

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Aerospace Holdings, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-10635 (KG)

(Jointly Administered)

**Ref. Docket No. 18**

**ORDER (I) APPROVING NOTICE PROCEDURES FOR THE  
SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS  
(II) SCHEDULING A SALE HEARING AND (III) APPROVING  
PROCEDURES FOR (A) ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES AND DETERMINING CURE AMOUNTS  
AND (B) REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

This matter coming before the Court on the motion (the “**Motion**”),<sup>2</sup> filed by the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), seeking, pursuant to sections 105, 363, 365, 503, and 507 of Title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), an order (i) approving the form and manner of notice of the sale of the Acquired Assets (the “**Sale Notice**”), (ii) scheduling a hearing for approval of the sale of the Acquired Assets (the “**Sale Hearing**”) and setting other related dates and deadlines, and (iii) approving procedures for the assumption and assignment or rejection of the Debtors’ Executory

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor’s federal tax identification number are: Aerospace Holdings, Inc., 366 Madison Avenue, 9th Floor, New York, NY 10017 (4318); Valley Tool & Manufacturing, Inc., 22 Prindle Hill Rd., P.O. Box 564, Orange, CT 06477 (8614); NC Dynamics Incorporated, 6925 Downey Avenue, Long Beach, CA 90805 (3219); NCDI Mexico, Inc., 2771 Centerville Road, Suite 400, Wilmington, DE 19808 (5905); and GroupAero Seattle, Inc., 7020 S. 238th Street, Kent, WA 98032 (7033).

<sup>2</sup> Capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Motion or the Purchase Agreement, as applicable.

Contracts and Leases, the form and manner of notice of proposed cure amounts, assumption notices and rejection notices; and, as reflected on the record of the April 19, 2017 hearing on the Motion, the Debtors, the official committee of unsecured creditors (the “Committee”), and Harlow Aerostructures, LLC (“Harlow” or the “Buyer”) having reached a resolution pursuant to which, *inter alia*, certain modifications to the Purchase Agreement and the proposed final order approving the DIP Facility were made, the Bidding Procedures and Bid Protections were withdrawn, and the sale was converted into a private sale; and it appearing that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors and all other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT<sup>3</sup>:**

A. This Court has jurisdiction to consider the Motion in accordance with 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.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 6004 and 6006, and Local Rule 6004-1.

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<sup>3</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Bidding Procedures Hearing are hereby incorporated herein to the extent not inconsistent herewith.

D. Good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Local Rule 2002-1(b) and (k) and all other interested parties.

E. Conditioned on the approval and closing of the sale, the Buyer is entitled to pay a Credit Bid Consideration in addition to other components of the Purchase Price, by offsetting the Credit Bid Consideration against the Purchase Price in accordance with section 363(k) of the Bankruptcy Code, without condition or limitation.

F. The Sale Notice, attached hereto as **Exhibit 1**, is hereby approved. The Sale Notice is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (i) the deadline to raise objections to the Motion and sale to the Buyer, and the date, time and place of the Sale Hearing, (ii) the reasonable identification of the assets subject to the proposed sale, (iii) instructions for promptly obtaining a copy of the Purchase Agreement, (iv) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, (v) the commitment by the Buyer to assume certain liabilities of the Debtors, and (vi) notice of the proposed assumption and assignment of Executory Contracts and Leases to the Buyer pursuant to this Order, the Purchase Agreement and the procedures and deadlines for objecting thereto. No other or further notice of the proposed sale shall be required.

G. The Executory Contract List (as hereinafter defined) that shall be appended to the notice setting forth a list of executory contracts and leases that the Debtors may assume and assign to Buyer (the “**Cure Notice and Notice of Potential Assignment and Assignment**”),

attached hereto as **Exhibit 2**, and the Assumption and Assignment Notice, are reasonably calculated to provide all non-Debtor counterparties to the Debtors' Executory Contracts and Leases with proper notice of the proposed cure amounts relating thereto and the related assumption and assignment procedures; **provided** that the mere listing of any Executory Contract or Lease on the Executory Contract List appended to the Cure Notice and Notice of Potential Assumption and Assignment does not require or guarantee that such Executory Contract or Lease will be assumed and assigned, and all rights of the Debtors with respect to Executory Contracts and Leases are reserved.

H. The form of the Cure Notice and Notice of Potential Assumption and Assignment attached hereto as **Exhibit 2**, is approved. The Cure Notice and Notice of Potential Assumption and Assignment is reasonably calculated to provide all non-Debtor counterparties to the Debtors' Executory Contracts and Leases with proper notice of the Debtors determination of the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Executory Contracts and Leases (the "**Cure Amounts**") and the related procedures to object to the proposed Cure Amounts or to the potential assumption and assignment of the Executory Contract or Lease by the Buyer.

I. The form of the Assumption and Assignment Notice attached hereto as **Exhibit 3**, is approved. The Assumption and Assignment Notice is reasonably calculated to provide all non-Debtor counterparties to the Debtors' Executory Contracts and Leases with proper notice of the assumption and assignment of their Executory Contract or Lease.

J. The form of Rejection Notice, attached hereto as **Exhibit 4**, is approved. The Rejection Notice is reasonably calculated to provide non-Debtor counterparties to the Debtors'

Executory Contracts and Leases with proper notice of the rejection of their Executory Contracts and Leases and the related rejection procedures.

K. Entry of this Order is in the best interests of the Debtors' estates, their creditors and all other interested parties.

**NOW THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.

2. As reflected on the record at the April 19, 2017 hearing on the Motion, the Bidding Procedures and the Bid Protections set forth in the Motion are withdrawn and the Auction is cancelled.

**Hearing and Objection Deadline**

3. The Sale Hearing shall take place in this Court on **May 1, 2017 at 3:00 p.m. (Prevailing Eastern Time)**.

4. Except as otherwise set forth herein, the deadline to file objections, if any, to the transactions contemplated by the Purchase Agreement or to the entry of the Sale Order is **April 28, 2017 at 12:00 p.m. (Prevailing Eastern Time)** (the "**Sale Objection Deadline**").

5. Objections, if any, **must**: (a) be in writing, (b) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any other orders of the Court, (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline, as applicable, by the following parties (the "**Objection Notice Parties**"):

- a. counsel to the Debtors, (i) Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166 (Attn: Matthew L. Hinker, Esq.); and (ii) Greenberg Traurig, LLP, The Nemours Building 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801 (Attn: Dennis A. Meloro, Esq.);

- b. the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Benjamin Hackman, Esq.);
- c. counsel to the Buyer, Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154 (Attn: Vadim J. Rubinstein, Esq.);
- d. proposed counsel to the Committee, (a) Drinker Biddle & Reath LLP, 222 Delaware Ave., Ste. 1410, Wilmington, DE 19801 (Attn: Steven K. Kortanek, Esq.), and (b) Drinker Biddle & Reath LLP, 600 Campus Dr., Florham Park, NJ 07932 (Attn: Robert K. Malone, Esq.); and
- e. those parties who have formally filed requests for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

6. To the extent Local DE Rule 9006-1 is applicable, and for the reason set forth on the record at the April 19, 2017 hearing, notice of the Sale Hearing is hereby shortened and any further notice, except as proposed herein, is hereby excused.

**Sale Notice and Related Relief**

7. Within three days of the entry of this Order, the Debtors shall cause the Sale Notice to be served on (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the Buyer; (d) all parties which, to the best of the Debtors' knowledge, information, and belief, have asserted a lien or security interest against any of the Acquired Assets; (e) all of the Debtors' landlords; (f) all applicable federal, state, and local taxing and regulatory authorities which have a reasonably known interest in the relief requested in the Motion, including the Internal Revenue Service; (g) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002 and (h) all other known creditors of the Debtors, including any contract counterparties.

8. In addition, as soon as practicable following entry of this Order, the Debtors shall publish the Sale Notice (modified for publication, as necessary) in the United States edition of *New York Times*.

**The Sale Does Not Require the Appointment of a Consumer Privacy Ombudsman**

9. The Debtors did not have any privacy policy in effect on the Petition Date, and the Debtors are not selling or leasing any personally identifiable information (as that term is defined in 11 U.S.C. § 101(41A)) of any individual. Accordingly, no consumer privacy ombudsman is required in connection with the sale under section 363(b)(1) of the Bankruptcy Code.

**Assumption and Rejection Procedures**

10. The procedures set forth below regarding the proposed assumption and assignment of certain contracts and leases (the “**Executory Contracts and Leases**”) that may be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Buyer pursuant to section 365(f) of the Bankruptcy Code in connection with the sale of the Acquired Assets are hereby approved (the “**Assumption and Rejection Procedures**”).

11. These Assumption and Rejection Procedures, as may be modified or supplemented by the Sale Order, shall govern the assumption and assignment of all Executory Contracts and Leases that the Debtors seek to assume and assign to the Buyer or otherwise reject.

- a. **Cure Notice and Notice of Potential Assumption and Assignment.** No later than two days after entry of this Order, the Debtors will file a schedule of cure obligations (the “**Executory Contract List**”).<sup>4</sup> The Executory Contract List will include a description of each Executory Contract or Lease potentially to be assumed by the Debtors and assigned to the Buyer, and the amount the Debtors believe is necessary to cure such unpaid amounts pursuant to section 365 of the Bankruptcy Code, and evidence of adequate assurance of future performance under each Executory Contracts or Lease by the Buyer, which shall include documentation sufficient to provide adequate assurance of future performance for the benefit of the non-Debtor parties to such Executory Contracts or Leases. A copy of the Executory Contract List along with the Cure Notice and Notice of Potential Assumption and Assingment will be served on each of the non-debtor

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<sup>4</sup> The inclusion of an Executory Contract or Lease on the Executory Contract List shall not constitute an admission by the Debtors that any such contract or lease is in fact an executory contract capable of assumption or that such Executory Contract or Lease is necessarily a binding and enforceable agreement.

parties listed on the Executory Contract List electronically, if possible, and by first class mail on the date that the Executory Contract List is filed with the Court.

For the avoidance of doubt, the presence of an Executory Contract or Lease on the Executory Contract List shall not prevent the Debtors or the Buyer from subsequently determining either (i) not to assume such Executory Contract or Lease at any time before such Executory Contract or Lease is actually assumed and assigned pursuant to an Order of the Court or (ii) to assume an agreement that was initially designated for rejection.

- b. **Objections.** Objections, if any, to the proposed Cure Amounts or to the assumption and assignment of such Executory Contract or Lease to Harlow on any other grounds (each an “**Objection**”) must: (a) be in writing, (b) comply with applicable provisions of the Bankruptcy Rules, Local Rules, and any other orders of the Court, (c) state the correct Cure Amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, (d) assert other objections to the assumption and assignment of the Executory Contract or Lease to Harlow (d) be filed with the Court and served so as to be actually received by the Objection Notice Parties **on or before May 5, 2017.**

Unless a non-Debtor counterparty to an Executory Contract or Lease has timely and properly filed and served a Objection, then, such counterparty to that Executory Contract or Lease shall be forever barred from objecting to the Cure Amount (if any), from asserting any additional cure or other amounts with respect to its Executory Contract or Lease, and from objecting to the assumption and assignment of its respective Executory Contract or Lease to Harlow, and the Debtors and the Buyer shall be entitled to rely solely upon the Cure Amounts set forth in the Executory Contract List.

- c. **Dispute Resolution.** Any Objection to the proposed assumption and assignment or related Cure Amounts of an Executory Contract or Lease set forth on the Executory Contract List or Cure Notice and Notice of Potential Assumption and Assignment in connection with the proposed sale that remains unresolved by May 19, 2017 shall be heard at the Debtors’ next omnibus hearing or such other date as fixed by the Court. If no timely Objection is filed and served with respect to the Executory Contract List, then, subject to the assumption of such Executory Contract or Lease, any non-Debtor party to such Executory Contract or Lease shall be deemed to have consented to the Cure Cost set forth in the Executory Contract List and, pursuant to this Order, the assumption and assignment of such Executory Contract or Lease shall be automatically effective as of the date set forth in the Assumption and Assignment Notice.

Within three (3) business days of the entry of an order approving the assignment of an Executory Contract or Lease or service of an Assumption of Assignment Notice, the Buyer shall pay to the respective counterparty to the Executory Contract or Lease the Cure Amount.



- d. **Assumption and Assignment Notice.** On or before May 26, 2017, the Debtors will serve an Assumption and Assignment Notice either by electronic mail or via overnight mail to the non-Debtor counterparties with respect to the Executory Contracts and Leases that the Buyer has designated for assumption and assignment to the Buyer, with the effective date of such assumption being the date of the closing of the sale.
- e. **Rejection Notice.** For any Executory Contract or Lease designated by the Buyer to be rejected, on or before May 26, 2017, the Debtors shall file with the Court written notice (such notice a **Rejection Notice**"), substantially in the form attached hereto as **Exhibit 4**, of the Debtors intent to reject the Executory Contract and Leases listed thereon effective as of the date indicated on such notice and shall serve such notice via first class mail on each of the following parties: (i) each counterparty to any Executory Contract or Lease at the notice address set forth in the applicable Executory Contract or Lease (and their counsel, if known) to be rejected by the Debtors, (ii) the U.S. Trustee, and (iii) counsel to the Committee. The Rejection Notice will set forth the following information to the best of the Debtors' knowledge: (i) a description of the Executory Contract or Lease the Debtors seek to reject, (ii) the name and address of the affected counterparties (and their counsel, if known), (iii) a description of the deadlines and procedures for filing objections to the Rejection Notice, (iv) the proposed effective date of the rejection and (v) shall include a proposed form of order approving the rejection (the "**Rejection Order**"), substantially in the form attached as **Annex 1** to the Rejection Notice.
- f. **Rejection Dispute Resolution.** If a party in interest objects to the proposed rejection by the Debtors of an Executory Contract or Lease, such party must file and serve a written objection so that such objection is filed with the Court and actually received by the Debtors, counsel to the Committee, the U.S. Trustee and counsel to the Buyer no later than fourteen (14) days after the date the Debtors served the Rejection Notice. If a timely objection is properly filed and served a hearing will be scheduled to consider the objection. If no timely objection is filed and served within fourteen (14) days after delivery of the Rejection Notice, or an objection is properly filed and resolved by the Debtors and the objecting counterparty, the Debtors may submit the Rejection Order for entry by the Court under certificate of no objection or certification of counsel, as applicable.

12. The forms of Cure Notice and Notice of Potential Assumption and Assignment, the Assumption and Assignment Notice and the form of Rejection Notice are hereby APPROVED.

13. Nothing in the Motion or this Order shall prohibit the Debtors from filing additional motions to reject Executory Contracts or Leases.

14. The Debtors reserve all rights to contest any rejection claims and/or the characterization of any unexpired lease.

15. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein is intended or should be construed as: (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise to pay any claim, (d) an admission that any particular claim is a type specified or defined hereunder, (e) a request or authorization to assume any Executory Contract or Lease, or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

16. For the avoidance of doubt, to the extent of any inconsistencies between the Purchase Agreement (as may be amended from time to time) and the procedures for notice, objections and the assumption and assignment or rejection of Executory Contract or Lease, as set forth in this Order, this Order will control.

**Other Relief Granted**

17. The Debtors are hereby required to file a proposed Sale Order and Purchase Agreement by no later than April 26, 2017, at 12:00 p.m.

18. The Debtors are authorized to make non-substantive changes to the notices, exhibits and related documents attached hereto without further Order of the Court, including, without limitation, changes to correct typographical and grammatical errors, to provide additional notice or information and to make conforming changes among these documents.

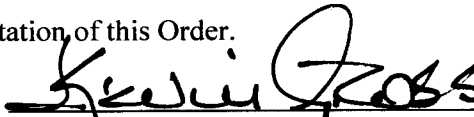
19. Nothing in this Order shall authorize the assumption or assumption and assignment of any contract or lease with the federal government.

20. The requirements set forth in Local Rule 9013-2 are satisfied by the contents of the Motion.

21. This Order shall be immediately effective and enforceable upon entry hereof.

22. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: April 20 2017  
Wilmington, Delaware

  
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HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Sale Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Aerospace Holdings, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-10635 (KG)

(Jointly Administered)

**NOTICE OF SALE AND SALE HEARING**

**PLEASE TAKE NOTICE** that on March 28, 2017, the Debtors filed a motion (the “**Sale and Bidding Procedures Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), seeking, among other things: (1) approval of the form and manner of notice of (i) the sale of substantially all of the Debtors’ assets (the “**Acquired Assets**”), (ii) proposed cure amounts, (iii) an assumption notice, and (iv) a rejection notice; (2) scheduling a hearing for approval of the sale of the Acquired Assets (the “**Sale Hearing**”) and setting other related dates and deadlines; and (3) approval of procedures for the assumption and assignment or rejection of certain contracts and leases of the Debtors [Docket No. 18].

**PLEASE TAKE FURTHER NOTICE** that on April 19, 2017, a hearing was held on the Sale and Bidding Procedures Motion. By order dated April \_\_, 2017 [Docket No. \_\_] (the “**Sale Procedures Order**”),<sup>2</sup> the Bankruptcy Court: (a) granted, in part, the Sale and Bidding Procedures Motion; (b) approved the form and manner of notice of (i) the sale of the Acquired Assets, (ii) proposed Cure Notice and Notice of Potential Assumption and Assignment, (iii) proposed Assumption and Assignment Notice, and (iv) proposed Rejection Notice; (2) scheduled a Sale Hearing and set other related dates and deadlines; and (3) approved procedures for the assumption and assignment or rejection of certain contracts and leases of the Debtors.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Sale Procedures Order, the Debtors intend to conduct a private sale of the Acquired Assets free and clear of all liens, claims, and encumbrances to Harlow Aerostructures, LLC (the “**Buyer**”).

**PLEASE TAKE FURTHER NOTICE** that the Bankruptcy Court has scheduled the Sale Hearing for **May 1, 2017 at 3:00 p.m. (Prevailing Eastern Time)**, at which the Debtors intend to seek the Bankruptcy Court’s approval of the Sale of the Acquired Assets to the Buyer. The Sale Hearing will be held before the Honorable Kevin Gross at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 3, Wilmington, DE 19801.

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor’s federal tax identification number are: Aerospace Holdings, Inc., 366 Madison Avenue, 9th Floor, New York, NY 10017 (4318); Valley Tool & Manufacturing, Inc., 22 Prindle Hill Rd., P.O. Box 564, Orange, CT 06477 (8614); NC Dynamics Incorporated, 6925 Downey Avenue, Long Beach, CA 90805 (3219); NCDI Mexico, Inc., 2771 Centerville Road, Suite 400, Wilmington, DE 19808 (5905); and GroupAero Seattle, Inc., 7020 S. 238th Street, Kent, WA 98032 (7033).

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

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to the Sale and Bidding Procedures Motion and/or sale to the Buyer shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure, the Local Rules and any other orders of the Bankruptcy Court, shall set forth the name of the objecting party, the nature and amount of any claims or interests held or asserted against the Debtors' estates or properties, the basis for the objection, and the specific grounds therefor and shall be filed with the Bankruptcy Court and served upon the following parties **so that they are actually received by no later than April 28, 2017 at 12:00 p.m. (Prevailing Eastern Time) (the "Sale Objection Deadline")**:

- (a) counsel to the Debtors, (i) Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166 (Attn: Matthew L. Hinker, Esq.) and (ii) Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801 (Attn: Dennis A. Meloro, Esq.);
- (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Benjamin Hackman, Esq.);
- (c) counsel to the Buyer, Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154 (Attn: Vadim J. Rubinstein, Esq.);
- (d) proposed counsel to the Committee, (a) Drinker Biddle & Reath LLP, 222 Delaware Ave., Ste. 1410, Wilmington, DE 19801 (Attn: Steven K. Kortanek, Esq.), and (b) Drinker Biddle & Reath LLP, 600 Campus Dr., Florham Park, NJ 07932 (Attn: Robert K. Malone, Esq.); and
- (e) those parties who have formally filed requests for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE SALE PROCEDURES ORDER SHALL BE DEEMED TO CONSENT TO THE SALE OF THE ACQUIRED ASSETS TO THE BUYER AND THE OTHER RELIEF REQUESTED IN THE SALE AND BIDDING PROCEDURES MOTION (AS MODIFIED IN ACCORDANCE WITH THE STATEMENTS MADE ON THE RECORD AT THE HEARING ON THE SALE AND BIDDING PROCEDURES MOTION), AND BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS AFFECTED THEREUNDER OR THE DEBTORS' CONSUMMATION AND PERFORMANCE OF THE TERMS OF THE PURCHASE AGREEMENT ENTERED INTO WITH THE BUYER.**

**PLEASE TAKE FURTHER NOTICE** that this Notice is subject to the terms and conditions of the Sale and Bidding Procedures Motion (as modified on the record of the April 19, 2017 hearing) and the Sale Procedures Order, which shall control in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Any party desiring to obtain a copy of this Notice, the Purchase Agreement, and/or the Sale

Procedures Order, in addition to any related motions that may be filed, may do so by accessing (a) the website of the Debtors' notice and claims agent, BMC Group, Inc. for no charge at [www.bmcgroup.com/aerospaceholdings](http://www.bmcgroup.com/aerospaceholdings), or (b) the Court's internet site: <https://ecf.deb.uscourts.gov>, for a fee, through an account obtained from the PACER website at <http://pacer.psc.uscourts.gov>. The documents may also be obtained by written request made to counsel to the Debtors, Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166 (Attn: Sara A. Hoffman, Esq.).

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Sale Procedures Order, a separate notice will be provided to the counterparties to executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale.

Dated: April \_\_, 2017

GREENBERG TRAURIG, LLP

/s/ DRAFT

Dennis A. Meloro (DE Bar No. 4435)  
The Nemours Building  
1007 North Orange Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 661-7000  
Facsimile: (302) 661-7360  
Email: [melorod@gtlaw.com](mailto:melorod@gtlaw.com)

-and-

Nancy A. Mitchell (*pro hac vice* pending)  
Matthew L. Hinker (DE Bar No. 5348)  
Sara A. Hoffman (admitted *pro hac vice*)  
Greenberg Traurig, LLP  
The MetLife Building  
200 Park Avenue  
New York, NY 10166  
Telephone: (212) 801-9200  
Facsimile: (212) 801-6400  
Email: [mittchelln@gtlaw.com](mailto:mittchelln@gtlaw.com)  
[hinkerm@gtlaw.com](mailto:hinkerm@gtlaw.com)  
[hoffmans@gtlaw.com](mailto:hoffmans@gtlaw.com)

*Counsel for the Debtors  
and Debtors-in-Possession*

**Exhibit 2**

**Cure Notice and Notice of Potential Assignment and Assignment**



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Aerospace Holdings, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-10635 (KG)

(Jointly Administered)

**NOTICE OF (I) POSSIBLE TREATMENT OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES, (II) FIXING CURE AMOUNTS AND  
(III) DEADLINE TO OBJECT**

**PLEASE TAKE NOTICE** that on April \_\_, 2017, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered the *Order (I) Approving Notice Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Scheduling a Sale Hearing and (III) Approving Procedures for (A) Assumption and Assignment of Executory Contracts and Unexpired Leases and Determining Cure Amounts and (B) Rejection of Executory Contracts and Unexpired Leases* [Docket No. \_\_] (the “**Sale Procedures Order**”),<sup>2</sup> which, among other things, approved certain procedures for the assumption and assignment of executory contracts (the “**Executory Contracts**”) and unexpired leases (the “**Leases**”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Sale Procedures Order, a hearing will be held before the Honorable Kevin Gross, United States Bankruptcy Judge, on **May 1, 2017 at 3:00 p.m. (prevailing Eastern Time)**, in Courtroom #3 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6<sup>th</sup> Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the “**Sale Hearing**”). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these Cases.

**PLEASE TAKE FURTHER NOTICE** that you are receiving this notice (the “**Cure Notice and Notice of Potential Assumption and Assignment**”) because you or one of your affiliates may be a counterparty to one or more of the Executory Contracts and Leases set forth on the Executory Contract List attached hereto as **Exhibit A** with one or more of the Debtors.<sup>3</sup> If the Court enters the Sale Order, the Debtors may assume and assign to Buyer

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor’s federal tax identification number are: Aerospace Holdings, Inc., 366 Madison Avenue, 9th Floor, New York, NY 10017 (4318); Valley Tool & Manufacturing, Inc., 22 Prindle Hill Rd., P.O. Box 564, Orange, CT 06477 (8614); NC Dynamics Incorporated, 6925 Downey Avenue, Long Beach, CA 90805 (3219); NCDI Mexico, Inc., 2771 Centerville Road, Suite 400, Wilmington, DE 19808 (5905); and GroupAero Seattle, Inc., 7020 S. 238th Street, Kent, WA 98032 (7033).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Procedures Order or the Purchase Agreement, as applicable.

<sup>3</sup> This Cure Notice and Notice of Potential Assumption and Assignment is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Cure Notice and Notice of Potential

or reject the Executory Contract and/or Lease listed on the Executory Contract List, to which you are a counterparty, as of the Closing Date.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have determined that the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Executory Contracts and Leases (the “Cure Amounts”) are in the total amounts as set forth on the Executory Contract List attached hereto as **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit B** is evidence of the Buyer’s financial wherewithal to meet all future obligations under the Executory Contracts and Leases and ability to comply with section 365(f) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code. If any non-Debtor counterparty requires additional details regarding the Buyer, contact details for the Buyer’s counsel are as follows: Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154 (Attn: Vadim J. Rubinstein, Esq.).

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to the proposed Cure Amount as determined by the Debtors and any other objection to the possible assumption and assignment of the applicable Executory Contract or Lease (an “**Objection**”) must (a) be in writing, (b) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any orders of the Court, (c) state the correct Cure Amount alleged by the objecting counterparty, together with any applicable supporting documentation, (d) state any other objection to the assumption and assignment of the applicable Executory Contract or Lease (including, but not limited to, objections to adequate assurance of future performance) and (e) be filed with the Court and served so as to be actually received by the following parties by no later than **May 5, 2017** (the “**Objection Deadline**”) (i) *Debtors’ counsel*, (y) Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166 (Attn: Matthew L. Hinker, Esq.) (hinkerm@gtlaw.com) and (z) Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801 (Attn: Dennis A. Meloro, Esq.) (melorod@gtlaw.com); (ii) *the Buyer’s Counsel*, Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154 (Attn: Vadim J. Rubinstein, Esq.) (vrubinstein@loeb.com); (iii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman, Esq.) (Benjamin.A.Hackman@usdoj.gov); and (v) *proposed counsel to the Committee*, (y) Drinker Biddle & Reath LLP, 222 Delaware Ave., Ste. 1410, Wilmington, DE 19801 (Attn: Steven K. Kortanek, Esq.) (Steven.Kortanek@dbr.com), and (z) Drinker Biddle & Reath LLP, 600 Campus Dr., Florham Park, NJ 07932 (Attn: Robert K. Malone, Esq.) (Robert.Malone@dbr.com).

**PLEASE TAKE FURTHER NOTICE** that if no timely permitted Objection is filed and served on or before the Objection Deadline, any non-Debtor party to such Executory Contract or Lease shall be deemed to have consented to the Cure Amount set forth in this Cure Notice and Notice of Potential Assumption and Assignment and the potential Assumption and Assignment of the applicable Executory Contract or Lease.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption and assignment or related cure of an Executory Contract or Lease set forth on the Executory

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Assumption and Assignment is *not* an admission by the Debtors that such contract or lease is executory or unexpired.

Contract List in connection with the proposed sale that remains unresolved by May 19, 2017 shall be heard at the Debtors' next omnibus hearing or such other date as fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that copies of the Sale Procedures Order (and all exhibits thereto) are available for review free of charge by accessing the Debtors' case website: <http://www.bmcgroup.com/aerospaceholdings> or contact Kevin Martin at (310) 321-5541.

Dated: April \_\_, 2017

GREENBERG TRAURIG, LLP

/s/ DRAFT

Dennis A. Meloro (DE Bar No. 4435)  
The Nemours Building  
1007 North Orange Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 661-7000  
Facsimile: (302) 661-7360  
Email: melorod@gtlaw.com

-and-

Nancy A. Mitchell (*pro hac vice* pending)  
Matthew L. Hinker (DE Bar No. 5348)  
Sara A. Hoffman (admitted *pro hac vice*)  
Greenberg Traurig, LLP  
The MetLife Building  
200 Park Avenue  
New York, NY 10166  
Telephone: (212) 801-9200  
Facsimile: (212) 801-6400  
Email: mitchelln@gtlaw.com  
hinkerm@gtlaw.com  
hoffmans@gtlaw.com

*Counsel for the Debtors  
and Debtors-in-Possession*

**EXHIBIT A**

**Executory Contract List**

**Exhibit 3**

**Assumption and Assignment Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Aerospace Holdings, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-10635 (KG)

(Jointly Administered)

**NOTICE OF ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**TO: THE CONTRACT PARTY AND/OR LANDLORD SET FORTH ON ANNEX I  
(THE "CONTRACT PARTY" OR "LANDLORD")**

**PLEASE TAKE NOTICE** that on April \_\_, 2017, the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") entered the *Order (I) Approving Notice Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Scheduling a Sale Hearing and (III) Approving Procedures for (A) Assumption and Assignment of Executory Contracts and Unexpired Leases and Determining Cure Amounts and (B) Rejection of Executory Contracts and Unexpired Leases* [Docket No. \_\_] (the "**Sale Procedures Order**").

**PLEASE TAKE FURTHER NOTICE** that on May \_\_, 2017, the Bankruptcy Court entered the *Order (I) Authorizing the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (II) Approving the Final Asset Purchase Agreement, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. \_\_] (the "**Sale Order**").<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that in accordance with the procedures of the Sale Procedures Order and the Sale Order, the above-captioned debtors and debtors-in-possession (the "**Debtors**") hereby provide this Notice of Assumption and Assignment of Executory Contracts and Unexpired Leases (the "**Assumption and Assignment Notice**")<sup>3</sup> pursuant to which the Executory Contracts and Leases (collectively, the "**Contracts**") set forth

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor's federal tax identification number are: Aerospace Holdings, Inc., 366 Madison Avenue, 9th Floor, New York, NY 10017 (4318); Valley Tool & Manufacturing, Inc., 22 Prindle Hill Rd., P.O. Box 564, Orange, CT 06477 (8614); NC Dynamics Incorporated, 6925 Downey Avenue, Long Beach, CA 90805 (3219); NCDI Mexico, Inc., 2771 Centerville Road, Suite 400, Wilmington, DE 19808 (5905); and GroupAero Seattle, Inc., 7020 S. 238th Street, Kent, WA 98032 (7033).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Procedures Order or the Sale Order, as applicable.

<sup>3</sup> This Assumption and Assignment Notice is being sent to non-Debtor counterparties to contracts and leases that may be executory contracts and unexpired leases. This Assumption and Assignment Notice is *not* an admission by the Debtors that such contract or lease is executory or unexpired.

on **Annex 1** shall be assumed by the Debtors and assigned to the Purchaser (the “Assignee”), effective as of the Closing. The Assignee has the financial wherewithal to meet all future obligations under the Contracts and has the ability to comply with the requirements of adequate assurance of future performance under section 365(f) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), including section 365(f)(2)(B) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code. If any Contract Party or Landlord requires additional details regarding the Assignee, contact details for the Assignee’s counsel are as follows: Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154 (Attn: Vadim J. Rubinstein, Esq.).

Dated: April \_\_, 2017

GREENBERG TRAURIG, LLP

/s/ DRAFT

Dennis A. Meloro (DE Bar No. 4435)  
The Nemours Building  
1007 North Orange Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 661-7000  
Facsimile: (302) 661-7360  
Email: melorod@gtlaw.com

-and-

Nancy A. Mitchell (*pro hac vice* pending)  
Matthew L. Hinker (DE Bar No. 5348)  
Sara A. Hoffman (admitted *pro hac vice*)  
Greenberg Traurig, LLP  
The MetLife Building  
200 Park Avenue  
New York, NY 10166  
Telephone: (212) 801-9200  
Facsimile: (212) 801-6400  
Email: mitchelln@gtlaw.com  
hinkerm@gtlaw.com  
hoffmans@gtlaw.com

*Counsel for the Debtors  
and Debtors-in-Possession*

**Annex 1**

**Contracts List**



**Exhibit 4**

**Rejection Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Aerospace Holdings, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-10635 (KG)

(Jointly Administered)

NOTICE OF REJECTION OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

**PLEASE TAKE NOTICE** that on April \_\_, 2017, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered the *Order (I) Approving Notice Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Scheduling a Sale Hearing and (III) Approving Procedures for (A) Assumption and Assignment of Executory Contracts and Unexpired Leases and Determining Cure Amounts and (B) Rejection of Executory Contracts and Unexpired Leases* [Docket No. \_\_] (the “**Sale Procedures Order**”),<sup>2</sup> which, among other things, approved certain procedures (the “**Rejection Procedures**”) for the rejection of executory contracts (the “**Executory Contracts**”) and unexpired leases (the “**Leases**”).

**PLEASE TAKE NOTICE** that in accordance with the Rejection Procedures, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) provide this Notice of Rejection of Executory Contracts and Unexpired Leases (the “**Rejection Notice**”) of the Debtors’ intent to reject every Executory Contract and Lease listed on Exhibit 1 to the proposed form of order approving the rejection (the “**Rejection Order**”), substantially in the form that is attached as Annex 1 to this Rejection Notice, effective as of the date(s) indicated thereon.

**PLEASE TAKE FURTHER NOTICE** that should a party in interest object to the proposed rejection by the Debtors of an Executory Contract or Lease, such party must file and serve a written objection so that such objection is filed with the Court and actually received **no later than fourteen (14) days after the date the Debtors served the Rejection Notice** by: (i) *Debtors’ counsel*, (y) Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166 (Attn: Matthew L. Hinker, Esq.) (hinkerm@gtlaw.com) and (z) Greenberg Traurig, LLP, The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801 (Attn: Dennis A. Meloro, Esq.) (melorod@gtlaw.com); (ii) *the Buyer’s Counsel*, Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154 (Attn: Vadim J. Rubinstein, Esq.) (vrubinstein@loeb.com); (iii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman, Esq.) (Benjamin.A.Hackman@usdoj.gov); and (v) *proposed counsel to the Committee*, (y) Drinker Biddle & Reath LLP, 222 Delaware Ave., Ste. 1410, Wilmington, DE 19801 (Attn: Steven K.

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor’s federal tax identification number are: Aerospace Holdings, Inc., 366 Madison Avenue, 9th Floor, New York, NY 10017 (4318); Valley Tool & Manufacturing, Inc., 22 Prindle Hill Rd., P.O. Box 564, Orange, CT 06477 (8614); NC Dynamics Incorporated, 6925 Downey Avenue, Long Beach, CA 90805 (3219); NCDI Mexico, Inc., 2771 Centerville Road, Suite 400, Wilmington, DE 19808 (5905); and GroupAero Seattle, Inc., 7020 S. 238th Street, Kent, WA 98032 (7033).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Procedures Order or the Purchase Agreement, as applicable.  
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Kortanek, Esq.) (Steven.Kortanek@dbr.com), and (z) Drinker Biddle & Reath LLP, 600 Campus Dr., Florham Park, NJ 07932 (Attn: Robert K. Malone, Esq.) (Robert.Malone@dbr.com).

**PLEASE TAKE FURTHER NOTICE** that if a timely objection is properly filed and served a hearing will be scheduled to consider the objection. If no timely objection is filed and served within fourteen (14) days after delivery of the Rejection Notice, or an objection is properly filed and resolved by the Debtors and the objecting counterparty, the Debtors may submit the Rejection Order for entry by the Court under certificate of no objection or certification of counsel, as applicable.

**PLEASE TAKE FURTHER NOTICE that if an affected counterparty (the "Rejection Claimant") asserts a claim or claims against the Debtors arising from the rejection of an Executory Contract or Lease, such Rejection Claimant shall submit a proof of claim on or before the date that is thirty days after the entry of the Rejection Order. A proof of claim form is attached hereto as Annex 2.**

**PLEASE TAKE FURTHER NOTICE** that copies of the Sale Procedures Order (and all exhibits thereto) are available for review free of charge by access the Debtors' case website at <https://www.bmcgroup.com/aerospaceholdings> or by contacting Kevin Martin at (310) 321-5541.

Dated: April \_\_, 2017

GREENBERG TRAURIG, LLP

/s/ DRAFT

Dennis A. Meloro (DE Bar No. 4435)  
The Nemours Building  
1007 North Orange Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 661-7000  
Facsimile: (302) 661-7360  
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Telephone: (212) 801-9200  
Facsimile: (212) 801-6400  
Email: mitchelln@gtlaw.com  
hinkerm@gtlaw.com  
hoffmans@gtlaw.com

*Counsel for the Debtors  
and Debtors-in-Possession*

**Annex 1**

**Proposed Rejection Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Aerospace Holdings, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-10635 (KG)

(Jointly Administered)

Ref. Dkt. No. \_\_\_\_

**ORDER APPROVING THE REJECTION OF  
EXECUTORY CONTRACTS AND LEASES**

Pursuant to the *Order (I) Approving Notice Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Scheduling a Sale Hearing and (III) Approving Procedures for (A) Assumption and Assignment of Executory Contracts and Unexpired Leases and Determining Cure Amounts and (B) Rejection of Executory Contracts and Unexpired Leases* [Docket No. \_\_\_\_] (the "**Sale Procedures Order**");<sup>2</sup> and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having properly filed and served a Notice of Rejection of Executory Contracts and Unexpired Leases (the "**Rejection Notice**") in accordance with the terms of the Sale Procedures Order in respect of the rejection of the executory contracts (the "**Executory Contracts**") and unexpired leases (the "**Leases**") set forth on **Exhibit 1** hereto; and no timely objections having been filed to the rejection of the Executory Contracts and Leases; and due and proper notice of the Sale Procedures Order and the Rejection

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor's federal tax identification number are: Aerospace Holdings, Inc., 366 Madison Avenue, 9th Floor, New York, NY 10017 (4318); Valley Tool & Manufacturing, Inc., 22 Prindle Hill Rd., P.O. Box 564, Orange, CT 06477 (8614); NC Dynamics Incorporated, 6925 Downey Avenue, Long Beach, CA 90805 (3219); NCDI Mexico, Inc., 2771 Centerville Road, Suite 400, Wilmington, DE 19808 (5905); and GroupAero Seattle, Inc., 7020 S. 238th Street, Kent, WA 98032 (7033).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Procedures Order or the Purchase Agreement, as applicable.  
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Notice having been provided; and it appearing that no other notice need be provided; and after due deliberation, and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Executory Contracts and Leases listed on **Exhibit 1** hereto are hereby rejected effective as of the later of (a) *nunc pro tunc* to the date set forth in the Rejection Notice (the “**Rejection Effective Date**”), and (b) with respect to an unexpired Lease of real property, the later of (i) the expiration of the objection period set forth in the applicable Rejection Notice; (ii) the date set forth in the applicable Rejection Notice; (iii) the date the Debtors have provided written notice of their unequivocal surrender of the premises with all property removed or abandoned free of any interests in property of other parties, and turned over the keys, key codes and security codes to the affected landlord; or (iv) as otherwise ordered by the Court (the “**Lease Rejection Effective Date**”).
2. Any personal property remaining at the leased premises as of the applicable Lease Rejection Effective Date shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, by the Debtors effective as of the applicable Lease Rejection Effective Date, and the landlords may dispose of any such abandoned property , in their sole discretion, without further notice or order from this Court, without any liability to the Debtors and any third party for such disposal and without waiver of any claim the landlords may have against the Debtors for the disposal of such.
3. If an affected landlord or counterparty or any other party in interest (the “**Rejection Claimant**”) asserts a claim or claims against the Debtors arising from the rejection of an Executory Contract or Lease, such Rejection Claimant shall submit a proof of claim on or before the date that is thirty days after the entry of the Rejection Order. If the Rejection

Claimant does not timely file such proof of claim, such claimant shall be forever barred from asserting a claim against the Debtors for such rejection damages.

4. The Debtors are authorized to take any action necessary to implement the terms of this Order and the rejection without further order from this Court.

5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
THE HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**Rejected Executory Contracts and Leases**



**Annex 2**

**Proof of Claim Form**