptance of that situation at the time of the order.

11. Confidentiality

- 11.1 The parties to the contract reciprocally undertake to observe confidentiality with regard to technical information and documentation coming to their notice, irrespective of whether it has been expressly designated as secret. They shall take all steps required in order to prevent such information and documentation being exploited by third parties. The employees of the parties to the contract shall, unless already bound to secrecy under their contracts of employment, be subject to such an obligation to the extent that they come into contact with such information or documentation. The same shall apply in respect of the suppliers of the parties to the contract.
- 11.2 The parties to the contract promise that they themselves will not exploit the information reciprocally disclosed to themselves except upon express written approval, and in particular that they will not register any industrial property rights.
- 11.3 The obligation for confidentiality and non-exploitation of information reciprocally disclosed shall lapse to the extent that it
 - a) was demonstrably already known to the party to the contract receiving the information before its disclosure, or
 - b) was already known or generally accessible to the public before its disclosure, or
 - c) was already known or generally accessible to the public after disclosure without collaboration or fault on the part of the party to the contract receiving the information, or
 - d) mainly related to information which had at any time been disclosed or made accessible by an authorised third party to the party to the contract receiving the information.
- 11.4 The confidentiality obligation shall terminate 5 (five) years after the end of the Agreement subject to the provision in Paragraph in 11.3 above and unless ruled otherwise.
- 11.5 The parties to the contract shall, after termination of the Agreement, promptly destroy any documentation which they have received from the other party to the contract, to the extent that such documentation is still confidential at such time (Paragraph 11.3) and shall promptly write to the other party to the contract to report such destruction.

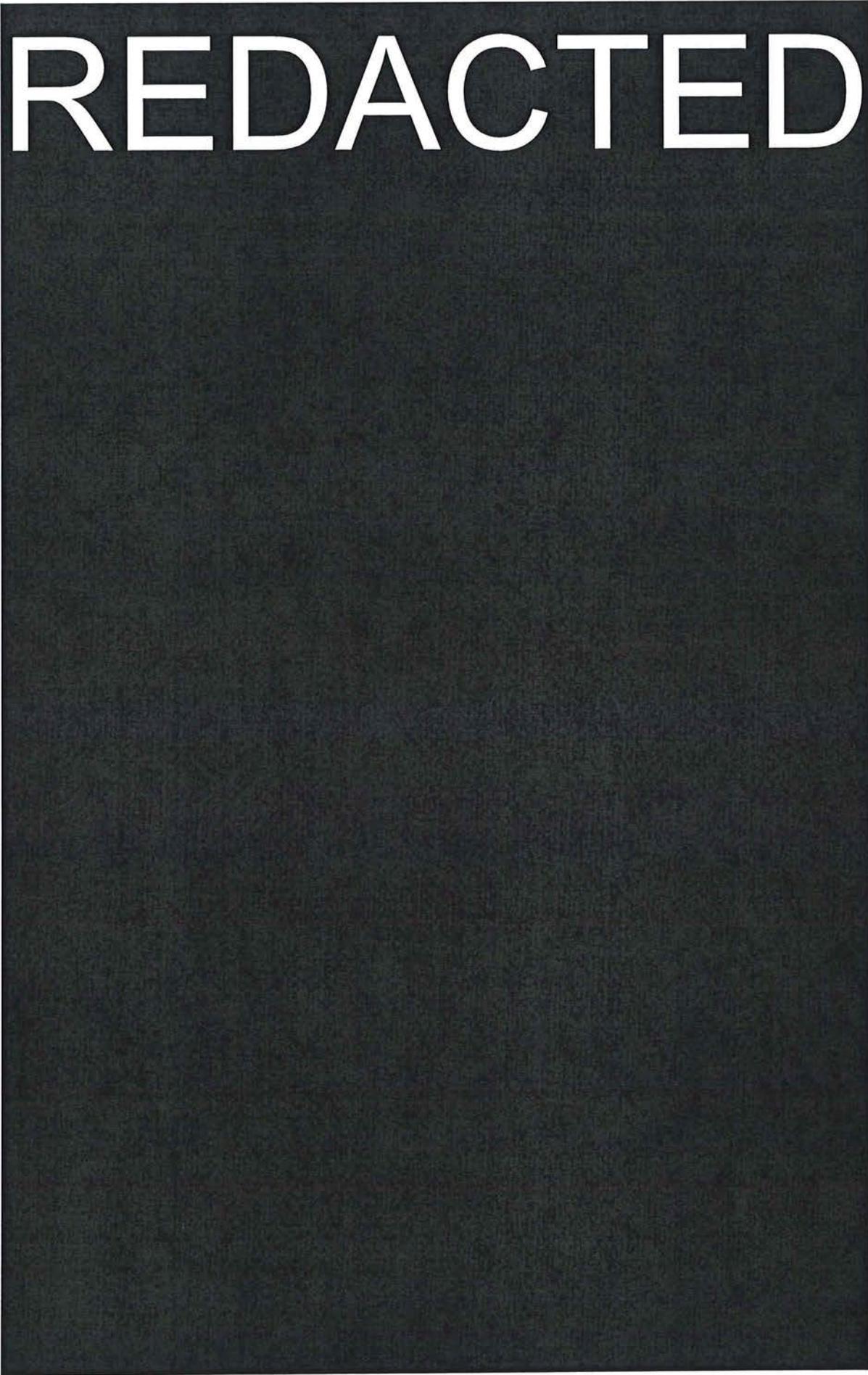
12. Service agreement

It is expressly recommended that a 2000-hour service contract should be negotiated with the Supplier. The negotiation of a service contract is a prerequisite for servicing agreements with defined response times and for agreements regarding machine availability.

13. General information

- 13.1 Written form shall be required as the prerequisite for validity of any changes and supplements to this Agreement. The same shall also apply in respect of any waiver of this written-form requirement.
- 13.2 In the event of invalidity of one or of several provisions of this Agreement, the parties to the contract shall negotiate a legally effective alternative provision resembling as closely as possible to the commercial effect of the invalidated provision.
- 13.3 The right to carry out technical changes in the selection of material, in the selection of components, in specification and in design is expressly reserved. Pictures can differ from actual product and may include options.
- 13.4 The place of jurisdiction shall be 88212 Ravensburg. German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

REDACTED



REDACTED

i.V. Alexander Fitz

Sales Manager bavius technologie gmbh

i.V. Andreas Much

President bavius technologie inc.

Please provide orders to bavius technologie gmbh in Germany

bavius technologie gmbh
Eisenbahnstraße 17 • 88255 Baienfurt • Deutschland
Tel. +49 751 5079-0 • Fax +49 751 5079-842 • sales@bavius-technologie.com

Deutsche Bank AG
Commerzbank Ulm

BIC
DEUTDE33
COBADEFF654

IBAN
DE54 6307 0088 0206 6330 00
DE03 6544 0087 0130 9228 00

Sitz Baienfurt, Amtsgericht Ulm HRB 550780
Ust.-Id Nr.: DE 144 894 313
Geschäftsführer: Armin Walther

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i>,	)	Case No. 21-10670 (KBO)
)	
Debtors.	)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT C

TECT Wellington Aerospace Inc.
 1515 North A St.
 Wellington, KS 67152



Contact Information:
 Phone: 620-359-5000

VENDOR:
 BAVIUS TECHNOLOGIE GMBH
 205 UNIT B PRAIRIE LAKD RD
 EAST DUNDEE IL 60118
 USA
 Phone:
 Fax:

PURCHASE ORDER

PO Number WEL-332891	PAGE 1 of 4
--------------------------------	-----------------------

THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE FOR THIS ORDER.

Ship To:
 TECT Wellington Aerospace Inc.
 102 West Hillside
 Wellington KS 67152
 USA

Bill To:
 TECT HEADQUARTERS
 ACCOUNTS PAYABLE DEPARTMENT
 1211 OLD ALBANY ROAD
 THOMASVILLE, GA 31792

Vendor Id: BRAVIUS	Order Date: 04/24/2019	Buyer: SAMANTHA AST
Ship Via: .	Freight Paid: False	sast@tectaero.com
Terms: Net 30	F.O.B.:	Phone: 620-359-5261

Line	Order Qty	Part Number / Description	Unit Price	Ext. Price
1	1 EA	PBZ HD 1600/80 bavius 5-axis CNC High Speed Cutting Machining Center PBZ HD 1600/80 Profile length 16,000 mm	\$ 300000.0000	\$300,000.00
10% down payment due upon issuance of order				
<u>Release No.</u>	<u>Due Date</u>	<u>Original Quantity</u>	<u>Qty Remaining</u>	<u>Job Number/Asm/Opr</u>
1		1 EA	1 EA	

Line	Order Qty	Part Number / Description	Unit Price	Ext. Price
2	1 EA	PBZ HD 1600/80 bavius 5-axis CNC High Speed Cutting Machining Center PBZ HD 1600/80 Profile length 16,000 mm	\$ 900000.0000	\$900,000.00
30% payment due in November 2019				
<u>Release No.</u>	<u>Due Date</u>	<u>Original Quantity</u>	<u>Qty Remaining</u>	<u>Job Number/Asm/Opr</u>
1		1 EA	1 EA	

Line	Order Qty	Part Number / Description	Unit Price	Ext. Price
3	1 EA	PBZ HD 1600/80 bavius 5-axis CNC High Speed Cutting Machining Center PBZ HD 1600/80 Profile length 16,000 mm	#####	\$1,500,000.00
50% payment due after the goods are to be supplied have left the supply works				
<u>Release No.</u>	<u>Due Date</u>	<u>Original Quantity</u>	<u>Qty Remaining</u>	<u>Job Number/Asm/Opr</u>
1		1 EA	1 EA	

Continued On Next Page

Terms and conditions specified in Form TAF-40308 Rev E and Quality Clauses Form TAF-40310 Rev S are incorporated into and made a part of this document. The noted forms (QA Clauses and T&C's) are available from your TECT Buyer. It is the responsibility of the supplier to ensure they have the correct revision. Purchase Order shall be deemed accepted by Seller's signed order acknowledgement or Seller's failure to reject this order within 5 business days after receipt.

TECT Wellington Aerospace Inc.
 1515 North A St.
 Wellington, KS 67152



Contact Information:
 Phone: 620-359-5000

VENDOR:
 BAVIUS TECHNOLOGIE GMBH
 205 UNIT B PRAIRIE LAKD RD
 EAST DUNDEE IL 60118
 USA
 Phone:
 Fax:

PURCHASE ORDER		
PO Number WEL-332891		PAGE 2 of 4
THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE FOR THIS ORDER.		
Ship To: TECT Wellington Aerospace Inc. 102 West Hillside Wellington KS 67152 USA		
Bill To: TECT HEADQUARTERS ACCOUNTS PAYABLE DEPARTMENT 1211 OLD ALBANY ROAD THOMASVILLE, GA 31792		

Vendor Id: BRAVIUS	Order Date: 04/24/2019	Buyer: SAMANTHA AST
Ship Via: .	Freight Paid: False	sast@tectaero.com
Terms: Net 30	F.O.B.:	Phone: 620-359-5261

Line	Order Qty	Part Number / Description	Unit Price	Ext. Price
4	1 EA	PBZ HD 1600/80 bavius 5-axis CNC High Speed Cutting Machining Center PBZ HD 1600/80 Profile length 16,000 mm	\$ 300000.0000	\$300,000.00
10% payment due after acceptance at the Customer's works, but at latest 30 days after				
<u>Release No.</u>	<u>Due Date</u>	<u>Original Quantity</u>	<u>Qty Remaining</u>	<u>Job Number/Asm/Opr</u>
1		1 EA	1 EA	

Per Offer SR-1902-0686-05
 bavius
 5-axis CNC High Speed Cutting Machining Center
 PBZ HD 1600/80
 for the machining of aluminum profiles and bars

PRICE LIST
 bavius 5-axis CNC High Speed Cutting Machining Center
 PBZ HD 1600/80
 Profile length 16,000 mm

Pos.	Description	Options available in USD (additional charge)	Options Included in USD (0.00= not included)
	Basic machine	included	included
	Basic Machine PBZ HD 1600		
	Alternative positions to the basic machine (additional charges):		

Continued On Next Page

TECT Wellington Aerospace Inc.
 1515 North A St.
 Wellington, KS 67152



Contact Information:
 Phone: 620-359-5000

VENDOR:
 BAVIUS TECHNOLOGIE GMBH
 205 UNIT B PRAIRIE LAKD RD
 EAST DUNDEE IL 60118
 USA
 Phone:
 Fax:

PURCHASE ORDER

PO Number WEL-332891		PAGE 3 of 4
THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE FOR THIS ORDER.		
Ship To: TECT Wellington Aerospace Inc. 102 West Hillside Wellington KS 67152 USA		
Bill To: TECT HEADQUARTERS ACCOUNTS PAYABLE DEPARTMENT 1211 OLD ALBANY ROAD THOMASVILLE, GA 31792		

Vendor Id: BRAVIUS	Order Date: 04/24/2019	Buyer: SAMANTHA AST
Ship Via: .	Freight Paid: False	sast@tectaero.com
Terms: Net 30	F.O.B.:	Phone: 620-359-5261

12 Integration of an angle head in the machine	5,800.00	included
13 Storage rack-type magazine with 160 slots, HSK 63 A	171,100.00	included
Accessories		
15 Axis alignment equipment	included	included
16 Telediagnostic-System	included	included
17 bavius Spindle Monitoring System bSMS	included	included
18 Tool monitoring device BLUM to Mill	included	included
19 Tool management Siemens	included	included
20 Radio wave touch probe, brand M & H or Renishaw	included	included
21 Portable teach panel, SIEMENS HT 2	included	included
22 Chip conveyor system, for flood coolant	included	included
23 Internal lubricant or coolant supply through spindle	included	included
24 Coolant purification plant for external flood cooling system	included	included
25 High pressure supply of 60 bar, additional equipment for internal flood cooling system	included	included
26 Coolant recirculation	included	included
27 Washing gun. Only possible with the coolant recirculation	included	included
28 Oil skimmer	included	included
29 Water chiller for coolant, through flow type	included	included
30 Additional supply of 4 bar and additional equipment for washdown nozzles mounted at the portal structure of the machine	included	included
31 Vacuum supply system for clamping fixtures for flood coolant	included	included
32 Suction and filtration system for mist	included	included
33 3D Machine model	included	included
34 VCS Rotary	18,064.00	0.00
35 ICAM Post processor CATIA for bavius		

Continued On Next Page

TECT Wellington Aerospace Inc.
 1515 North A St.
 Wellington, KS 67152



Contact Information:
 Phone: 620-359-5000

VENDOR:
 BAVIUS TECHNOLOGIE GMBH
 205 UNIT B PRAIRIE LAKD RD
 EAST DUNDEE IL 60118
 USA
 Phone:
 Fax:

PURCHASE ORDER

PO Number WEL-332891		PAGE 4 of 4
THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE FOR THIS ORDER.		
Ship To: TECT Wellington Aerospace Inc. 102 West Hillside Wellington KS 67152 USA		
Bill To: TECT HEADQUARTERS ACCOUNTS PAYABLE DEPARTMENT 1211 OLD ALBANY ROAD THOMASVILLE, GA 31792		

Vendor Id: BRAVIUS	Order Date: 04/24/2019	Buyer: SAMANTHA AST
Ship Via: .	Freight Paid: False	sast@tectaero.com
Terms: Net 30	F.O.B.:	Phone: 620-359-5261

machining centers	36,869.00	included
36 Simulation model for Vericut	8,825.00	included
37 Acceptance / Authorization for delivery at supplier's facilities	included	included
38 Acceptance part NAS 979 (revised'1, page 23-30)	included	included
39 Documentation	included	included
40 Packaging	included	included
41 Loading	included	included
42 Transport	included	included
43 Anchoring of the machine	included	included
44 Assembly	included	included
45 Machine acceptance at customer's facilities	included	included
46 Training	included	included
47 Additional training (4 weeks, choose any of the following: operator, CNC, maintenance, applications/programming)	4x 8,000.00	included
48 Production assistance	on request	on request
49 Two (2) year "On-Site Service Agreement"	2x 18,000.00	included
Special offer, valid to April 30th 2019 \$3,000,000.00		

SUPPLIER Acknowledgement We, the undersigned, acknowledge receipt of and accept this order with shipping schedule, conditions and prices as specified heron. Authorized By: _____ Title: _____	Line(s) Subtotal: 3,000,000.00 Misc. Charge Subtotal: 0.00
	Total: \$3,000,000.00
	Authorized Signature

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 28 day of September, 2020 by and among TECT AEROSPACE WELLINGTON, INC., a Delaware corporation ("TAW"), UTICA EQUIPMENT FINANCE, LLC, a Delaware limited liability company ("UEF") and BAVIUS TECHNOLOGIE GMBH ("Bavius").

RECITALS

WHEREAS, pursuant to Offer SR-1902-0686-05, dated April 23, 2019 and the related Purchase Order WEL-332-891, dated April 24, 2019 (collectively, the "Contract"), by and between TAW and Bavius, TAW agreed to purchase from Bavius, and Bavius agreed to sell to TAW, a 5-axis CNC High Speed Cutting Machining Center PBZ HD 1600/80, and related accessories, all as described in the Contract (collectively, the "Machine"); and

WHEREAS, TAW desires to assign the Contract and the right to acquire the Machine to UEF and UEF desires to assume the Contract and to acquire the Machine (the "Assignment and Assumption") and to pay the remaining balance due under the Contract to Bavius, on the terms set forth in this Agreement; and

WHEREAS, Bavius desires to consent to the Assignment and Assumption, on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated in and made a part of this Agreement.
2. Assignment and Assumption. TAW hereby assigns, conveys and sets over to UEF, and UEF hereby accepts, receives and agrees to hereafter perform and discharge, all of TAW's right, title and interest in, to and under the Contract.
3. Consent. Bavius hereby consents to the Assignment and Assumption described in this Agreement.
4. Payment. Bavius and UEF agree that there is a balance due to Bavius under the Contract of US\$1,800,000, which amount UEF shall be solely responsible to pay, with such payment to be made on the following agreed payment schedule:
 - (a) US\$600,000 to be paid by UEF to Bavius, by wire transfer of immediately available funds, within 10 business days from the full execution of this Agreement;

[ASSIGNMENT AND ASSUMPTION AGREEMENT]

(b) US\$600,000 to be paid by UEF to Bavius, by wire transfer of immediately available funds, on or before January 31, 2021; and

(c) US\$600,000 to be paid by UEF to Bavius, by wire transfer of immediately available funds, on or before January 31, 2022.

5. Delivery of the Machine. Within five (5) business days of Bavius's receipt of the payment described in Section 4(a) of this Agreement, Bavius shall deliver the Machine to the "ship to" address set forth in the Contract, which is 102 West Hillside, Wellington, Kansas 67152, with such delivery to be made in accordance with the terms and conditions set forth in the Contract.

6. Contract Status. Except as otherwise modified by this Agreement, the Contract remains in full force and effect, in accordance with its terms.

7. Representations and Warranties of the Parties. Each of TAW, UEF and Bavius hereby represents and warrants to the other parties as of the date hereof as follows:

(i) Such party is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization.

(ii) Such party has full power, authority and legal right to make, deliver and perform this Agreement and to complete all transactions contemplated hereunder and has taken all corporate and other actions (if any) required to authorize the execution, delivery and performance of this Agreement and all documents to be delivered hereunder.

8. Further Assurances. Each party agrees that it shall execute and deliver to the others all further documents or instruments reasonably requested by such other party in order to effect the intent of this Agreement and to obtain the full benefit of this Agreement.

9. Choice of Law. The terms of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

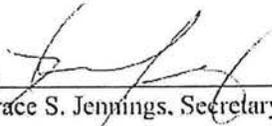
10. Entire Agreement. This Agreement, together with the Contract, contains the entire understanding and agreement of the parties hereto with respect to the matters referred to herein and all prior or contemporaneous representations, negotiations, and understandings are superseded hereby and merged into this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts and a facsimile or email copy of a signature shall be deemed an original and together shall constitute one and same Agreement.

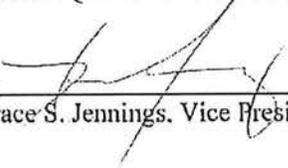
(Signature pages appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first written above.

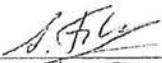
TECT AEROSPACE WELLINGTON, INC.

By: 
Horace S. Jennings, Secretary and Treasurer

UTICA EQUIPMENT FINANCE, LLC

By: 
Horace S. Jennings, Vice President

BAVIUS TECHNOLOGIE GMBH

By: i. V. 
Name: Alexander Fitz
Title: Sales Manager



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i>,	)	Case No. 21-10670 (KBO)
)	
Debtors.	)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT E



William C. Price
T (412) 394-7776
F (412) 394-2555
Email: wprice@clarkhill.com

Clark Hill
One Oxford Centre
301 Grant St., 14th Floor
Pittsburgh, PA 15219
T (412) 394-7711
F (412) 394-2555

August 4, 2021

BY EMAIL

TECT Aerospace Wellington, Inc.
Attn: Shaun Martin, Chief Restructuring
Officer
265 Franklin Street, 10th Floor
Boston, MA 02110
smartin@winterharborco.com

Paul Heath
Richards, Layton & Finger
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
heath@rlf.com

Re: TECT Aerospace Wellington, Inc. ("TECT Wellington") / Utica Equipment Finance,
LLC ("UEF") – Handtmann Equipment ("Equipment")

Dear Shaun and Paul,

Reference is made to that certain Assumption and Assignment Agreement of Purchase Order by and between TECT Wellington and UEF ("Assumption Agreement"). The Assumption Agreement relates to the Equipment, which is held by TECT Wellington for UEF.

It is our understanding that TECT Wellington intends to close on the sale of substantially all of its assets to The Boeing Corporation and its affiliate ("Boeing") in the immediate future. We further understand that the Equipment is not currently used and not intended to be used for the production of any parts associated with Boeing. We further understand that TECT has access to equipment capable of producing any parts previously produced by the Equipment. Accordingly, TECT no longer requires access to the Equipment.

UEF intends to exercise its rights and remedies with regard to the Equipment, including taking possession of the Equipment in due course.

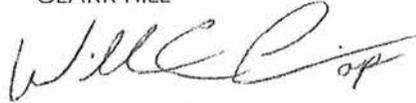
Pending the removal of the Equipment, UEF requests that TECT, and any subtenant (including Boeing), safeguard the Equipment to preserve and protect its value. We greatly appreciate your cooperation in connection with this matter.

August 4, 2021
Page 2

Nothing contained herein shall be deemed a waiver of any rights UEF has with respect to the Assumption Agreement or the Equipment. UEF expressly reserve any and all rights.

Sincerely,

CLARK HILL

A handwritten signature in black ink, appearing to read "William C. Price" with a stylized flourish at the end.

William C. Price

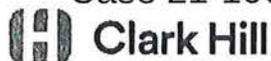
WCP:WCP
No Enclosure

cc: Bernard Stanek (via email)
Horace Jennings (via email)
Jeffrey J. Conn (via email)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i>,	)	Case No. 21-10670 (KBO)
)	
Debtors.	)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT F



William C. Price
T (412) 394-7776
F (412) 394-2555
Email: wprice@clarkhill.com

Clark Hill
One Oxford Centre
301 Grant St., 14th Floor
Pittsburgh, PA 15219
T (412) 394-7711
F (412) 394-2555

August 13, 2021

BY EMAIL

TECT Aerospace Wellington, Inc.
Attn: Shaun Martin, Chief Restructuring
Officer
265 Franklin Street, 10th Floor
Boston, MA 02110
smartin@winterharborco.com

Paul Heath
Richards, Layton & Finger
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
heath@rfl.com

Re: TECT Aerospace Wellington, Inc. ("TECT Wellington") / Utica Equipment Finance, LLC ("UEF") – Handtmann Equipment ("Equipment")

Dear Shaun and Paul,

Following up on our letter dated August 2, 2021 regarding the above-referenced Equipment, UEF intends to commence the disassembly and removal process of the Equipment on October 4, 2021. Due to the complexity of the disassembly and removal process, UEF has engaged the services of bavius technologie gmbh ("bavius") to oversee and coordinate the disassembly and removal of the Equipment from the Utica Realty Wellington, LLC facility ("UR Wellington Facility").

In consultation with bavius, UEF estimates that the Equipment disassembly and removal process will likely require four (4) or more weeks. We further expect the Equipment disassembly and removal process will require coordination with TECT Wellington and/or The Boeing Corporation ("Boeing") from time to time. We would appreciate your assistance with connecting bavius directly with the appropriate facilities management team located at the UR Wellington Facility.

UEF will continue to coordinate the Equipment disassembly and removal process with TECT Wellington, Boeing, bavius and the UR Wellington Facility landlord.

August 13, 2021
Page 2

If you have any questions regarding the above, please contact me.

Sincerely,

CLARK HILL

A handwritten signature in black ink, appearing to read "W.C. Price", with a long horizontal flourish extending to the right.

William C. Price

WCP:WCP
No Enclosure

cc: Bernard Stanek (via email)
Horace Jennings (via email)
Jeffrey J. Conn (via email)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i>,	)	Case No. 21-10670 (KBO)
)	
Debtors.	)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT G



William C. Price
T (412) 394-7776
F (412) 394-2555
Email: wprice@clarkhill.com

Clark Hill
One Oxford Centre
301 Grant St., 14th Floor
Pittsburgh, PA 15219
T (412) 394-7711
F (412) 394-2555

September 14, 2021

BY EMAIL

TECT Aerospace Wellington, Inc.
Attn: Shaun Martin, Chief Restructuring
Officer
265 Franklin Street, 10th Floor
Boston, MA 02110
smartin@winterharborco.com

Paul Heath
Richards, Layton & Finger
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
heath@rlf.com

Alan D. Smith
PERKINS COIE LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
adsmith@perkinscoie.com

Re: TECT Aerospace Wellington, Inc. ("TECT Wellington") / Utica Equipment Finance,
LLC ("UEF") – Handtmann Equipment ("Equipment")

Dear Shaun, Paul and Alan,

Following up on our letters dated August 4, 2021 and August 13, 2021 regarding the above-referenced Equipment, this letter addresses and confirms the plan of UEF to remove its Equipment from the Wellington facility location (the "Property"). Consistent with the Friday, August 13, 2021 phone conversation between Bernie Stanek (of UEF) and Ed Neveril and Patrick Leffel (both of Boeing), the plan for removal has been developed based on a coordinated effort between Patrick and UEF representative, John Storm. UEF included the Boeing representatives in that discussion as a courtesy so that the Equipment removal process could be as streamlined as possible. Patrick and John worked out an acceptable schedule to complete the removal of the Equipment over a two-week period beginning on October 4, 2021 and, relying on that schedule, UEF has incurred significant expense in coordinating the Equipment's removal, including, without limitation, the expense of having personnel travel from Germany to disassemble and remove the Equipment.

Following that agreement between Patrick (on Boeing's behalf) and John (on UEF's behalf), John advised UEF that Boeing's legal team was requesting documentation regarding UEF's ownership of the Equipment. Again, as a courtesy, John provided that information to Patrick on September 9, 2021. Specifically, John provided the Statement of Financial Affairs

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September 14, 2021
Page 2

("SFA") filed by TECT Wellington and the supporting assignment related to the Equipment referenced in the SFA.

As you are well aware from the SFA filed by TECT Wellington, TECT Wellington agrees that the Equipment is UEF's property. Also, the Property on which the Equipment is located is owned by Utica Realty Wellington and leased to TECT Wellington, not Boeing. Quite frankly, UEF and Utica Realty Wellington have no idea how Boeing can claim any standing to occupy the Property, much less imply it can refuse UEF permission to enter the Property to retrieve UEF's own Equipment. Utica Realty Wellington (the Property owner) and TECT Wellington (the Property tenant) have raised no objection to UEF coming to the Property to retrieve UEF's Equipment. Although UEF has taken a cordial and practical approach to recover its Equipment, UEF was not, and is not, in any way, shape or form asking for Boeing's permission to do so.

Nonetheless, on September 9, 2021, Patrick (of Boeing) advised John (of UEF), "I can't let anyone onsite until I get word otherwise. I'll let you know right away if anything changes." There is no legal basis for this statement by Boeing.

UEF and the Germany-based crew will be arriving at the Property on October 4, 2021 to remove UEF's Equipment, consistent with the schedule to which John and Patrick agreed.

In accordance with the applicable law, we expect Boeing not to interfere with the above-referenced plan. If Boeing does interfere, UEF reserves all rights and does not waive any and all remedies available to it, including judicial intervention. Feel free to contact me if you feel there is anything to discuss. Thank you.

Sincerely,

CLARK HILL



William C. Price

WCP:WCP
No Enclosure

cc: Bernard Stanek (via email)
Horace Jennings (via email)
Jeffrey J. Conn (via email)
Jeri A. Ryan (via email)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i> ,)	Case No. 21-10670 (KBO)
)	
Debtors.)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT H



William C. Price
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Email: wprice@clarkhill.com

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301 Grant St., 14th Floor
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October 1, 2021

BY EMAIL

TECT Aerospace Wellington, Inc.
Attn: Shaun Martin, Chief Restructuring
Officer
265 Franklin Street, 10th Floor
Boston, MA 02110
smartin@winterharborco.com

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920 North King Street
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Alan D. Smith
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1201 Third Avenue, Suite 4900
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adsmith@perkinscoie.com

Re: TECT Aerospace Wellington, Inc. ("TECT Wellington") / Ufica Equipment Finance,
LLC ("UEF") – Handtmann Equipment ("Equipment")

Dear Shaun, Paul and Alan,

Following up on our letters dated August 4, 2021, August 13, 2021 and September 14, 2021 regarding the above-referenced Equipment, please be advised that representatives of UEF and bavious technologie gmbh ("bavious") will be at the Wellington facility on Monday, October 4th, as planned, to commence the process of disassembling and removing the Equipment.

Thank you for your cooperation with UEF and bavious.

Sincerely,

CLARK HILL

A handwritten signature in black ink that reads 'William C. Price'.

William C. Price

October 1, 2021

Page 2

WCP:WCP

No Enclosure

cc: Bernard Stanek (via email)
Horace Jennings (via email)
Jeffrey J. Conn (via email)
Jerri A. Ryan (via email)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i> ,)	Case No. 21-10670 (KBO)
)	
Debtors.)	Jointly Administered
)	
)	
)	
_____)	

EXHIBIT I

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October 1, 2021

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VIA EMAIL

William C. Price
Clark Hill
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219

**Re: TECT Aerospace Wellington, Inc. / Utica Equipment Finance, LLC -
Bavius/Handtmann Machine**

Dear Bill:

This letter is written in response to yours of September 14 regarding the above-referenced equipment (the "Bavius Machine"). While you have apparently not accepted the import of the Bankruptcy Court's Order Approving the Sale of the Debtors' Kansas Assets, etc., Dkt. 372 (the "Kansas Sale Order"), Central Kansas Aerospace Manufacturing, LLC ("CKAM"), an affiliate of The Boeing Company, is entitled to occupy the Kansas premises pending assumption or rejection of the relevant real property lease(s), and is doing so in accordance with the Kansas Sale Order. And as you well know, CKAM is presently using those premises to manufacture goods for a number of TECT customers, all for the benefit of TECT and those customers. Accordingly, CKAM is not willing to suffer the considerable disruption in operations that would result from the removal of the Bavius Machine, which as we understand it would require removal and replacement of a portion of the roof along with numerous other dislocations. We therefore respectfully decline your request for access to the premises for that purpose.

We note that it appears the Bavius Machine was originally purchased by TECT Aerospace Wellington, Inc. and "sold" to Utica Equipment Finance, LLC ("Utica") for no consideration, even though Wellington had already paid \$1.2 million to Bavius on account of the Bavius Machine. Accordingly, the purported sale is an avoidable transfer, at the very least a constructive avoidable transfer, and perhaps an intentional avoidable transfer. As you well know from prior communications and court filings, CKAM contends this is but one of many avoidable transfers performed by the debtors for the benefit of their upstream affiliates while under the control of those upstream affiliates. Under the circumstances, it would be inappropriate to turn that valuable equipment over to Utica or its sister companies who have mismanaged the TECT entities and left them with tens of millions of dollars in unsatisfied claims.

William C. Price
October 1, 2021
Page 2

We are happy to discuss this with you at any time, but wanted to get this to you in writing so you were not under any misimpressions regarding access to the Wellington facility for the purpose of removing the Bavius Machine.

Very truly yours,

/s/ Alan D. Smith
Alan D. Smith,
Counsel to Central Kansas Aerospace Manufacturing, LLC

Cc: Paul Heath
Shaun Martin
(all via email)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
TECT Aerospace Group Holdings, Inc.,)	
<i>et al.</i>,	)	Case No. 21-10670 (KBO)
)	
Debtors.	)	Jointly Administrated
)	
	)	Ref. Docket No. 518
)	
)	
)	
)	

**DECLARATION OF [] IN SUPPORT OF UTICA
EQUIPMENT FINANCE LLC AND UTICA REALTY WELLINGTON, LLC'S
EMERGENCY MOTION TO REMOVE EQUIPMENT FROM DEBTORS' LOCATION**

I, Armin Walther, declare as follows:

1. I am the CEO of bavius technologie gmbh ("bavius"). I am over twenty-one years of age and I make this declaration based upon my personal knowledge and my review of the files of bavius regarding the axis CNC High Speed Cutting Machine Center PBZ HD 1600/80 and related accessories (the "Machine") sold pursuant to Offer ST 1902-0686-05 dated April 23, 2019 and the related Purchase Order WEL-332-891, dated April 24, 2019 (collectively the "Contract"). I am competent to testify as a witness to the information contained herein.

2. bavius, a German company, sold the Machine to TECT Aerospace Wellington, Inc. ("TAW") pursuant to the Contract for a purchase price of \$3,000,000.

3. TAW made two \$600,000 installment payment to bavius under the Contract. TAW was unable to make the third \$600,000 payment and bavius refused to ship the Machine to TAW from Germany.

4. TAW requested bavius's consent to assign the Contract to Utica Equipment Finance, LLC ("UEF") with UEF assuming TAW's obligations under Contract, including payment



of the remaining \$1,800,000 of the purchase price to bavius. bavius consented to the assignment of the Contract which was documented in an Assignment and Assumption Agreement dated September 28, 2020 executed by TAW, UEF and bavius (the "Assignment").

5. After the execution of the Assignment UEF made the third \$600,000 payment as scheduled on October 2, 2020 and bavius then shipped the Machine to TAW's facility.

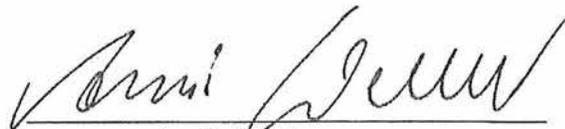
6. UEF has made the fourth scheduled \$600,000 installment payment and is current on all of its obligated payments under the Contract and Assignment. UEF and still owes the final \$600,000 installment which is due and payable on January 28, 2022.

7. bavius is the owner of the Machine, subject to UEF's right to possession, until the balance of the Contract is paid in full at which time title and ownership will pass to UEF pursuant to the terms of the Contract.

8. bavius supports the removal of the Machine from its current location and has agreed to provide labor, materials and expertise to assist UEF in the disassembly and removal of the Machine.

I declare under penalty of perjury that the forgoing statements are true and correct.

Dated: October 14, 2021


Armin Walther