

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re	:	Chapter 11
	:	
TECT AEROSPACE GROUP	:	Case No. 21-10670 (KBO)
HOLDINGS, INC., <i>et al.</i> ,	:	
	:	Jointly Administered
Debtors. ¹	:	Re: D.I. 737 & 790
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NOTICE OF FILING OF PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER CONFIRMING
CHAPTER 11 PLAN OF LIQUIDATION

PLEASE TAKE NOTICE THAT, on March 4, 2022, 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. 790] (the “**Plan**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file a proposed form of order confirming the Plan, a copy of which is attached hereto as Exhibit 1 (the “**Proposed Confirmation Order**”).

PLEASE TAKE FURTHER NOTICE THAT a virtual hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) will be held before The Honorable Karen B. Owens, United States Bankruptcy Judge, at the Court, 824 North Market Street, 6th

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

Floor, Courtroom 3, Wilmington, Delaware 19801, on **March 8, 2022 at 1:30 p.m. (prevailing Eastern Time)**).

PLEASE TAKE FURTHER NOTICE THAT the Debtors intend to present the Proposed Confirmation Order, substantially in the form attached hereto, to the Court at the Confirmation Hearing. To the extent that the Debtors make revisions to the Proposed Confirmation Order prior to the Confirmation Hearing, the Debtors intend to submit a revised form of order to the Court prior to or at the Confirmation Hearing.

Dated: March 4, 2022
Wilmington, Delaware

/s/ David T. Queroli

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Exhibit 1

Proposed Confirmation Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

<p>In re</p> <p>TECT AEROSPACE GROUP HOLDINGS, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>X</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>X</p>	<p>Chapter 11</p> <p>Case No. 21-10670 (KBO)</p> <p>Jointly Administered</p> <p>Re: D.I. 737 & 790</p>
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**FINDINGS OF FACT, CONCLUSIONS OF LAW AND
ORDER CONFIRMING CHAPTER 11 PLAN OF LIQUIDATION**

TECT Aerospace Group Holdings, Inc. and the other debtors (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) having filed:

- a) the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, dated January 25, 2022 [D.I. 737], as modified by the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors*, dated March 4, 2022 [D.I. 790] (collectively with the exhibits thereto, the “**Plan**”), a true and correct copy of which (without exhibits) is attached hereto as **Exhibit A**;
- b) the *Notice of Filing of Plan Supplement* [D.I. 777], as modified by the *Notice of Filing of Amended Plan Supplement* [D.I. 792] (the “**Plan Supplement**”);
- c) the *Certificate of Service* [D.I. 771], the *Affidavit of Publication of the 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 in The Seattle Times* [D.I. 758], the *Affidavit of Publication of the 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 in The Wichita Eagle* [D.I. 759], and the *Affidavit of Publication of the Notice of (I) Approval of Disclosure Statement, (II) Establishment of Record Date, (III) Hearing on Confirmation of the Plan,*

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

(IV) *Procedures for Objecting to the Confirmation of the Plan*, and (V) *Procedures and Deadline for Voting on the Plan in The Wall Street Journal* [D.I. 760] (together, the “**Confirmation Notice Certificate and Affidavits**”);

- d) the *Declaration of Sydney Reitzel with Respect to the Tabulation of Votes on the Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 793] (the “**Voting Declaration**”); and
- e) the *Declaration of Shaun Martin in Support of Confirmation of the Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [D.I. 794] (the “**Martin Declaration**” and, together with the Voting Declaration, the “**Declarations**”);²

the Bankruptcy Court having conducted an evidentiary hearing to consider confirmation of the Plan on March 8, 2022 (the “**Confirmation Hearing**”); the Bankruptcy Court having considered (i) the testimony of the witnesses called at the Confirmation Hearing, if any, as well as the Declarations admitted into evidence at the Confirmation Hearing, (ii) the arguments of counsel presented at the Confirmation Hearing, (iii) that no objections were filed with respect to Confirmation of the Plan, (iv) the resolution, settlement, or withdrawal of certain objections (each such objection, an “**Objection**”), including as described on the record at the Confirmation Hearing; and (v) the pleadings and other papers filed by the Debtors in support of the Plan; upon the record of the Confirmation Hearing, and after due deliberation thereon; and good and sufficient cause appearing therefor, the Bankruptcy Court hereby finds and determines as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014.

² All capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan.

B. Jurisdiction, Venue, Core Proceeding. The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. Venue is proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L). This Bankruptcy Court has jurisdiction to (i) determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and (ii) enter a final order with respect to confirmation thereof.

C. Solicitation. The solicitation of votes on the Plan complied with the *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. 735] (the “**Disclosure Statement Order**”), was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules and any other applicable rules, laws and regulations.

D. Notice. As evidenced by the Voting Declaration and the Confirmation Notice Certificate and Affidavits, all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, timely and adequate notice in accordance with the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

E. Voting. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code and the Bankruptcy Rules, the solicitation process set forth in the Disclosure Statement Order and applicable non-bankruptcy law.

F. Modifications to the Plan. The modifications made to the Plan since solicitation (i) comply in all respects with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, (ii) do not adversely affect the treatment of any holder of Allowed Claims without their consent and (iii) do not require re-solicitation of votes with respect to the Plan.

G. Satisfaction of Section 1129 of the Bankruptcy Code. Each of the Debtors has met the burden of proving that the Plan satisfies the requirements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence.

H. Proposed in Good Faith. The Debtors have not engaged in any collusive or unfair conduct in connection with the Plan. The Plan was negotiated at arms-length and without collusion with any person or Entity. The Plan has been proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code.

I. Best Interest of Creditors. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached to the Disclosure Statement and the other evidence proffered or adduced at the Confirmation Hearing (1) is persuasive and credible, (2) has not been controverted by other evidence and (3) establishes that each Holder of an impaired Claim or Interest that has not accepted the Plan will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

J. Acceptance by Certain Classes. Classes 3 and 4 are Impaired under the Plan and voted to accept the Plan. Class 5 is Impaired under the Plan and voted to reject the Plan. Classes 1, 2 and 6 were deemed to accept the Plan. Class 7 is Impaired under the Plan and is not entitled to receive or retain any property under the Plan, and, therefore, is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. As found and determined below, pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed notwithstanding the fact that Classes 5 and 7 are impaired and rejected or are deemed to have rejected the Plan.

K. Fair and Equitable; No Unfair Discrimination. Holders in Class 5 rejected, and Holders in Class 7 are deemed to have rejected, the Plan. Based upon the evidence proffered, adduced and presented by the Debtors at the Confirmation Hearing, the Plan does not discriminate unfairly against, and is fair and equitable with respect to, Classes 5 and 7, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding the rejection and deemed rejection of the Plan, respectively, by Classes 5 and 7.

L. Releases, Exculpation and Injunction. Approval of the release, exculpation and injunction provisions set forth in the Plan is warranted. The releases provided by the Debtors set forth at Article IX.B.1 of the Plan represent a valid exercise of the Debtors' business judgment. The releases provided by third parties set forth at Article IX.B.2 of the Plan are consensual. The exculpation provisions meet the standard to which fiduciaries are held as reflected in *In re PWS Holding Corp.*, 228 F.3d 224 (3d Cir. 2000), and the injunction provisions serve to effectuate both the release and exculpation provisions. Further, the Disclosure Statement and each Ballot contain sufficient disclosure of the releases provided by third parties set forth at Article IX.B.2 of the Plan, and the Releasing Parties have consented to the third-party releases.

M. Plan Supplement. The documents contained in the Plan Supplement are integral to the Plan and are approved by the Bankruptcy Court.

N. Liquidating Trusts. Entry into the Trust Agreements is in the best interests of the Debtors, their Estates and the Holders of Claims. The establishment of the Trusts, the selection of Trustees and the form of the proposed Trust Agreements (as they may be modified or amended) are appropriate and in the best interests of the Debtors, their Estates and Holders of Claims. The Trust Agreements will, upon execution, be valid, binding and enforceable in accordance with their terms. The Trustees are not, and will not be deemed to be, successors-in-interest of the Debtors for any purpose other than as set forth in the Plan or in the Trust Agreements.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Confirmation of the Plan. The Plan, attached hereto as Exhibit A, is approved and confirmed under section 1129 of the Bankruptcy Code in each and every respect.

2. Objections Resolved or Overruled. All Objections, responses, statements and comments in opposition to the Plan (and any reservation of rights contained therein), other than those withdrawn with prejudice, waived or settled prior to, or on the record at, the Confirmation Hearing, are overruled in their entirety and on their merits.

3. Occurrence of Effective Date. The Effective Date of the Plan shall occur on the date determined by the Debtors when the conditions set forth in Article VIII.A of the Plan have been satisfied or, if applicable, waived pursuant to Article VIII.B of the Plan.

4. No Waiver of Plan Provisions. The failure to specifically include any particular provision of the Plan in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Bankruptcy Court that the Plan is confirmed in its entirety.

5. General Authorizations. Pursuant to the appropriate provisions of the corporate or business organizations law of the applicable states or provinces of organization of the Debtors, and section 1142(b) of the Bankruptcy Code, no additional action of the respective directors, members, managers or stockholders of the Debtors will be required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate or effectuate, as the case may be, the Plan and any contract, instrument or other document to be executed, delivered, adopted or amended in connection with the implementation of the Plan.

6. Binding Effect. In accordance with section 1141(a) of the Bankruptcy Code and notwithstanding any otherwise applicable law, upon the occurrence of the Effective Date, the provisions of the Plan shall bind (a) the Debtors, (b) all Holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the Holders of such Claims or Interests have accepted, rejected or are deemed to have accepted or rejected the Plan), (c) any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors and (d) any other party in interest in these Chapter 11 Cases.

7. Vesting of Assets. On the Effective Date, pursuant to the provisions of section 1141(b) and (c) of the Bankruptcy Code, (i) all Liquidation Trust Assets, including the Retained Causes of Action, will be transferred, assigned, or otherwise issued to and vest in the Liquidation Trust free and clear of all liens, charges, Claims, encumbrances and interests, and (ii) the Initial GUC Cash Distribution and the GUC Claims Determination Fund will be transferred to and vest in the GUC Distribution Trust free and clear of all liens, charges, Claims, encumbrances and interests, *except* as otherwise provided in the Plan or this Confirmation Order and subject to the terms and conditions of the Plan and this Confirmation Order.

8. Implementation of the Plan. The Debtors are authorized to execute, deliver, file or record such documents, contracts, instruments, releases and other agreements, and take such other actions as may be necessary to effectuate, implement and further evidence the terms and conditions of the Plan, including all such actions delineated in Article IV of the Plan, and this Confirmation Order. On the Effective Date, the Trustees shall be authorized to execute, deliver, file or record such contracts, instruments, releases, consents, certificates, notices, resolutions, programs, and other agreements, instruments and/or documents, and take such acts and actions as may be reasonably necessary or appropriate to effectuate, implement, substantially consummate and/or further evidence the terms and conditions of the Plan and this Confirmation Order and any transactions described in or contemplated thereby.

9. Dissolution or Termination of the Debtors; Resignation of Employees, Officers and Directors. On the Effective Date, the Debtors' members, directors, managers and officers and any remaining employees shall be deemed to have resigned and the Liquidation Trustee shall be appointed as the sole officer, director, and/or manager, as applicable, of each Debtor, without the need for any corporate action to effect such resignation or appointment. After the Effective Date, the Liquidation Trustee is authorized to dissolve or terminate the existence of any of the Debtors for all purposes under any applicable state or federal law, without the need to take any further action or file any plan of dissolution, notice or application with the Secretary of State of the State of Delaware or any other state or government authority, and without the need to pay any franchise or similar taxes in order to effectuate such dissolution. Additionally, on the Effective Date, the Non-Debtor Subsidiaries' members, directors, managers, and officers, as applicable shall be deemed to have resigned and the Liquidation Trustee shall be appointed as the sole officer, director, and/or manager, as applicable of each Non-Debtor Subsidiary, without the need for any

corporate action to effect such resignation or appointment. The Debtors and/or Liquidation Trust are authorized to take all actions necessary or appropriate to effect such resignation or appointment. After the Effective Date, the Liquidation Trustee shall take all action necessary to dissolve or terminate the existence of the Non-Debtor Subsidiaries under applicable law.

10. Trusts. The Trusts will be established and funded pursuant to and in accordance with the terms of the Plan and their applicable Trust Agreement. The Trustees shall (a) have such rights, powers and obligations as provided for in the Plan and the Trust Agreements, (b) be compensated in accordance with the Plan, the Plan Supplement and the Trust Agreements and (c) be indemnified and have their respective responsibilities and liabilities limited as set forth in the Plan and the Trust Agreements. The Trust Agreements are hereby approved, and the Trustees shall have the authority and responsibilities with respect to the Trusts as set forth in Article IV of the Plan and the Trust Agreements.

11. Dissolution Transactions. Except as otherwise provided in Article IV of the Plan, the Dissolution Transactions and the following corporate actions and transactions will occur and be effective as of the date specified in the documents effectuating the applicable Dissolution Transactions (or other transactions), or the Effective Date, if no such other date is specified in such other documents, and will be authorized and approved in all respects and for all purposes without any requirement of further action by the Debtors, the Trustees or any other person or Entity: (a) the establishment of the Trusts; (b) the appointment of the Liquidation Trustee to act as trustee of the Liquidation Trust, and the appointment of the GUC Distribution Trustee to act as trustee of the GUC Distribution Trust; (c) the transfer of the Liquidation Trust Assets into the Liquidation Trust, and the transfer of the Initial GUC Cash Distribution and the GUC Claims Determination Fund to the GUC Distribution Trust, as set forth in the Plan; (d) the funding of the Professional Fee Reserve

Account pursuant to the Plan; (e) the adoption, execution, delivery and implementation of all contracts, instruments, releases and other agreements or documents related to any of the foregoing; (f) the adoption, execution and implementation of the Trust Agreements and (g) the other matters provided for under the Plan involving the corporate structure of any Debtor or corporate action to be taken by or required of any Debtor or the Liquidation Trustee.

12. Consolidation of the Debtors. In accordance with, and to the extent described by, Article IV.C of the Plan, the consolidation of the Debtors' Estates for administrative purposes (including for purposes of implementing the Plan, voting and assessing whether the standards for Confirmation have been met, and calculating and making Distributions under the Plan) is approved.

13. Executory Contracts. The Executory Contract and Unexpired Lease provisions of Article V of the Plan, and the assumptions, assumptions and assignments or rejections described in Article V of the Plan, are approved in all respects. Each Cure Claim has a cure amount of \$0.00. The Debtors are authorized to assume, assign and/or reject Executory Contracts or Unexpired Leases in accordance with Article V of the Plan.

14. Rejection Damages Claims. Any Proofs of Claim based on the rejection, solely pursuant to the provisions of the Plan and not pursuant to any separate notice or motion, of any Executory Contracts or Unexpired Leases must be Filed by no later than thirty days after service of the Effective Date Notice (as defined below). Any such rejection Claim will be forever barred and will not be enforceable against the Debtors or the Trusts unless a Proof of Claim is timely Filed, unless otherwise expressly allowed by the Bankruptcy Court.

15. Administrative Claims Bar Date. Except with respect to Professional Fee Claims or otherwise as set forth in the Plan, this Confirmation Order or the Bar Date Order, requests for

payment of Administrative Claims arising between the Petition Date and the Effective Date must be Filed pursuant to the procedures specified herein and the Effective Date Notice, no later than 30 days after the Effective Date. Notwithstanding anything to the contrary in any request for allowance and/or payment of an Administrative Claim or other document, any objections to Administrative Claims may be Filed by no later than the Claims Objection Bar Date, or such other period of limitation as may be specifically fixed by a Final Order for objecting to such Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims and that do not File and serve such a request by the applicable Bar Date or as otherwise set forth in the Plan or this Confirmation Order will be forever barred from asserting such Administrative Claims against the Debtors, the Estates, the Trusts or their respective property, and such Administrative Claims will be deemed discharged as of the Effective Date, unless otherwise ordered by the Bankruptcy Court.

16. Professional Compensation. In accordance with, and except as provided by, Article III.A.1.d of the Plan, all Professionals shall file with the Bankruptcy Court and serve their respective final applications for allowance of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date by the date that is 45 days after the Effective Date. Once approved by the Bankruptcy Court, all such final requests shall be promptly paid by the Liquidation Trustee from the Professional Fee Reserve Account up to the Allowed amount. Upon the Effective Date, any requirement that Professionals and OCPs (as defined in the *Order Authorizing Employment and Payment of Professionals Utilized in Ordinary Course of Business* [D.I. 133] (the “**OCP Order**”)) comply with sections 327 through 331 and 1103 of the Bankruptcy Code, the *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals and (II) Granting Related Relief* [D.I. 135] or the OCP Order in seeking

retention or compensation for services rendered after such date shall terminate, and the Trustees, subject to the Plan and the applicable Trust Agreement, may employ and pay any Professional or OCP in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

17. Professional Fee Reserve Account. As soon as practicable after the entry of this Confirmation Order, but no later than the Effective Date, the Debtors will fully fund the Professional Fee Reserve Account according to the budget provided in accordance with the DIP Order and the Professionals' estimates provided pursuant to Article III.A.1.d.ii of the Plan. The Debtors or the Liquidation Trustee, as applicable, will hold amounts contained in the Professional Fee Reserve Account solely for the payment of Professional Fee Claims. When the Debtors or Liquidation Trustee have satisfied all Allowed Professional Fee Claims in full, the Debtors or Liquidation Trustee, as applicable, will distribute any remaining amount in the Professional Fee Reserve Account to the Liquidation Trust. For the avoidance of doubt, prior to the satisfaction of all Allowed Professional Fee Claims, the Professional Fee Reserve Account shall not constitute property of the Debtors' Estates or property of the Liquidation Trust, and the amounts therein shall be held for the benefit of the Professionals.

18. Binding Release, Exculpation and Injunction Provisions. All release, exculpation and injunction provisions embodied in the Plan, including but not limited to those contained in Article IX of the Plan, are approved and will be effective and binding on all persons and entities to the extent set forth therein.

19. Payment of Statutory Fees. All U.S.T. Fees that are due and payable pursuant to 28 U.S.C. § 1930 prior to the Effective Date shall be paid by the Debtors on or prior to the Effective Date. After the Effective Date, the Liquidation Trust shall pay all U.S.T. Fees pursuant to

28 U.S.C. § 1930 for each Debtor until that particular Debtor's case is closed. In the event that the Liquidation Trust does not have sufficient funds to pay the U.S.T. Fees in a particular quarter, Boeing shall be obligated to pay the U.S.T. Fees for each Debtor; provided that Boeing's Class 3 Claim will be increased by the amount of any such payments. For the avoidance of doubt, U.S.T. Fees shall not be subject to any Bar Date.

20. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including, among other things, jurisdiction over the matters set forth in Article X of the Plan.

21. Exemption from Transfer Taxes and Recording Fees. Pursuant to section 1146(a) of the Bankruptcy Code, the transfer of any property under the Plan (including transfers to and from the Liquidation Trust and the GUC Distribution Trust), the making or delivery of any instrument of transfer pursuant to, in implementation of or as contemplated by, the Plan or the vesting, transfer or sale of any real or personal property of the Debtors pursuant to, in implementation of or as contemplated by, the Plan will not be taxed under any state or local law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded is, pursuant to this Confirmation Order, authorized to accept such instrument, without requiring the payment of any stamp tax, transfer tax or similar tax or fee.

22. Liabilities to, and Rights of, Governmental Units. Nothing in the Plan or Confirmation Order shall enjoin, release, impair or otherwise preclude: (1) any liability to a Governmental Unit that is not a Claim; (2) any Claim of a Governmental Unit arising on or after the Effective Date; (3) any valid right of setoff or recoupment by a Governmental Unit; or (4) any

criminal liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. The injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, after the Effective Date, pursuing any police or regulatory action. Nothing in the Plan or Confirmation Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret the Confirmation Order or the Plan or to adjudicate any defense asserted by a Governmental Unit relating thereto.

23. Non-Released Parties. Nothing in the Confirmation Order, the Plan, the Disclosure Statement, the Plan Supplement or any document or agreement implementing the Plan shall limit, impair or act as a waiver or release of any defenses that may be asserted by a Non-Released Party in connection with any Retained Cause of Action. For the avoidance of doubt, nothing in the Confirmation Order, the Plan, the Disclosure Statement, the Plan Supplement or any document or agreement implementing the Plan shall release or waive the direct claims of any Non-Released Party against any Released Party (other than the Debtors) to the extent such Non-Released Party did not vote in favor of the Plan.

24. Modifications. The modifications to the Plan following solicitation of votes thereon satisfy the requirements of section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and do not adversely affect the treatment of any Claims or the Holders of such Claims have consented to the modifications to the Plan. Accordingly, the modifications to the Plan create no requirement that (a) the Debtors provide additional disclosure under section 1125 of the Bankruptcy Code; (b) the Debtors re-solicit votes on the Plan under section 1126 of the Bankruptcy

Code or (c) Holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

25. Defects or Omissions. After the Confirmation Date, the Debtors or the Liquidation Trustee, as applicable, may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or this Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and non-material changes to the Plan without further order or approval of the Bankruptcy Court.

26. Severability. The provisions of the confirmed Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent.

27. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

28. Documents and Instruments. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order.

29. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan, any

documents, instruments or agreements, and any amendments or modifications thereto and any other acts referred to in, or contemplated by, the Plan.

30. Notice of Entry of Confirmation Order and Effective Date. The form of notice of entry of this Confirmation Order and the Effective Date, attached hereto as **Exhibit B** (the “**Effective Date Notice**”), provides adequate and reasonable notice and is hereby approved. On or within five business days of the Effective Date, the Debtors or Liquidation Trustee, as applicable, shall file and serve the Effective Date Notice on the following parties: (a) all parties filing a notice of appearance and request for service pursuant to Bankruptcy Rule 2002 in these Chapter 11 Cases; (b) state, provincial and local taxing authorities in which the Debtors did business; (c) the Internal Revenue Service; (d) the Securities and Exchange Commission; (e) the United States Attorney for the District of Delaware; (f) Holders of Claims or Interests; (g) all counterparties to Executory Contracts and Unexpired Leases with the Debtors; (h) the U.S. Trustee and (i) all persons or entities listed on the Debtors’ creditor mailing matrix.

31. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h) and 6006(d)), whether for 14 days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court.

Exhibit A

Plan

Exhibit B

Effective Date Notice

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re TECT AEROSPACE GROUP HOLDINGS, INC., et al., <p style="text-align: center;">Debtors.¹ </p>	X : : : : : : : : X	Chapter 11 Case No. 21-10670 (KBO) Jointly Administered Re: D.I. [●]
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**NOTICE OF (A) ENTRY OF FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER CONFIRMING
CHAPTER 11 PLAN OF LIQUIDATION AND (B) EFFECTIVE DATE**

TO ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE that an order (the “**Confirmation Order**”) of the Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, confirming and approving the *Joint Chapter 11 Plan of Liquidation for TECT Aerospace Group Holdings, Inc. and Its Affiliated Debtors* [Docket No. [●]], dated March 4, 2022 (including all exhibits thereto, the “**Plan**”)² was entered on March [●], 2022 [Docket No. [___]].

PLEASE TAKE FURTHER NOTICE that all conditions precedent to effectiveness pursuant to Article VIII of the Plan have been satisfied or waived and that the Debtors have determined that [_____] is the Effective Date of the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding on, among others, the Debtors, all Holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the Holders of such Claims or Interests have accepted the Plan), any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors, and any other party in interest in these Chapter 11 Cases, all as provided in the Plan.

PLEASE TAKE FURTHER NOTICE that any Holder of a Claim arising from the rejection, solely pursuant to the provisions of the Plan and not pursuant to any separate notice or

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

² Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Plan.

motion, of an Executory Contract or Unexpired Lease, must File a Proof of Claim on account of such Claim by no later than [] by sending such claim to the Debtors' claims and noticing agent, Kurtzman Carson Consultants ("KCC"), at the following address []. **Holders of Claims arising from the rejection of Executory Contracts and Unexpired Leases with respect to which no proof of Claim is timely Filed will be forever barred from asserting a Claim against the Debtors, the Estates, the Liquidating Trusts or the property of any of the foregoing, unless otherwise expressly allowed by the Bankruptcy Court.**

PLEASE TAKE FURTHER NOTICE that, except with respect to Professional Fee Claims or otherwise as set forth in the Plan or the Confirmation Order, requests for payment of Administrative Claims must be Filed no later than []. **Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims and that do not file and serve such a request by the applicable Bar Date or as otherwise set forth in the Plan or the Confirmation Order will be forever barred from asserting such Administrative Claims against the Debtors, the Estates, the Trusts or the property of any of the foregoing, and such Administrative Claims will be deemed discharged as of the Effective Date unless otherwise ordered by the Bankruptcy Court.**

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order, the Plan and other documents filed in the Chapter 11 Cases may be obtained and/or are available for review without charge at the website of KCC at <http://www.kccllc.net/tectaerospace>, or by contacting KCC: (i) by telephone at (877) 725-7523 (U.S./Canada) or (424) 236-7237 (International); or (ii) by email at TECTAerospaceInfo@kccllc.com.

Dated: [●], 2022
Wilmington, Delaware

/s/ DRAFT

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