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IT IS SO ORDERED.

Dated: July 24, 2026



*Beth A. Buchanan*

Beth A. Buchanan  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

|                                 |   |                            |
|---------------------------------|---|----------------------------|
| In re:                          | : | Chapter 11                 |
|                                 | : |                            |
| MAGELLAN AEROSPACE, MIDDLETOWN, | : | Case No. 26-11937          |
| INC.,                           | : |                            |
|                                 | : |                            |
| Debtor.                         | : | Honorable Beth A. Buchanan |

**ORDER APPOINTING STRETTO, INC. AS CLAIMS AND NOTICING AGENT  
EFFECTIVE AS OF PETITION DATE [RELATED TO DOCKET NO. 21]**

Upon the application (the “**Section 156(c) Application**”)<sup>1</sup> of the debtor in possession in the above-captioned chapter 11 case (the “**Debtor**”), for entry of an order (this “**Order**”), pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002 and the Local Rules, appointing Stretto, Inc. (“**Stretto**”) as the Claims and Noticing Agent in this Chapter 11 Case effective as of the Petition Date, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

claim filed in this Chapter 11 Case, and (c) provide such other administrative services as required by the Debtor that would fall within the purview of services to be provided by the Clerk's office; all as more fully set forth in the Section 156(c) Application; and upon the Declaration submitted in support of the Section 156(c) Application; and upon the First Day Declaration; and this Court having jurisdiction to consider the Section 156(c) Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the General Order 30-7 from the United States Bankruptcy Court for the Southern District of Ohio, dated January 29, 2024; and consideration of the Section 156(c) Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Section 156(c) Application having been provided to the Notice Parties under the circumstances, and it appearing that no other or further notice need be provided; and this Court having held a hearing to consider the relief requested in the Section 156(c) Application (the "**Hearing**"); and upon the record of the Hearing, and all proceedings had before this Court; and this Court having determined that the legal and factual bases set forth in the Section 156(c) Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Section 156(c) Application is **GRANTED** as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached to the Section 156(c) Application, the Section 156(c) Application is granted on a final basis solely as set forth in this Order and solely with respect to the Claims Management and Noticing services set forth in the Services Schedule attached to the Engagement Agreement.

3. Pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, and the Local Rules, the Debtor is authorized to retain Stretto as Claims and Noticing Agent in this Chapter 11 Case, effective as of the Petition Date, under the terms of the Engagement Agreement, and Stretto is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record and otherwise administer the proofs of claim filed in this Chapter 11 Case, and perform all related tasks as set forth in the Section 156(c) Application.

4. Stretto shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this Chapter 11 Case, and is authorized and directed to maintain the official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

5. Stretto is authorized and directed to provide an electronic interface for filing proofs of claim—to the extent necessary—and to obtain a post office box or address for the receipt of proofs of claim.

6. Stretto is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

7. Stretto shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of this Court, the Debtor is authorized to compensate Stretto in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Stretto and the rates charged for each, and to reimburse Stretto for all reasonable and necessary expenses it may

incur, upon the presentation of appropriate documentation, without the need for Stretto to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Stretto shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtor, the U.S. Trustee, counsel for the Debtor, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from this Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Stretto's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtor's chapter 11 estate. Stretto may apply its advance to all prepetition invoices, which advance shall be replenished to the original advance amount, and thereafter, Stretto may hold its advance under the Engagement Agreement during this Chapter 11 Case as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. The Debtor is authorized to indemnify Stretto under the terms of the Engagement Agreement, subject to the following modifications:

- a. Stretto shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify Stretto, or provide contribution or reimbursement to Stretto, for any claim or expense that is

either: (i) judicially determined (the determination having become final) to have arisen from Stretto's bad faith, gross negligence, willful misconduct, bad faith, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of Stretto's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this Chapter 11 Case, Stretto believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Stretto must file an application therefor in this Court, and the Debtor may not pay any such amounts to Stretto before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Stretto for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Stretto. All parties in interest shall retain the right to object to any demand by Stretto for indemnification, contribution, or reimbursement.

13. In the event Stretto is unable to provide the Claims and Noticing Services, Stretto shall immediately notify the Clerk and the Debtor's counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel, subject to the conditions set in paragraph 15 below.

14. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for services that are to be performed by Stretto but are not specifically authorized by this Order.

15. Stretto shall not cease providing Claims and Noticing Services during this Chapter 11 Case for any reason, including nonpayment, without an order of the Court; *provided*,

*however*, that Stretto may seek such an order on expedited notice by filing a request with this Court with notice of such request to be served on the Debtor, the United States Trustee, and any statutory committee appointed in this Chapter 11 Case by facsimile or overnight delivery; *provided, further*, that except as expressly provided herein, the Debtor and Stretto may otherwise terminate or suspend other services as provided under the Engagement Agreement.

16. Within fourteen (14) days of entry of an order dismissing or converting the case or terminating Stretto's services as the Claims and Noticing Agent, or within twenty-eight (28) days of entry of a final decree, Stretto shall (a) forward to the Clerk an electronic version of all imaged claims, (b) upload the creditor mailing list into CM/ECF, and (c) docket a final claims register. Stretto shall further box and transport all original claims to the Dayton Federal Records Center, 3150 Springboro Road, Moraine, Ohio 45439 and docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

17. Notwithstanding the relief granted in this Order, any payment made by the Debtor pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court approving the Debtor's entry into any postpetition debtor in possession financing facility and any budget in connection therewith and/or authorizing the Debtor's use of cash collateral and any budget in connection therewith. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

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

19. Notice of the Section 156(c) Application as provided therein shall be deemed good and sufficient notice of such application and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

21. The Debtor and Stretto are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Section 156(c) Application.

22. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

23. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application and this Order, this Order shall govern.

SO ORDERED.