

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

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<i>In re</i>	:	<b>Chapter 11</b>
	:	
TECT AEROSPACE GROUP HOLDINGS,	:	<b>Case No. 21-10670 (KBO)</b>
INC., <i>et al.</i> ,	:	
	:	<b>Jointly Administered</b>
<b>Debtors.</b> <sup>1</sup>	:	
	:	<b>Re: D.I. 685</b>
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**NOTICE OF FILING OF REVISED ORDER  
(I) APPROVING DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING,  
(II) ESTABLISHING SOLICITATION, VOTING, AND RELATED PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING,  
(IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on January 4, 2022, TECT Aerospace Group Holdings, Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Motion of Debtors for Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation, Voting, and Related Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Plan, and (V) Granting Related Relief* [D.I. 685] (the “**Disclosure Statement Motion**”)<sup>2</sup> with the United States Bankruptcy Court for the District of Delaware (the “**Court**”). Attached thereto as

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to those terms in the Disclosure Statement Motion.



**Exhibit A** was the proposed *Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation, Voting, and Related Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Plan, and (V) Granting Related Relief* (the “**Proposed Disclosure Statement Order**”).

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby file a revised version of the Proposed Disclosure Statement Order (the “**Revised Proposed Disclosure Statement Order**”), a copy of which is attached hereto as **Exhibit 1**.

**PLEASE TAKE FURTHER NOTICE** that, for the convenience of the Court and all parties in interest, a blackline comparison of the Revised Proposed Disclosure Statement Order marked against the Proposed Disclosure Statement Order is attached hereto as **Exhibit 2**.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors will seek entry of the Revised Proposed Disclosure Statement Order at the hearing scheduled to be held before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **January 25, 2022 at 2:00 p.m. (prevailing Eastern Time)** (the “**Hearing**”).

**PLEASE TAKE FURTHER NOTICE** that the Debtors reserve all rights to make modifications to the Revised Proposed Disclosure Statement Order prior to, or as a result of, the Hearing. To the extent that the Debtors make further revisions to the Revised Proposed Disclosure Statement Order prior to the Hearing, the Debtors will present a further blacklined copy of such revised document.

*[Remainder of page intentionally left blank]*

Dated: January 21, 2022  
Wilmington, Delaware

*/s/ J. Zachary Noble*

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**Exhibit 1**

**Revised Proposed Disclosure Statement Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

<p><b>In re</b></p> <p><b>TECT AEROSPACE GROUP HOLDINGS, INC., <i>et al.</i>,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p>	<p><b>x</b></p> <p><b>:</b></p> <p><b>:</b></p> <p><b>:</b></p> <p><b>:</b></p> <p><b>:</b></p> <p><b>:</b></p> <p><b>:</b></p> <p><b>x</b></p>	<p><b>Chapter 11</b></p> <p><b>Case No. 21–10670 (KBO)</b></p> <p><b>Jointly Administered</b></p> <p><b>Re: D.I. 667, 685, 726 &amp; ____</b></p>
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**ORDER (I) APPROVING DISCLOSURE STATEMENT AND FORM AND  
MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING,  
(II) ESTABLISHING SOLICITATION, VOTING, AND RELATED  
PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING,  
(IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR  
CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF**

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

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

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

**IT IS FOUND AND DETERMINED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein.
2. The Disclosure Statement is approved as containing adequate information pursuant to section 1125 of the Bankruptcy Code, and the Debtors are authorized to use the Disclosure Statement in connection with the solicitation of votes in favor of the Plan.
3. The form and manner of the notice of the hearing on the Disclosure Statement and related objection procedures constituted adequate and sufficient notice of the Hearing and the deadline for filing objections to the Disclosure Statement, substantially complied with the applicable Bankruptcy Rules and Local Rules, and comported with due process.
4. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the injunction, exculpation, and release provisions contained in Article IX of the Plan, in accordance with Bankruptcy Rule 3016(c).
5. The Confirmation Hearing shall be held on **March 8, 2022 at 1:30 p.m. (prevailing Eastern Time)**, as may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court. The

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

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

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

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

9. The Debtors are authorized to file and serve replies or an omnibus reply to any objections to confirmation of the Plan, memoranda of law in support of confirmation of the Plan, any affidavits or declarations in support of confirmation of the Plan (including the Voting Declaration), and the proposed Confirmation Order, by **March 4, 2022 at 12:00 p.m. (prevailing Eastern Time)** (or 12:00 p.m. two Business Days prior to the date of any adjourned Confirmation Hearing) (the “**Confirmation Reply Deadline**”). In addition, any party in interest may file and serve a statement in support of confirmation of the Plan and/or a reply to any objections to confirmation of the Plan by the Confirmation Reply Deadline.

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

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

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

13. The Voting Procedures are hereby approved.

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

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

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

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

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

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

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

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

21. If any mailing sent by the Debtors in connection with the Chapter 11 Cases prior to the entry of this Order has been returned as undeliverable, and/or if any Solicitation Packages or other mailings sent pursuant to this Order are returned as undeliverable, KCC will inform the Debtors of such returned mailing, and the Debtors shall review their books and records to determine if they possess additional or different addresses for such parties in interest. If, after such review, the Debtors are unable to locate a different or additional address for any party in interest for whom a mailing was returned as undeliverable, the Debtors are excused from mailing or causing to be mailed any further documents to such party, unless and until such time as the Debtors are provided a new mailing address in writing for such party in interest.

22. The Solicitation Packages are approved.

23. The Ballots are hereby approved.

24. The Tabulation Procedures are approved.

25. The terms of this Order shall be effective immediately upon its entry.

26. The Debtors are authorized to make non-substantive and ministerial changes to any documents in the Solicitation Package, in consultation with the Settling Parties, without further approval of the Court prior to its dissemination, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Plan and any of such materials prior to their distribution.

27. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

29. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

**EXHIBIT 1**

**Disclosure Statement Hearing Notice**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21-10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
	:	<b>Re: D.I. 666 &amp; 667</b>
	:	<b>Objection Deadline: Jan. 18, 2022 at 4:00 p.m. (ET)</b>
	:	<b>Hearing Date: Jan. 25, 2022 at 2:00 p.m. (ET)</b>
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**NOTICE OF HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT  
FOR JOINT CHAPTER 11 PLAN OF LIQUIDATION FOR  
TECT AEROSPACE GROUP HOLDINGS, INC. AND ITS AFFILIATED DEBTORS**

**TO ALL PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE THAT** on December 21, 2021, TECT Aerospace Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”) and the proposed *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 667] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT:**

1. A hearing (the “**Hearing**”) will be held before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **January 25, 2022 at 2:00 p.m. (prevailing Eastern Time)**, to consider entry of an order determining, among other things, that the Disclosure Statement contains “adequate information” within the meaning ascribed to such term in section 1125 of the

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

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

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

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

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

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

Dated: December 21, 2021  
Wilmington, Delaware

/s/ Zachary I. Shapiro

RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (No. 2732)

Paul N. Heath (No. 3704)

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**EXHIBIT 2**

**Form of Confirmation Hearing Notice**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

**TO ALL PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE THAT:**

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

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

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

Wilmington, Delaware 19801, on **March 8, 2022 at 1:30 p.m. (prevailing Eastern Time)**. The Confirmation Hearing may be held virtually or adjourned or continued from time to time by the Court or the Debtors without further notice other than as announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

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

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

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

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

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

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

***Counsel to the Debtors***

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

***Office of the U.S. Trustee***

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

***Counsel to the Creditors' Committee***

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

***Co-Counsel to the Creditors' Committee***

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

***Counsel to Boeing***

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

***Co-Counsel to Boeing***

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

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

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

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

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

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

### **Article IX.C. of the Plan: Injunction**

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

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

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

**PLEASE BE ADVISED THAT IF:**

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

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

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

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

Dated: [\_\_\_\_], 2022  
Wilmington, Delaware

*/s/ DRAFT*

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RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (No. 2732)

Paul N. Heath (No. 3704)

Amanda R. Steele (No. 5530)

Zachary I. Shapiro (No. 5103)

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920 N. King Street

Wilmington, DE 19801

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*Attorneys for the Debtors and Debtors in Possession*

**EXHIBIT 3-A**

**Form of Class 3 Ballot**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21–10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
	:	
-----	X	

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF  
LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.  
AND ITS AFFILIATED DEBTORS**

**CLASS 3 – Prepetition Credit Agreement Claims and DIP Claims**

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

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 3 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on [\_\_\_], 2022 [D.I. \_\_\_] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).<sup>2</sup>

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on [\_\_\_], 2022 [D.I. \_\_\_] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure Statement, and

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

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

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

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

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

**If Submitting Your Vote through the E-Ballot**

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

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

Unique E-Ballot ID#: \_\_\_\_\_

Custom PIN#: \_\_\_\_\_

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

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

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

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

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

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

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

Pursuant to the Plan and the DIP Order, Boeing will have Allowed Class 3 Claims in the aggregate amount of \$12,359,018.88 as of the date of the Plan.<sup>3</sup> Boeing will

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

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

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

**Item 2. Amount of Claim.**

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

Amount of Claim <sup>4</sup> : \$12,359,018.88
--

**Item 3. Vote on Plan**

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

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

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<sup>4</sup> For voting purposes only. Subject to tabulation rules.

**Item 4. The Plan includes certain injunction, release, and exculpation provisions.**

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

### **Article IX.C. of the Plan: Injunction**

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

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

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

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

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL HAVE CONSENTED OR BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF AND ITEM 4 HEREIN.

**Item 5. Certifications**

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

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

Name of Holder: \_\_\_\_\_  
(Please print or type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than Holder)<sup>5</sup>

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

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

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

**INSTRUCTIONS FOR COMPLETING BALLOTS**

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

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

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

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

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

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

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

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

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

\*\*\*\*\*

**EXHIBIT 3-B**

**Form of Class 4 Ballot**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21-10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
-----	X	

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF  
LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.  
AND ITS AFFILIATED DEBTORS  
CLASS 4 – General Unsecured Claims**

**PLEASE NOTE THAT ANY HOLDER OF A CLASS 4 CLAIM (GENERAL UNSECURED CLAIMS) WHO VOTES TO ACCEPT THE PLAN (AS DEFINED HEREIN) CONSENTS TO THE RELEASES SET FORTH IN ARTICLE IX.B.2. OF THE PLAN AND ITEM 4 HEREIN.**

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

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 4 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on [\_\_\_\_], 2022 [D.I. \_\_\_\_] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).<sup>2</sup>

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on [\_\_\_\_], 2022 [D.I. \_\_\_\_] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”)

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure Statement, and a letter from the Creditors' Committee in support of the Plan are included in the package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these Chapter 11 Cases ("KCC"), by: (a) accessing KCC's chapter 11 case website at <http://www.kccllc.net/tectaerospace>; (b) writing to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling KCC at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (d) emailing KCC at [TECTAerospaceInfo@kccllc.com](mailto:TECTAerospaceInfo@kccllc.com), referencing "TECT Aerospace Ballots" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

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

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

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

**If Submitting Your Vote through the E-Ballot**

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

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

Unique E-Ballot ID#: \_\_\_\_\_

Custom PIN#: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**Item 2. Amount of Claim.**

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

Amount of Claim <sup>3</sup> : \$ _____
---

**Item 3. Vote on Plan**

**Please note that by voting to accept the Plan you are also consenting to the releases set forth in Article IX.B.2. of the Plan and Item 4 of this Ballot. Please review the Plan and Item 4 carefully before deciding whether to vote to accept or reject the Plan.**

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

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

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

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<sup>3</sup> For voting purposes only. Subject to tabulation rules.

**Item 4. The Plan includes certain injunction, release, and exculpation provisions.**

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

### **Article IX.C. of the Plan: Injunction**

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

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

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

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

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL HAVE CONSENTED OR BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF AND ITEM 4 HEREIN.

**Item 5. Certifications**

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

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

Name of Holder: \_\_\_\_\_  
(Please print or type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than Holder)<sup>4</sup>

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

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

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

**INSTRUCTIONS FOR COMPLETING BALLOTS**

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

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

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

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

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

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

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

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

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

\*\*\*\*\*

**EXHIBIT 3-C**

**Form of Class 5 Ballot**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----	x	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21-10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
-----	x	

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF  
LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.  
AND ITS AFFILIATED DEBTORS**

**CLASS 5 – Non-Released Party General Unsecured Claims**

**PLEASE NOTE THAT ANY HOLDER OF A CLASS 5 CLAIM (NON-RELEASED PARTY GENERAL UNSECURED CLAIMS) WHO VOTES TO ACCEPT THE PLAN (AS DEFINED HEREIN) CONSENTS TO THE RELEASES SET FORTH IN ARTICLE IX.B.2. OF THE PLAN AND ITEM 4 HEREIN.**

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

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 5 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on [\_\_\_], 2022 [D.I. \_\_\_] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).<sup>2</sup>

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on [\_\_\_], 2022 [D.I. \_\_\_] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”)

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure Statement, and a letter from the Creditors' Committee in support of the Plan are included in the package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these Chapter 11 Cases ("KCC"), by: (a) accessing KCC's chapter 11 case website at <http://www.kccllc.net/tectaerospace>; (b) writing to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling KCC at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (d) emailing KCC at [TECTAerospaceInfo@kccllc.com](mailto:TECTAerospaceInfo@kccllc.com), referencing "TECT Aerospace Ballots" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

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

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

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

**If Submitting Your Vote through the E-Ballot**

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

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

**Unique E-Ballot ID#:** \_\_\_\_\_

**Custom PIN#:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**Item 2. Amount of Claim.**

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

Amount of Claim <sup>3</sup> : \$ _____
---

**Item 3. Vote on Plan**

**Please note that by voting to accept the Plan you are also consenting to the releases set forth in Article IX.B.2. of the Plan and Item 4 of this Ballot. Please review the Plan and Item 4 carefully before deciding whether to vote to accept or reject the Plan.**

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

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

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

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<sup>3</sup> For voting purposes only. Subject to tabulation rules.

**Item 4. The Plan includes certain injunction, release, and exculpation provisions.**

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

### **Article IX.C. of the Plan: Injunction**

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

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

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

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

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL HAVE CONSENTED OR BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF AND ITEM 4 HEREIN.

**Item 5. Certifications**

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

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

Name of Holder: \_\_\_\_\_  
(Please print or type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than Holder)<sup>4</sup>

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

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

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

**INSTRUCTIONS FOR COMPLETING BALLOTS**

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

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

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

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

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

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

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

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

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

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**EXHIBIT 4**

**Notice of Non-Voting Status**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

**PLEASE TAKE NOTICE THAT:**

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

2. Confirmation Hearing. A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, at the Court, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **March 8, 2022 at 1:30 p.m. (prevailing Eastern Time)**. The Confirmation Hearing may be held virtually or adjourned or continued from time to time by the Court or the Debtors without further notice other than as announced in open court or as indicated

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

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

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

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

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

***Counsel to the Debtors***

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

***Office of the U.S. Trustee***

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

***Counsel to the Creditors' Committee***

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

***Co-Counsel to the Creditors' Committee***

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

***Counsel to Boeing***

Perkins Coie LLP

Attn: Alan D. Smith

([adsmith@perkinscoie.com](mailto:adsmith@perkinscoie.com))

Amir Gamliel

([agamliel@perkinscoie.com](mailto:agamliel@perkinscoie.com))

***Co-Counsel to Boeing***

Young Conaway Stargatt & Taylor, LLP

Attn: Edmon L. Morton

([emorton@ycst.com](mailto:emorton@ycst.com))

Kenneth J. Enos

([kenos@ycst.com](mailto:kenos@ycst.com))

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

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

#### **Article IX.C. of the Plan: Injunction**

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

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

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

Dated: [\_\_\_\_], 2022  
Wilmington, Delaware

*/s/ DRAFT*

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*Attorneys for the Debtors and Debtors in Possession*

**Exhibit 2**

**Blackline**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

<p><b>In re</b></p> <p><b>TECT AEROSPACE GROUP HOLDINGS, INC., <i>et al.</i>,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p>	<p>X</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>X</p>	<p><b>Chapter 11</b></p> <p><b>Case No. 21–10670 (KBO)</b></p> <p><b>Jointly Administered</b></p> <p><b>Re: D.I. 667-<u>685,726</u> &amp; <u>    </u></b></p>
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**ORDER (I) APPROVING DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION, VOTING, AND RELATED PROCEDURES, (III) SCHEDULING CONFIRMATION HEARING, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF PLAN, AND (V) GRANTING RELATED RELIEF**

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

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

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

**IT IS FOUND AND DETERMINED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein.
2. The Disclosure Statement is approved as containing adequate information pursuant to section 1125 of the Bankruptcy Code, and the Debtors are authorized to use the Disclosure Statement in connection with the solicitation of votes in favor of the Plan.
3. The form and manner of the notice of the hearing on the Disclosure Statement and related objection procedures constituted adequate and sufficient notice of the Hearing and the deadline for filing objections to the Disclosure Statement, substantially complied with the applicable Bankruptcy Rules and Local Rules, and comported with due process.
4. The Disclosure Statement (including all applicable exhibits thereto) provides sufficient notice of the injunction, exculpation, and release provisions contained in Article IX of the Plan, in accordance with Bankruptcy Rule 3016(c).
5. The Confirmation Hearing shall be held on ~~\_\_\_\_\_~~ at ~~\_\_\_\_\_~~ **March 8, 2022 at 1:30 p.m. (prevailing Eastern Time)**, as may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the

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

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

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

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

9. The Debtors are authorized to file and serve replies or an omnibus reply to any objections to confirmation of the Plan, memoranda of law in support of confirmation of the Plan, any affidavits or declarations in support of confirmation of the Plan (including the Voting Declaration), and the proposed Confirmation Order, by **March 24, 2022 at 12:00 p.m. (prevailing Eastern Time)** (or 12:00 p.m. two Business Days prior to the date of any adjourned Confirmation Hearing) (the “**Confirmation Reply Deadline**”). In addition, any party in interest may file and serve a statement in support of confirmation of the Plan and/or a reply to any objections to confirmation of the Plan by the Confirmation Reply Deadline.

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

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

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

13. The Voting Procedures are hereby approved.

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

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

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

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

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

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

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

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

21. If any mailing sent by the Debtors in connection with the Chapter 11 Cases prior to the entry of this Order has been returned as undeliverable, and/or if any Solicitation Packages or other mailings sent pursuant to this Order are returned as undeliverable, KCC will inform the Debtors of such returned mailing, and the Debtors shall review their books and records to determine if they possess additional or different addresses for such parties in interest. If, after such review, the Debtors are unable to locate a different or additional address for any party in interest for whom a mailing was returned as undeliverable, the Debtors are excused from mailing or causing to be mailed any further documents to such party, unless and until such time as the Debtors are provided a new mailing address in writing for such party in interest.

~~21.~~22. The Solicitation Packages are approved.

~~22.~~23. The Ballots are hereby approved.

~~23.~~24. The Tabulation Procedures are approved.

~~24.~~25. The terms of this Order shall be effective immediately upon its entry.

~~25.~~26. The Debtors are authorized to make non-substantive and ministerial changes to any documents in the Solicitation Package, in consultation with the Settling Parties, without further approval of the Court prior to its dissemination, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Plan and any of such materials prior to their distribution.

~~26.~~27. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

~~27.~~28. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

~~28.~~29. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

**EXHIBIT 1**

**Disclosure Statement Hearing Notice**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP</b>	:	<b>Case No. 21-10670 (KBO)</b>
<b>HOLDINGS, INC., et al.,</b>	:	
	:	<b>Jointly Administered</b>
<b>Debtors.<sup>1</sup></b>	:	
	:	<b>Re: D.I. 666 &amp; 667</b>
	:	<b>Objection Deadline: Jan. 18, 2022 at 4:00 p.m. (ET)</b>
	:	<b>Hearing Date: Jan. 25, 2022 at 2:00 p.m. (ET)</b>
-----	X	

**NOTICE OF HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT  
FOR JOINT CHAPTER 11 PLAN OF LIQUIDATION FOR  
TECT AEROSPACE GROUP HOLDINGS, INC. AND ITS AFFILIATED DEBTORS**

**TO ALL PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE THAT** on December 21, 2021, TECT Aerospace Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 666] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”) and the proposed *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 667] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT:**

1. A hearing (the “**Hearing**”) will be held before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **January 25, 2022 at 2:00 p.m. (prevailing Eastern Time)**, to consider entry of an order determining, among other things, that the Disclosure Statement contains “adequate information” within the meaning ascribed to such term in section 1125 of the

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

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

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

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

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

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

Dated: December 21, 2021  
Wilmington, Delaware

/s/ Zachary I. Shapiro

RICHARDS, LAYTON & FINGER, P.A.

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*Attorneys for the Debtors and Debtors in Possession*

**EXHIBIT 2**

**Form of Confirmation Hearing Notice**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21-10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
	:	<b>Re: D.I. <del>666,667</del> [____], [____] &amp;</b>
-----	x	_____

**NOTICE OF (I) APPROVAL OF DISCLOSURE  
STATEMENT, (II) ESTABLISHMENT OF RECORD  
DATE, (III) HEARING ON CONFIRMATION OF THE PLAN,  
(IV) PROCEDURES FOR OBJECTING TO THE CONFIRMATION OF THE  
PLAN, AND (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

**TO ALL PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE THAT:**

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

2. Confirmation Hearing. A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens, United

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

States Bankruptcy Judge, at the Court, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on ~~March 8, 2022~~ March 8, 2022 at ~~1:30 p.m.~~ 1:30 p.m. (prevailing Eastern Time). The Confirmation Hearing may be held virtually or adjourned or continued from time to time by the Court or the Debtors without further notice other than as announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

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

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

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

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

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

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

***Counsel to the Debtors***

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

***Office of the U.S. Trustee***

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

***Counsel to the Creditors’ Committee***

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

***Co-Counsel to the Creditors’ Committee***

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

***Counsel to Boeing***

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

***Co-Counsel to Boeing***

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

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

10. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors’ voting and tabulation agent, KCC, in writing at: TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or by email at: TECTAerospaceInfo@kccllc.com. Interested parties may also review the Disclosure Statement and the Plan at <http://www.kccllc.net/tectaerospace>. In addition, the Disclosure Statement, the Plan, the Disclosure Statement Order are on file with the Court and may be reviewed for a fee by accessing the Court’s website: [www.deb.uscourts.gov](http://www.deb.uscourts.gov). Note that a

PACER password and login are needed to access documents on the Court's website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov). Copies of the Disclosure Statement and the Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Court.

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

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

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur any liability with respect to, and each Exculpated Party is released and exculpated from, any cause of action for any claim related to any act or omission occurring on or after the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, ~~post-petition conduct within~~ the Chapter 11 Cases, the Disclosure Statement, the Plan, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Asset Sales, ~~post-petition~~

~~conduct within~~ the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

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

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

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

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

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

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

Notwithstanding anything to the contrary in the foregoing paragraph, the releases set forth in such paragraph (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any

Dissolution Transaction, or any document, instrument, or agreement executed to implement the Plan; and (ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

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

#### **Article IX.C. of the Plan: Injunction**

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

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

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

**PLEASE BE ADVISED THAT IF:**

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

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

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

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

Dated: [ ], 2022  
Wilmington, Delaware

*/s/ DRAFT*

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RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (No. 2732)

Paul N. Heath (No. 3704)

Amanda R. Steele (No. 5530)

Zachary I. Shapiro (No. 5103)

One Rodney Square

920 N. King Street

Wilmington, DE 19801

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E-mail: [defranceschi@rlf.com](mailto:defranceschi@rlf.com)

[heath@rlf.com](mailto:heath@rlf.com)

[steele@rlf.com](mailto:steele@rlf.com)

[shapiro@rlf.com](mailto:shapiro@rlf.com)

*Attorneys for the Debtors and Debtors in Possession*

**EXHIBIT 3-A**

**Form of Class 3 Ballot**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21–10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
	:	
-----	X	

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF  
LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.  
AND ITS AFFILIATED DEBTORS**

**CLASS 3 – Prepetition Credit Agreement Claims and DIP Claims**

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

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 3 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on ~~December 21, 2021~~ [\_\_\_\_], 2022 [D.I. 666 \_\_\_\_] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).<sup>2</sup>

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on ~~December 21, 2021~~ [\_\_\_\_], 2022 [D.I. 667 \_\_\_\_] (as may be amended, modified, or supplemented, the “**Disclosure Statement**”) and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

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

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

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

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

**If Submitting Your Vote through the E-Ballot**

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

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

**Unique E-Ballot ID#:** \_\_\_\_\_

**Custom PIN#:** \_\_\_\_\_

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

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

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

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

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

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

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

Pursuant to the Plan and the DIP Order, Boeing will have Allowed Class 3 Claims in the aggregate amount of \$~~12,359,018.88~~ as of the date of the Plan.<sup>3</sup> Boeing

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

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

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

**Item 2. Amount of Claim.**

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

Amount of Claim<sup>4</sup>: \$~~[●]~~12,359,018.88

**Item 3. Vote on Plan**

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

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

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<sup>4</sup> For voting purposes only. Subject to tabulation rules.

**Item 4. The Plan includes certain injunction, release, and exculpation provisions.**

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

**Article IX.C. of the Plan: Injunction**

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

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

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

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

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL [HAVE CONSENTED OR](#) BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF [AND ITEM 4 HEREIN](#).

**Item 5. Certifications**

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

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

Name of Holder: \_\_\_\_\_  
(Please print or type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than Holder)<sup>5</sup>

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

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

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

**INSTRUCTIONS FOR COMPLETING BALLOTS**

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

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

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

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

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

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

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

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

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

\*\*\*\*\*

**EXHIBIT 3-B**

**Form of Class 4 Ballot**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21-10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
-----	X	

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF  
LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.  
AND ITS AFFILIATED DEBTORS  
CLASS 4 – General Unsecured Claims**

**PLEASE NOTE THAT ANY HOLDER OF A CLASS 4 CLAIM (GENERAL UNSECURED CLAIMS) WHO VOTES TO ACCEPT THE PLAN (AS DEFINED HEREIN) CONSENTS TO THE RELEASES SET FORTH IN ARTICLE IX.B.2. OF THE PLAN AND ITEM 4 HEREIN.**

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

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 4 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on ~~December 21, 2021~~, ~~2021~~ 2022 [D.I. ~~666~~ 667] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).<sup>2</sup>

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on ~~December 21, 2021~~ 2022 [D.I. ~~667~~ 667] (as may be amended, modified, or supplemented,

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan or the order approving the Disclosure Statement (as defined herein) [D.I. 667] (the “**Disclosure Statement Order**”), as applicable, or as the context otherwise requires.

the “**Disclosure Statement**”) and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure Statement, and a letter from the Creditors’ Committee in support of the Plan are included in the package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these Chapter 11 Cases (“**KCC**”), by: (a) accessing KCC’s chapter 11 case website at <http://www.kccllc.net/tectaerospace>; (b) writing to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling KCC at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (d) emailing KCC at [TECTAerospaceInfo@kccllc.com](mailto:TECTAerospaceInfo@kccllc.com), referencing “TECT Aerospace Ballots” in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

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

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

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

**If Submitting Your Vote through the E-Ballot**

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

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

**Unique E-Ballot ID#:** \_\_\_\_\_

**Custom PIN#:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**Item 2. Amount of Claim.**

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

Amount of Claim <sup>3</sup> : \$ _____
---

**Item 3. Vote on Plan**

[Please note that by voting to accept the Plan you are also consenting to the releases set forth in Article IX.B.2. of the Plan and Item 4 of this Ballot. Please review the Plan and Item 4 carefully before deciding whether to vote to accept or reject the Plan.](#)

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

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

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

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<sup>3</sup> For voting purposes only. Subject to tabulation rules.

**Item 4. The Plan includes certain injunction, release, and exculpation provisions.**

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

### Article IX.C. of the Plan: Injunction

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

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

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

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

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL [HAVE CONSENTED OR](#) BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF [AND ITEM 4 HEREIN](#).

**Item 5. Certifications**

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

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

Name of Holder: \_\_\_\_\_  
(Please print or type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than Holder)<sup>4</sup>

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

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

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

**INSTRUCTIONS FOR COMPLETING BALLOTS**

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

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

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

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

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

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

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

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

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

\*\*\*\*\*

**EXHIBIT 3-C**

**Form of Class 5 Ballot**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21–10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
	:	
	:	
-----	X	

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF  
LIQUIDATION FOR TECT AEROSPACE GROUP HOLDINGS, INC.  
AND ITS AFFILIATED DEBTORS**

**CLASS 5 – Non-Released Party General Unsecured Claims**

**PLEASE NOTE THAT ANY HOLDER OF A CLASS 5 CLAIM (NON-RELEASED  
PARTY GENERAL UNSECURED CLAIMS) WHO VOTES TO ACCEPT THE PLAN  
(AS DEFINED HEREIN) CONSENTS TO THE RELEASES SET FORTH IN  
ARTICLE IX.B.2. OF THE PLAN AND ITEM 4 HEREIN.**

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

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a Holder of a Class 5 Claim and accordingly, you have a right to vote to accept or reject the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on ~~December 21, 2021~~ [\_\_\_\_], 2022 [D.I. 666 \_\_\_\_] (as may be amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).<sup>2</sup>

Your rights are described in the Debtors’ *Disclosure Statement for Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, filed on ~~December 21, 2021~~ [\_\_\_\_], 2022 [D.I. 667 \_\_\_\_] (as may be amended, modified, or supplemented,

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

the “**Disclosure Statement**”) and the Disclosure Statement Order. The Disclosure Statement provides information to assist Holders of Claims in deciding whether or not to accept or reject the Plan. The Confirmation Hearing Notice, a pre-addressed stamped return envelope, a USB flash drive containing the Disclosure Statement Order (excluding the exhibits thereto), Plan, and Disclosure Statement, and a letter from the Creditors’ Committee in support of the Plan are included in the package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these Chapter 11 Cases (“**KCC**”), by: (a) accessing KCC’s chapter 11 case website at <http://www.kccllc.net/tectaerospace>; (b) writing to TECT Aerospace Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling KCC at (877) 725-7523 (U.S./Canada) or 424) 236-7237 (International); or (d) emailing KCC at [TECTAerospaceInfo@kccllc.com](mailto:TECTAerospaceInfo@kccllc.com), referencing “TECT Aerospace Ballots” in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

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

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

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

**If Submitting Your Vote through the E-Ballot**

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

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

**Unique E-Ballot ID#:** \_\_\_\_\_

**Custom PIN#:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**Item 2. Amount of Claim.**

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

Amount of Claim <sup>3</sup> : \$ _____
---

**Item 3. Vote on Plan**

[Please note that by voting to accept the Plan you are also consenting to the releases set forth in Article IX.B.2. of the Plan and Item 4 of this Ballot. Please review the Plan and Item 4 carefully before deciding whether to vote to accept or reject the Plan.](#)

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

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

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

<sup>3</sup> For voting purposes only. Subject to tabulation rules.

**Item 4. The Plan includes certain injunction, release, and exculpation provisions.**

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

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

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

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

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

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

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

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

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

**Article IX.C. of the Plan: Injunction**

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

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

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

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

IF [YOU ARE A "RELEASED PARTY" OR](#) YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN AND YOU WILL [HAVE CONSENTED OR](#) BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX.B.2. THEREOF [AND ITEM 4 HEREIN](#).

**Item 5. Certifications**

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

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

Name of Holder: \_\_\_\_\_  
(Please print or type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than Holder)<sup>4</sup>

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

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

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

**INSTRUCTIONS FOR COMPLETING BALLOTS**

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

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

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

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

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

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

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

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

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

\*\*\*\*\*

**EXHIBIT 4**

**Notice of Non-Voting Status**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TECT AEROSPACE GROUP HOLDINGS, INC., et al.,</b>	:	<b>Case No. 21-10670 (KBO)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Jointly Administered</b>
	:	
	:	<b>Re: D.I. <del>666, 667</del> [____], [____] &amp; ____</b>
-----	X	

**NOTICE OF NON-VOTING STATUS FOR UNIMPAIRED CLASSES  
UNDER DEBTORS’ PLAN OF LIQUIDATION**

**PLEASE TAKE NOTICE THAT:**

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

2. Confirmation Hearing. A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, at the Court, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on ~~\_\_\_\_\_~~ **March 8, 2022 at ~~\_\_\_\_\_~~ 1:30 p.m. (prevailing Eastern Time)**. The Confirmation Hearing may be held virtually or adjourned or continued from time to time by the Court or the Debtors without further notice other than as announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors’ mailing address is TECT Aerospace Group Holdings, Inc., c/o Riveron RTS, LLC, Attn: Shaun Martin, 265 Franklin Street, Suite 1004, Boston, MA 02110.

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

Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

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

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

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

***Counsel to the Debtors***

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

***Office of the U.S. Trustee***

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

***Counsel to the Creditors' Committee***

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

***Co-Counsel to the Creditors' Committee***

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

***Counsel to Boeing***

Perkins Coie LLP

Attn: Alan D. Smith

(adsmith@perkinscoie.com)

Amir Gamliel

(agamliel@perkinscoie.com)

***Co-Counsel to Boeing***

Young Conaway Stargatt & Taylor, LLP

Attn: Edmon L. Morton

(emorton@ycst.com)

Kenneth J. Enos

(kenos@ycst.com)

**Select Defined Terms in the Plan**

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

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

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

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

**Select Provisions of the Plan**

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

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

agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence; *provided, however*, that in all respects the Exculpated Parties shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

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

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

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

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

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

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

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

(ii) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan.

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

#### **Article IX.C. of the Plan: Injunction**

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

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

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

Dated: [\_\_\_\_], 2022  
Wilmington, Delaware

*/s/ DRAFT*

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