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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PHILIPPINE AIRLINES, INC.,¹

Debtor.

Chapter 11

Case No. 21-____ (____)

**DEBTOR’S MOTION FOR ENTRY OF AN ORDER (I) GRANTING
ADMINISTRATIVE EXPENSE STATUS TO DEBTOR’S UNDISPUTED
OBLIGATIONS TO VENDORS ARISING FROM THE POSTPETITION DELIVERY
OF GOODS AND SERVICES ORDERED PREPETITION AND (II) AUTHORIZING
DEBTOR TO PAY UNDISPUTED POSTPETITION OBLIGATIONS IN THE
ORDINARY COURSE OF BUSINESS**

Philippine Airlines, Inc., the above-captioned debtor and debtor in possession (the “**Debtor**” or “**PAL**,” and collectively with the Debtor’s non-debtor affiliates, the “**Airline**”) hereby moves (the “**Motion**”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), granting the relief requested below. In support of the Motion, the Debtor relies upon and incorporates by reference the *Declaration of Nilo Thaddeus Rodriguez in Support of First Day Motions and Applications* (the “**First Day Declaration**”),

¹ The Debtor in this chapter 11 case, along with its registration number in the Philippines, is Philippine Airlines, Inc. Philippine Securities and Exchange Commission Registration No. PW 37. The Debtor’s corporate headquarters is located at PNB Financial Center, President Diosdado Macapagal Avenue, CCP Complex, Pasay City 1300, Metro Manila, Philippines.



which was filed with the Court on the Petition Date (as defined herein). In further support of the Motion, the Debtor, by and through its undersigned proposed counsel, respectfully represents:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has 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 Southern District of New York*, dated January 31, 2012. The Debtor confirms its consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 503(b) and 363(c) of title 11 of the United States Code (the “**Bankruptcy Code**”), Bankruptcy Rules 6003 and 6004, and Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”).

Background

4. On September 3, 2021 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee, examiner, or statutory committee has been appointed in this chapter 11 case (the “**Chapter 11 Case**”).

5. The Debtor and its affiliates are the largest airline group in the Philippines and the Debtor is the national flag carrier of the Philippines. Its principal activity is to provide air transportation for passengers and cargo within and outside the Philippines. The Debtor is among the oldest airlines in the Asia Pacific region, having been founded in February 1941. With approximately 4,500 employees and over \$3 billion in annual gross revenue prior to the COVID-19 pandemic, the Debtor is the leading airline in the Philippines airline market.

6. In 2020, the Debtor was confronted with an extraordinary set of circumstances and flight disruptions induced by the COVID-19 pandemic. The COVID-19 crisis has had a catastrophic impact upon the aviation industry, causing major airlines to effectively halt many business operations. For major airlines such as PAL, the dramatic reduction in worldwide air travel caused significant balance sheet losses and created intractable challenges to meeting existing payment obligations.

7. In response to these unprecedented circumstances, PAL undertook a number of cost cutting measures and began discussions with key stakeholders in the hopes of mapping out a healthy future for the Airline. Those discussions, which spanned many months and involved all major stakeholders and their retained professionals, culminated in several restructuring support agreements (the “**RSAs**”) with substantially all of its aircraft lessors and lenders outlining the material terms for a proposed chapter 11 plan of reorganization (the “**Proposed Plan**”). The RSAs and the Proposed Plan contemplate (a) the reduction of the Debtor’s aircraft related obligations by approximately \$2.1 billion, (b) a \$505 million infusion of working capital to fund the Debtor’s ongoing operations during the Chapter 11 Case and upon emergence from its primary shareholder (the “**DIP Lender**”), (c) optimizing the Debtor’s fleet size, composition and ownership costs as required by the new market, (d) maintaining and enhancing the Debtor’s key

contracts and business partners to strengthen the Debtor's viability during the pending COVID-19 pandemic and beyond, and (e) obtaining commitments for a \$150 million exit facility from new investors to ensure PAL has adequate liquidity and runway to complete its restructuring.

8. The Debtor likewise engaged in good faith negotiations with its other critical creditors, including its primary original equipment manufacturers ("**OEM**") and maintenance, repair, and overhaul service providers ("**MRO**"), to ensure that the Debtor continues to obtain the benefit of such critical goods and services. In addition, the OEMs and MROs have agreed to support the Proposed Plan by entering into RSAs, thereby providing additional certainty and predictability to the Debtor's restructuring and Chapter 11 Case.

9. Prior to the Debtor's Chapter 11 Case, the Debtor also (a) engaged in numerous good faith negotiations with a large number of its ordinary course vendors and suppliers, resulting in agreements to extend payment terms to provide the Debtor with additional breathing room and runway to assist it through the COVID-19 pandemic and (b) undertook a resizing of its operations, including the reduction of its workforce by 32%, to meet expected post-COVID-19 operational needs.

10. Additional information regarding the events leading up to the Petition Date is set forth in the First Day Declaration and is incorporated herein by reference.

Relief Requested

11. By this Motion, and pursuant to sections 503(b) and 363(c) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Rule 9013-1 of the Local Rules, the Debtor seeks entry of the Order, substantially in the form attached hereto, (a) granting the vendors and suppliers (collectively, the "**Vendors**") administrative priority status for undisputed obligations arising from outstanding prepetition purchase or service orders (the "**Prepetition Orders**") for the shipment of parts, inventory, supplies, equipment, other goods and services (the "**Goods and**

Services”) delivered or performed after the Petition Date and (b) authorizing, but not directing, the Debtor to pay any undisputed postpetition obligations to Vendors in the ordinary course of business.

12. In connection with the normal operation of its business, the Debtor relies on numerous Vendors to provide the Debtor with Goods and Services for use in the regular operation of the Debtor’s airline business. The Goods and Services, which cover a wide variety of items, are critical to enable the Debtor to operate its business uninterrupted.

13. While it is difficult to estimate the total amount due and owing to Vendors under outstanding Prepetition Orders for Goods and Services ordered prepetition for which delivery or performance will not occur until after the Petition Date, the Debtor submits that the total amount to be paid to the Vendors in connection with the Prepetition Orders, if the requested relief is granted, is *de minimis* compared with the importance and necessity of the Goods and Services. Indeed, even if the Goods and Services had been received in the ordinary course of the Debtor’s business 20 days *before* the Petition Date, the related claims would have received administrative expense priority under section 503(b)(9) of the Bankruptcy Code. The Debtor therefore seeks confirmation that it has the authority, in its sole discretion, to pay all claims arising from the Prepetition Orders.

14. Many of the Debtor’s Vendors operate in foreign countries and many have few or no contacts with the United States. Such vendors may be unfamiliar with the chapter 11 reorganization process generally and its treatment of administrative expenses in particular. As a consequence of the commencement of this Chapter 11 Case, the Vendors may be concerned that Goods and Services purchased or ordered, as applicable, before the Petition Date pursuant to the Prepetition Orders, that are delivered or performed postpetition will render the Vendors general

unsecured creditors of the Debtor's estate on account of those shipments or performance. Other Vendors may not be familiar with the Debtor's ability to satisfy obligations relating to the postpetition delivery or performance of Goods and Services in the ordinary course of business. Accordingly, Vendors may refuse to provide Goods and Services to the Debtor (or may recall shipments thereof) unless the Debtor issues substitute purchase orders postpetition or obtain an order of the Court (a) providing that all undisputed obligations of the Debtor arising from the postpetition delivery or performance of Goods and Services, subject to Prepetition Orders are afforded administrative expense priority under section 503(b) of the Bankruptcy Code and/or (b) authorizing the Debtor to satisfy postpetition obligations in the ordinary course of its business.

15. The relief requested herein is necessary for the successful reorganization of the Debtor's business and will help ensure a continuous supply of materials and services indispensable to the Debtor's operations. The Debtor submits that, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of desired and necessary Goods and Services, including Goods and Services ordered prepetition, are in fact administrative expense priority claims in virtually all cases. Thus, the granting of the relief requested herein will likely not provide the Vendors with any greater priority than they would otherwise have if the relief herein is not granted. Rather, the relief requested is meant to avoid any risks that the Vendors may refuse to provide Goods or Services postpetition to the Debtor. Accordingly, absent such relief, however, the Debtor may be required to expend substantial time and effort to reissue the Prepetition Orders or even obtain multiple orders from the Court to provide the Vendors with the assurance of such administrative priority, causing disruption to the Debtor's business.

Basis for Relief

16. Section 503(b)(1)(A) of the Bankruptcy Code provides administrative expense status to claims for “the actual, necessary costs and expenses of preserving the estate.” Such administrative expenses include, obligations arising in connection with the postpetition delivery, or performance, to the Debtor of goods, supplies, materials, and services, which benefit the Debtor and its estate. These administrative expenses are entitled to second priority status pursuant to section 507(a)(2) of the Bankruptcy Code. Pursuant to section 1129(a)(9)(A) of the Bankruptcy Code, each holder of an allowed administrative claim shall receive cash equal to the allowed amount of such claim on the effective date of the Proposed Plan. Accordingly, the relief sought herein seeks, at most, to alter only the timing, not the amount, of payment due to the Vendors for the postpetition Goods and Services received by the Debtor. In addition, section 105(a) of the Bankruptcy Code gives the Court broad discretion to issue orders necessary to “carry out the provisions of this title.” Moreover, section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). “The Bankruptcy Code is designed to allow a debtor-in-possession the flexibility to engage in ordinary transactions without unneeded oversight by creditors or the court, while at the same time giving creditors an opportunity to contest those transactions that are not ordinary.” *In re Dana Corp.*, 358 B.R. 567, 580 (Bankr. S.D.N.Y. 2006). *See also In re James A. Phillips, Inc.*, 29 B.R. 391, 395 n.2 (S.D.N.Y. 1983) (“Insofar as transactions are actually in the ordinary course, they are authorized automatically by § 363(c)(1) and § 1107(a), and do not require Bankruptcy Court approval.”). Thus, the Bankruptcy Code allows a debtor in possession to use property of the estate in the ordinary course of business without an order of the court.

17. Accordingly, courts in this and other jurisdictions have authorized the relief requested herein in other chapter 11 cases to confirm the applicability of section 503(b) and 363(c) of the Bankruptcy Code. *See, e.g., In re Grupo Aeroméxico, S.A.B. de C.V.*, Case No. 20-11563 (Bankr. S.D.N.Y. July 1, 2020) [ECF No. 36]; *In re LATAM Airline Group S.A.*, Case No. 20-11254 (Bankr. S.D.N.Y. June 28, 2020) [ECF No. 396]; *In re Avianca Holdings S.A.*, Case No. 20-11133 (MG) (Bankr. S.D.N.Y. May 12, 2020) [ECF No. 45]; *In re AMR Corp.*, Case No. 11-15463 (SHL) (Bankr. S.D.N.Y. Nov. 30, 2011) [ECF No. 75]; *In re Loehmann's Holdings, Inc.*, Case No. 10-16077 (Bankr. S.D.N.Y. Nov. 15, 2010) [ECF No. 35]; *In re Uno Restaurant Holdings Corp.*, Case No. 10-10209 (Bankr. S.D.N.Y. Jan. 20, 2010) [ECF No. 29]; *In re Frontier Airlines Holdings, Inc.*, Case No. 08-11298 (RDD) (Bankr. S.D.N.Y. May 15, 2008) [ECF No. 240]; *In re Delta Air Lines, Inc.*, Case No. 05-17923 (PCB) (Bankr. S.D.N.Y. Sept. 16, 2005) [ECF No. 158]; *In re Northwest Airlines, Inc.*, Case No. 05-17930 (ALG) (Bankr. S.D.N.Y. Sept. 15, 2005) [ECF No. 78].²

18. The authorization sought in this Motion will not prejudice the Debtor's ability to contest the validity of any invoices, and it will not extend to any amounts that are disputed by the Debtor or that are in respect of Goods and Services that are not received, or performed, and accepted by the Debtor subsequent to the Petition Date. In addition, the approval sought herein will not constitute postpetition assumption or reaffirmation of any of the related agreements pursuant to section 365 of the Bankruptcy Code. The Debtor is in the process of reviewing these agreements and reserves all of its rights under the Bankruptcy Code with respect thereto.

² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtor's proposed counsel.

19. Based upon the foregoing, the Debtor submits that the relief requested herein is essential, appropriate and in the best interests of the Debtor's estate and creditors, and therefore should be granted.

The Debtor Has Satisfied Bankruptcy Rule 6003(b)

20. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting "a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" within 21 days of filing a petition. Irreparable harm "is a continuing harm which cannot be adequately redressed by final relief on the merits and for which money damages cannot provide adequate compensation." *Kamerling v. Massanari*, 295 F.3d 206, 214 (2d Cir. 2002) (internal quotations omitted). The "harm must be shown to be actual and imminent, not remote or speculative." *Id.*

21. As set forth above, the Debtor believes an immediate and orderly transition into chapter 11 is critical to the viability of its operations and that any delay in granting the relief requested could hinder the Debtor's operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of this Chapter 11 Case could severely disrupt the Debtor's operations at this critical juncture and imperil the Debtor's restructuring as contemplated by the RSAs. Accordingly, the Debtor submits that the relief requested herein is necessary to avoid immediate and irreparable harm, and that Bankruptcy Rule 6003(b) is satisfied.

Reservation of Rights

22. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy

law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estates; (g) a waiver or limitation of the Debtor's, or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtor's or any other party in interest's rights to subsequently dispute such claim.

**Compliance With Bankruptcy Rule 6004(a) and Waiver of Stay Under
Bankruptcy Rule 6004(h)**

23. To implement successfully the relief sought herein, the Debtor requests that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances. The Debtor also requests that, to the extent applicable to the relief requested in this Motion, the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed.

R. Bankr. P. 6004(h). As described above, the relief that the Debtor seeks in this Motion is necessary for the Debtor to operate its business without interruption and to preserve value for its estate. Accordingly, the Debtor respectfully submits that ample cause exists to justify the finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

Notice

24. Notice of this Motion has been provided to the following parties, or, in lieu thereof, their counsel (the “**Notice Parties**”): (a) the Office of the United States Trustee for the Southern District of New York; (b) the holders of the 30 largest unsecured claims against the Debtor; (c) the parties to the RSAs; (d) the DIP Lender; (e) the United States Attorney’s Office for the Southern District of New York; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the Federal Aviation Administration; and (i) any party that has requested service pursuant to Bankruptcy Rule 2002. A copy of this Motion and any order approving it will also be made available on the Debtor’s Case Information Website located at www.kccllc.net/PAL. In light of the nature of the relief requested in this Motion, the Debtor respectfully submits that no further notice is necessary.

No Prior Request

25. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: September 3, 2021
New York, New York

DEBEVOISE & PLIMPTON LLP

By: /s/ Jasmine Ball

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*Proposed Counsel to the Debtor and Debtor
in Possession*

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PHILIPPINE AIRLINES, INC.¹

Debtor.

Chapter 11

Case No. 21-____ (____)

**DEBTOR'S MOTION FOR ENTRY OF AN ORDER (A) GRANTING
ADMINISTRATIVE EXPENSE STATUS TO DEBTOR'S UNDISPUTED
OBLIGATIONS TO VENDORS ARISING FROM THE POSTPETITION DELIVERY
OF GOODS AND SERVICES ORDERED PREPETITION AND (B) AUTHORIZING
DEBTOR TO PAY UNDISPUTED POSTPETITION OBLIGATIONS IN THE ORDINARY
COURSE OF BUSINESS**

Upon the motion (the “**Motion**”)² of Philippine Airlines, Inc., the debtor and debtor in possession in this chapter 11 case (the “**Debtor**”) for entry of an order (this “**Order**”) (a) granting administrative expense status to the Debtor’s undisputed obligations to vendors and suppliers (the “**Vendors**”) arising from the postpetition delivery or performance of goods and services (the “**Goods and Services**”) ordered pursuant to prepetition purchase or service orders (the “**Prepetition Orders**”) and (b) authorizing the Debtor to pay postpetition obligations in the ordinary course of business, all as set forth more fully in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28

¹ The Debtor in this chapter 11 case, along with its registration number in the Philippines, is Philippine Airlines, Inc., Philippine Securities and Exchange Commission Registration No. PW 37. The Debtor’s corporate headquarters is located at PNB Financial Center, President Diosdado Macapagal Avenue, CCP Complex, Pasay City 1300, Metro Manila, Philippines.

² Each capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to it in the Motion.

U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and no other or further notice needing to be provided; and the Court having reviewed the Motion and held a hearing to consider the relief requested in the Motion (the **“Hearing”**); and upon the First Day Declaration and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined that immediate relief is necessary to avoid irreparable harm to the Debtor and its estate as contemplated by Bankruptcy Rule 6003(b) and is in the best interests of the Debtor, its estate, its creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby GRANTED as set forth herein.
2. The Vendors shall be afforded administrative expense priority status, pursuant to section 503(b) of the Bankruptcy Code, with respect to the undisputed obligations of the Debtor for Goods and Services delivered, or performed, and accepted postpetition, including under Prepetition Orders.
3. The Debtor is authorized, but not directed, in its sole discretion, to pay, in its sole discretion, all undisputed obligations arising from the postpetition delivery or shipment by the Vendors of Goods and Services, including shipments of parts, inventory, supplies, equipment, other goods and services consistent with its customary practices in the ordinary course of its business.
4. The Debtor shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly.

5. All applicable banks and other financial institutions are hereby authorized to receive, process, honor, and pay any and all checks, drafts, wires, check transfer requests, or automated clearinghouse transfers evidencing amounts paid by the Debtor under this Order whether presented prior to, on, or after the Petition Date to the extent the Debtor has good funds standing to its credit with banks or other financial institutions. Such banks and financial institutions are authorized to rely on the representations of the Debtor as to which checks are issued or authorized to be paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtor's instructions.

6. Nothing in this Order or any action taken by the Debtor in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtor's rights with respect to such matters are expressly reserved.

7. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

8. Nothing in this Order or the Motion shall be construed as prejudicing the rights of the Debtor to dispute or contest the amount of or basis for any claims against the Debtor in connection with or relating to the delivery or performance of any Goods and Services.

9. Nothing in this Order nor the Debtor's payment of claims pursuant to this Order shall be construed as (a) an agreement or admission by the Debtor as to the validity or priority of any claim on any grounds, (b) a waiver or impairment of any of the Debtor's rights to dispute

any claims on any grounds, (c) a promise by the Debtor to pay any claim, or (d) an implication or admission by the Debtor that such claim is payable pursuant to this Order.

10. The requirements of Bankruptcy Rule 6003 are satisfied by the contents of the Motion.

11. The contents of the Motion and the notice procedures set forth therein are good and sufficient notice and satisfy the Bankruptcy Rules and the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), and no other or further notice of the Motion or the entry of this Order shall be required.

12. Any Bankruptcy Rule (including Bankruptcy Rule 6004(h)) or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective immediately and enforceable upon its entry.

13. The Debtor is authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

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

Dated: _____, 2021
New York, New York

THE HONORABLE [●]
UNITED STATES BANKRUPTCY JUDGE