

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

In re:

AeroCision Parent, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11032 (KBO)

(Jointly Administered)

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED, ASSIGNED,
AND SOLD EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN
EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE
OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

PLEASE TAKE NOTICE that, on September 13, 2023, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Entry of: (A) an Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (III) Authorizing the Debtors to Enter Into the Stalking Horse Purchase Agreement, and (IV) Granting Related Relief; and (B) an Order (I) Approving Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 108] (the “**Sale Motion**”).

PLEASE TAKE FURTHER NOTICE that, on October 2, 2023, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered the *Order (I) Approving Bidding Procedures, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment and Sale of Contracts and Leases, and (V) Granting Related Relief* [Docket No. 137] (the “**Bidding Procedures Order**”)² authorizing the Debtors to solicit bids for the purchase of the Debtors’ Assets and, if one or more Qualified Bids other than the Stalking Horse Purchase Agreement is received within the requirements and timeframe specified by the Bidding Procedures, conduct an auction (the “**Auction**”) to select the Successful Bidder. If held, the Auction will be governed by the Bidding

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: AeroCision Parent, LLC (8828); AeroCision, LLC (0509); and Numet Machining Techniques, LLC (3162). The Debtors’ service address is 12-A Inspiration Lane, Chester, CT 06412.

² Capitalized terms used in this notice but not otherwise herein defined have the meanings given to such terms in the Bidding Procedures Order or Bidding Procedures (as defined below), as applicable. To the extent of any of the inconsistencies between this notice and the Bidding Procedures Order, the Bidding Procedures Order shall govern in all respects.

Procedures approved pursuant to the Bidding Procedures Order (and attached to the Bidding Procedures Order as Exhibit 1 thereto).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of the Stalking Horse Purchase Agreement with the Prepetition Senior Lenders (the “**Stalking Horse Bidder**”), or any other Successful Bid, upon approval of the Sale, the Debtors may assume, assign, and sell to the Stalking Horse Bidder or other Successful Bidder the contract, lease or agreement listed on **Exhibit A** hereto, to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under the Potential Assigned Contracts is as set forth on **Exhibit A** attached hereto (the “**Cure Costs**”).

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Cost identified with respect to a Potential Assigned Contract listed on **Exhibit A**, object to a proposed assignment of any Potential Assigned Contract to the Successful Bidder, or object to the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to any Potential Assigned Contract, your objection must be: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the nature of the objection and the legal and factual bases therefore and, if the objection pertains to the proposed Cure Cost(s), state the correct cure cost(s) alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (d) be filed with the Court and served so as to be **actually received on or before October 18, 2023 at 5:00 p.m. (prevailing Eastern Time)** (the “**Cure Objection Deadline**”) by the following parties (the “**Objection Notice Parties**”):

Counsel to the Debtors	The United States Trustee
Young Conaway Stargatt & Taylor, LLP 1000 North King Street Rodney Square Wilmington, DE 19801-6108 Attn: Michael R. Nestor, Andrew L. Magaziner & Elizabeth S. Justison mnestor@ycst.com, amagaziner@ycst.com, ejustison@ycst.com	Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE, 19801 Attn: Jane M. Leamy jane.m.leafy@usdoj.gov
	Counsel to the Prepetition Senior Agent
	Choate Hall & Stewart Two International Place Boston, MA 02110 Attn: Douglas R. Gooding dgooding@choate.com Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street Wilmington, DE 91801 Attn: Derek Abbott dabbott@morrisnichols.com

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before **October 30, 2023 at 10:00 a.m. (prevailing Eastern Time)** (the “**Sale Hearing**”) before the Honorable Karen B. Owens, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, Wilmington, Delaware 19801. If no Qualified Bids (other than the Stalking Horse Purchase Agreement) are received by the Bid Deadline, the Debtors will not hold the Auction and the Debtors may schedule the Sale Hearing to be held before October 30, 2023.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth herein and in the Bidding Procedures Order with respect to any objections to proposed cure amounts or the assumption, assignment and sale of Assigned Contracts, objections to any other relief requested in the Sale Motion **must**: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (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 on or before October 23, 2023 at 5:00 p.m. (prevailing Eastern Time)** by the Objection Notice Parties and any other party that has filed a notice of appearance in these chapter 11 cases.

Parties objecting to the proposed adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Bidder must file such objection and serve it on the Objection Notice Parties at or before the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Cost(s), (b) the proposed assignment, assumption, and sale of any Potential Assigned Contract, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the applicable deadline, then (i) you will be deemed to have stipulated that the Cure Cost(s) listed on **Exhibit A** hereto is/are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the Potential Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption, assignment and sale of a Potential Assigned Contract or related Cure Cost that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing shall, in the Debtors’ discretion (subject to the consent of the Successful Bidder), be heard at the Sale Hearing or at a later date as may be fixed by the Court.

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Potential Assigned Contract on **Exhibit A** does not require or guarantee that such Potential Assigned Contract will be assumed, assigned, and sold, and all rights of the Debtors and the Successful Bidder with respect to the Potential Assigned Contracts are reserved.

PLEASE TAKE FURTHER NOTICE that nothing herein (i) alters in any way the prepetition nature of any Potential Assigned Contract or the validity, priority, or amount of any claims of a counterparty to any Potential Assigned Contract against the Debtors or the Successful Bidder that may arise under such Potential Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of any counterparty to any

Potential Assigned Contract against the Debtors that may arise under such Potential Assigned Contract.

Dated: October 4, 2023
Wilmington, Delaware

**YOUNG CONAWAY STARGATT
& TAYLOR, LLP**

/s/ Elizabeth S. Justison

Michael R. Nestor (No. 3526)
Andrew L. Magaziner (No. 5426)
Elizabeth S. Justison (No. 5911)
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*Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A

Schedule of Potential Assigned Contracts and Cure Costs

Entity	Contracting Party	Contracting Party Address	Contract Name/ Description	Cure Amount
AeroCision, LLC	Rolls-Royce Deutshcland Ltd. & Co KG	P.O. BOX 31, DERBY UNITED KINGDOM DE24 8BJ	Supply Agreement	N/A
AeroCision, LLC	Rolls-Royce plc. & Rolls-Royce Singapore Pte Ltd.	6 SHENTON WAY #33-00, OUE DOWNTOWN 2, SINGAPORE, 68809 SINGAPORE	Supply Agreement	N/A
AeroCision, LLC	Rolls-Royce Corporation	LOCKBOX NO. 23607, 131 S. DEARBORN ST., CHICAGO, IL 60603	Supply Agreement	N/A
AeroCision, LLC	Honeywell International Inc.	111 SOUTH 34TH ST., PHOENIX, AZ85072	Aerospace Sourcing Agreement	N/A
Numet Machining Techniques, LLC	United Technologies Corporation Pratt & Whitney Division	400 MAIN ST. EAST, HARTFORD, CT 06108	Purchase Agreement	N/A
Numet Machining Techniques, LLC	United Technologies Corporation Pratt & Whitney Division	400 MAIN ST. EAST, HARTFORD, CT 06108	Master Terms Agreement	N/A
Numet Machining Techniques, LLC	General Electric Company, acting through its GE Aviation business unit	ONE FINANCIAL CENTER STE. 3700, BOSTON, MA 02111	Amended and Restated Long Term Agreement	N/A
Numet Machining Techniques, LLC	U.S. Department of Defense: U.S. Navy	THE PENTAGON, 1400 DEFENSE PENTAGON, WASHINGTON, DC 20301	Contract Award	N/A
Numet Machining Techniques, LLC	U.S. Department of Defense: DLA Aviation at Oklahoma City, OK	3420 D AVENUE RM 200 DOOR 58, 69 TINKER, AFB, OK 73145	Contract Award	N/A
Numet Machining Techniques, LLC	U.S. Department of Defense: Department of the Air Force	THE PENTAGON, 1400 DEFENSE PENTAGON, WASHINGTON, DC 20301	Contract Award	N/A
Numet Machining Techniques, LLC	U.S. Department of Defense: Department of the Air Force	THE PENTAGON, 1400 DEFENSE PENTAGON, WASHINGTON, DC 20301	Contract Award	N/A
Numet Machining Techniques, LLC	U.S. Department of Defense: Department of the Air Force	THE PENTAGON, 1400 DEFENSE PENTAGON, WASHINGTON, DC 20301	Contract Award	N/A
Numet Machining Techniques, LLC	U.S. Department of Defense: Department of the Air Force	THE PENTAGON, 1400 DEFENSE PENTAGON, WASHINGTON, DC 20301	Contract Award	N/A
Numet Machining Techniques, LLC	Raytheon Technologies Missiles and Defense	1000 WILSON BLVD, ARLINGTON, VA22209	Purchase Order	N/A
Numet Machining Techniques, LLC	TMC Orange, LLC	450 SEVENTH AVENUE, SUITE 2500, NEW YORK, NY, 10123	Lease Agreement	\$97,377.54
Numet Machining Techniques, LLC	40 Front Management LLC	40 FRONT AVENUE, WEST HAVEN, CT 06516	Storage Agreement	\$9,659.24
AeroCision, LLC	Store Capital Acquisitions, LLC	8377 E HARTFORD DR, STE 100, SCOTTSDALE, AZ 85255	Lease Agreement	\$0.00
AeroCision, LLC	Eversource	PO Box 56002 Boston, MA 02205-6002	Heat & Electricity	\$0.00
AeroCision, LLC	Comcast	PO Box 37601 Philadelphia, PA 19101-0601	Internet	\$0.00
AeroCision, LLC	All Waste	PO Box 2472 Hartford, CT 06146	Waste	\$0.00
AeroCision, LLC	Verizon Wireless	PO Box 489 Newark, NJ 07101-0489	Mobile Phone	\$0.00
AeroCision, LLC	Frontier Communications	PO Box 740407 Cincinnati, OH 45274-0407	Telephone	\$0.00
AeroCision, LLC	Dutch Propane	PO Box 464 Moodus, CT 06469	Gas	\$0.00
Numet Machining Techniques, LLC	United Illuminating	1001 Louisiana St., Suite 2300 Houston, TX 77002	Electric	\$1,871.10
Numet Machining Techniques, LLC	Airgas USA LLC	120 Old South Ave Stratford, CT 06615-7314	Industrial Gas Supplier	\$0.00
Numet Machining Techniques, LLC	Direct Energy Business	263 Tresser Blvd, FL 8 Stamford, CT 06901	Energy	\$0.00
Numet Machining Techniques, LLC	Southern CT Gas Co.	185 International Dr Portsmouth, NH 03801-6836	Natural Gas Distributor	\$0.00
Numet Machining Techniques, LLC	Frontier Communications	PO BOX 211579 Eagan, MN 55121-2879	Telephone & Internet	\$0.00
Numet Machining Techniques, LLC	Regional Water Authority	90 Sargent DR New Haven, CT 06511	Water	\$0.00
AeroCision, LLC	Riverstone Landscaping	121 Winthrop Rd Bldg 5 Deep River CT 06417	Landscaping	\$0.00
AeroCision, LLC	US Bank Card	800 NICOLLET MALL, MINNEAPOLIS, MN 55402	Credit Card/P-Card	\$0.00
AeroCision, LLC	Xerox	201 Merritt 7, Norwalk CT 06851	Copier	\$1,183.85
AeroCision, LLC	Ultimate Maintenance Group	44 W. Poplar Rd Middletown CT 06457	Janitorial Services	\$0.00
AeroCision, LLC	Willis Tower Watson	200 Liberty Street #3 New York, NY 10281	Insurance Broker	\$0.00
AeroCision, LLC	Diversified Group/Cigna	369 N.Main Street, Marlborough, CT 06447	Medical/Provider	\$0.00
AeroCision, LLC	Delta Dental	P.O. Box 16354 Little Rock, AR 72231	Dental Provider	\$0.00
AeroCision, LLC	EyeMed	4000 Luxottica Pl, Mason, Ohio 45040	Vision Provider	\$0.00
AeroCision, LLC	The Hartford	1 Hartford Plaza, Hartford, CT 06115	Basic/Vol Life Provider	\$0.00
AeroCision, LLC	Benefit Strategies	967 Elm Street Manchester, NH 03101	HSA/FSA Provider	\$0.00
Numet Machining Techniques, LLC	Pension Consultants	10 WATERSIDE DRIVE SUITE 200 FARMINGTON, CT 06032	Third Party Admin	\$2,585.00
Numet Machining Techniques, LLC	USB	UBS FINANCIAL ADVISORS, 1000 HARBOR BLVD, WEEHAWKEN, NJ07086	Registered Investment Advisor	\$0.00
Numet Machining Techniques, LLC	Empower Retirement	PO BOX 173764 DENVER, CO 80217-3764	Client Service Manager	\$0.00
Numet Machining Techniques, LLC	Constangy, Brooks, Smith & Prophette LLC	PO BOX 102476 ATLANTA, GA 30368-0476	Billing	\$7,672.20
Numet Machining Techniques, LLC	ADP	18512 N RESLER DR EL PASO, TX 79912	Payroll / HRIS	\$0.00
Numet Machining Techniques, LLC	StaffCircle	LCB DEPOT 31 RUTLAN STREET LEICESTER, LE1 1RE, United Kingdom	HRIS	\$0.00
Numet Machining Techniques, LLC	Lincoln Life Insurance Company	PO BOX 0821 CAROL STREAM, IL 60132	Insurance Co. STD/Life	\$0.00
Numet Machining Techniques, LLC	Sun Life Financial	PO BOX 7247-0381 PHILADELPHIA, PA 02481-9106	Insurance Co. STD/Life	\$2,284.81
Numet Machining Techniques, LLC	Cigna	900 COTTAGE GROVE RD BLOOMFIELD, CT 06002	Cigna Medical	\$0.00
Numet Machining Techniques, LLC	Cigna	900 COTTAGE GROVE RD BLOOMFIELD, CT 06002	Cigna Dental	\$0.00
Numet Machining Techniques, LLC	Cigna	900 COTTAGE GROVE RD BLOOMFIELD, CT 06002	Cigna HRA	\$0.00
Numet Machining Techniques, LLC	VSP	3333 QUALITY DR RANCHO CORDOVA, CA 95670-9757	Insurance Co. Vision	\$0.00
Numet Machining Techniques, LLC	American Workers Master Contract Group	2 NORTHFIELD PLAZA SUITE 255 NORTHFIELD, IL 60093	Union	\$0.00
Numet Machining Techniques, LLC	Advanced Benefit Strategies Inc (ABS125)	30 MILL STREET, UNIONVILLE, CT 06085	Flexible Spending Account	\$0.00
Numet Machining Techniques, LLC	Charter Oak Financial	330 WHITNEY AVENUE #600, HOLYOKE, MA 01040	Broker Life (Lincoln/Union)	\$0.00
Numet Machining Techniques, LLC	Sinclair Risk & Financial	35 THORPE AVENUE WALLINGFORD, CT 06492	Broker Medical, Dental, Vision, STD, Life	\$7,524.71
Numet Machining Techniques, LLC	Engineered Sytems Intergrators, Inc	150 W MAIN ST BRANFORD, CT 06405	Fire Alarm System	\$1,767.27
Numet Machining Techniques, LLC	JOHNSON CONTROLS SECURITY SOLUTIONS	PO BOX 371967 PITTSBURGH, PA 15250-7967	Burglar Alarm System	\$0.00
Numet Machining Techniques, LLC	Fire Protection Team	1701 HIGHLAND AVENUE CHESHIRE, CT 06410	Sprinkler Sytem	\$382.86
Numet Machining Techniques, LLC	Barone Services	7 FIELD DR WOODBRIDGE, CT 06525	Lawn Maintenance	\$957.15
Numet Machining Techniques, LLC	Patterson Maintenance Services, Inc	PO BOX 195 AVON, CT 06001	Cleaning Company	\$4,313.56
Numet Machining Techniques, LLC	Aaron Supreme Container Co.	410 ELLA T GRASSO BLVD, NEW HAVEN, CT 06519	Storage trailers	\$0.00
Numet Machining Techniques, LLC			Software Contract	
Numet Machining Techniques, LLC	SYNERGY RESOURCES	320 CARLETON AVENUE, Suite 6200 Central Islip, NY 11722		\$1,212.00
Numet Machining Techniques, LLC	INFOR (US) INC	NW 7418 PO BOX 1450 MINNEAPOLIS, MN 55485-7418	Software Contract	\$55,436.05
Numet Machining Techniques, LLC	EPICOR SOFTWARE CORPORATION	ATTN VINNY MILANO 804 LAS CIMAS PARKWAY AUSTIN, TX 78746	Software Contract	\$37,365.92
AeroCision Parent, LLC	Transportation Ins. Co. (CNA)	20 FENCHURH ST, LONDON, EC3M 3BY, UNITED KINGDOM	Commercial Property	\$0.00
AeroCision Parent, LLC	American Casualty Co. Of Reading, Pa (CNA)	20 FENCHURH ST, LONDON, EC3M 3BY, UNITED KINGDOM	Workers' Compensation	\$0.00

AeroCision Parent, LLC	Valley Forge Ins. Co. (CNA)	20 FENCHURH ST, LONDON, EC3M 3BY, UNITED KINGDOM	Commercial General Liability	\$0.00
AeroCision Parent, LLC	The Continental Casualty Co. (CNA)	20 FENCHURH ST, LONDON, EC3M 3BY, UNITED KINGDOM	Commercial Automobile	\$0.00
AeroCision Parent, LLC	The Continental Insurance Co. (CNA)	200 GLASTONBURY BLVD, STE. 200, GLASTONBURY, CT 06033	Umbrella Liability	\$0.00
AeroCision Parent, LLC	Federal Ins. Co. (Chubb)	3 MOUNTAINVIEW RD, WARREN, NJ, 07059	Business Travel Accident	\$0.00
AeroCision Parent, LLC	Allied World Assurance Company (US) Inc.	199 WATER ST, 25TH FL, NEW YORK, NY, 10038-3516	Environmental Liability	\$0.00
AeroCision Parent, LLC	Travelers Casualty & Surety Co. Of America	1 TOWN SQ 2MS, HARTFORD, CT, 06183-0001	ERISA Bond	\$0.00
Numet Machining Techniques, LLC	Beazley Ins. Co.	30 BATTERSON PARK RD, FARMINGTON, CT, 06032	ERISA Bond	\$0.00
Numet Machining Techniques, LLC	Ace Property & Casualty Ins. Co. (Chubb)	1133 AVENUE OF THE AMERICAS, NEW YORK, NY, 10036-6710	Aviation	\$0.00
AeroCision Parent, LLC	XI Specialty Ins. Co.	190 S LA SALLE ST, STE 3900, CHICAGO, IL, 60603-3431	Special Contingency Risks	\$0.00
AeroCision Parent, LLC	American International Group UK Ltd. (AIG)	THE AIG BUILDING, 58 FENCHURCH ST, LONDON, EC3M 4AB UNITED KINGDOM	Management Liability	\$0.00
AeroCision Parent, LLC	American International Group UK Ltd. (AIG)	THE AIG BUILDING, 58 FENCHURCH ST, LONDON, EC3M 4AB UNITED KINGDOM	Aircraft Products Liability	\$0.00
AeroCision Parent, LLC	Navigator's Insurance Company	ONE HARTFORD PLAZA, HARTFORD, CT 06155	Marine Cargo	\$0.00
AeroCision Parent, LLC	Beazley (Lloyd's Syndicate)	30 BATTERSON PARK RD, FARMINGTON, CT, 06032	Cyber Liability	\$0.00
AeroCision Parent, LLC	National Casualty Company (E-Risk)	227 RTE 206, FLANDERS, NJ, 07836	Employment Practices Liability	\$0.00
AeroCision Parent, LLC	Sompo	1221 AVENUE OF THE AMERICAS, 18TH FL, NEW YORK, NY 10020-1001	D&O (Sompo)	\$0.00