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*Proposed Counsel to the Debtor and Debtor  
in Possession*

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

In re:

PHILIPPINE AIRLINES, INC.<sup>1</sup>

Debtor.

Chapter 11

Case No. 21-11569 (SCC)

**OMNIBUS CERTIFICATE OF NO OBJECTION**

TO THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE:

Pursuant to 28 U.S.C. § 1746, Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), and in accordance with the United States Bankruptcy Court’s case management procedures set forth in the *Order Implementing Certain Notice and Case Management Procedures*, entered on September 30, 2021 [ECF No. 124], the undersigned counsel for the above-captioned debtor and debtor-in-possession (the “**Debtor**”) hereby certifies as follows:

<sup>1</sup> 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.



1. On September 29, 2021, the Debtor filed the following motions (collectively, the “**Retention Applications**”):

- *Debtor’s Application for Entry of an Order Authorizing the Employment and Retention of Debevoise & Plimpton LLP as Attorneys for the Debtor Effective Nunc Pro Tunc to the Petition Date* [ECF 107].
- *Application of the Debtor Pursuant to 11 U.S.C. § 327(e) and Fed. R. Bankr. P. 2014 and 2016 Authorizing the Debtor to Retain Norton Rose Fulbright US LLP and Norton Rose Fulbright LLP as Special Counsel Effective as of the Petition Date* [ECF 108].
- *Debtor’s Application to Retain and Employ Kurtzman Carson Consultants LLC as Administrative Advisor Effective Nunc Pro Tunc to the Petition Date* [ECF 109].

2. Local Rule 9075-2 provides that a motion or application may be granted without a hearing if (a) no objections or other responsive pleadings have been filed on or before the applicable objection deadline and (b) the attorney for the entity that filed the motion or application complies with such rule.

3. The Retention Applications were served on September 29, 2021, and September 30, 2021 [ECF No. 188] and the notice of hearing [ECF No. 187] was served on October 7, 2021 [ECF No. 192]. The objection deadline for the Retention Applications was October 14, 2021, at 4:00 p.m. (Prevailing Eastern Time) (the “**Objection Deadline**”).

4. As of the filing of this certificate, more than 48 hours have elapsed since the Objection Deadline and, to the best of my knowledge, no objection or other responsive pleading to the Retention Applications have been (a) filed with the Court on the docket of the above-captioned chapter 11 case or (b) served on the Debtor or its counsel.

5. Accordingly, the Debtor respectfully requests entry of the proposed orders granting the relief requested in the Retention Applications, annexed hereto as Exhibit A through Exhibit C (the “**Proposed Orders**”) at the Court’s earliest convenience.

6. If not entered prior to the hearing, the Debtor will seek entry of the Proposed Orders at the hearing scheduled for 10:00 a.m., prevailing Eastern Time, on October 28, 2021, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green New York, NY 10004.<sup>2</sup>

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: October 18, 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*

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<sup>2</sup> In light of the current COVID-19 pandemic, the hearing will be held telephonically.

**EXHIBIT A**

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

In re:

PHILIPPINE AIRLINES, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 21-11569 (SCC)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION  
OF DEBEVOISE & PLIMPTON LLP AS ATTORNEYS FOR THE  
DEBTOR EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “**Application**”)<sup>2</sup> of the Debtor for the entry of an order authorizing the Debtor’s employment and retention of Debevoise & Plimpton LLP (“**Debevoise**”) to serve as its attorneys effective *nunc pro tunc* to the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1; and upon the Ball Declaration; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application and the relief requested therein 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 the Court having reviewed the Application, the Ball Declaration, and the First Day Declaration; and the Court being satisfied based on the representations made in the Application, the Ball Declaration, and the First Day Declaration that (a) Debevoise does not hold or represent an interest adverse to the Debtor’s estate and (b) Debevoise is a “disinterested person” as defined in section 101(14) of the

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the relief requested being in the best interests of the Debtor's estate, its creditors, and other parties in interest; and notice of the Application being adequate and appropriate under the circumstances; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is granted as set forth herein.

2. The Debtor is authorized to employ and retain Debevoise to serve as its attorneys in accordance with the terms and conditions set forth in that certain engagement letter attached hereto as **Exhibit 1** (the "**Engagement Letter**"), effective *nunc pro tunc* to September 3, 2021 (the "**Petition Date**").

3. Debevoise is authorized to render professional services to the Debtor as described in the Engagement Letter. Debevoise will render the following legal services:

- a. advising the Debtor with respect to its powers and duties as debtor in possession in the continued management and operation of its business and properties;
- b. advising and consulting on the conduct of this Chapter 11 Case, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of the creditors and other parties in interest;
- d. taking all necessary action to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor and representing the Debtor's interests in negotiations concerning all litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate;
- e. preparing all pleadings, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtor's estate;
- f. representing the Debtor in connection with obtaining postpetition and exit financing;

- g. advising the Debtor in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtor's estate before those courts;
- i. consulting with the Debtor regarding tax matters;
- j. taking any necessary action on behalf of the Debtor to negotiate, prepare on behalf of the Debtor and obtain approval of a chapter 11 plan, including the Proposed Plan, and all documents related thereto; and
- k. performing all other necessary or otherwise beneficial legal services for the Debtor in connection with the prosecution of this Chapter 11 Case, including (i) analyzing the Debtor's leases and contracts and the assumptions, rejections or assignments thereof, (ii) analyzing the validity of liens against the Debtor, and (iii) advising the Debtor on corporate and litigation matters.

4. Debevoise shall apply for (a) compensation for professional services rendered and (b) reimbursement of expenses incurred in connection with the Debtor's Chapter 11 Case, in both cases subject to the Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures or orders of the Court.

5. Notwithstanding anything in the Engagement Letter to the contrary, Debevoise shall apply any remaining amounts of its prepetition retainers as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first order of the Court granting fees and expenses to Debevoise. Debevoise is authorized without further order of the Court to reserve and apply amounts from the prepetition retainers that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Debevoise for fees or expenses incurred prior to the Petition Date consistent with its ordinary course billing practices.

6. Prior to any increases in Debevoise's rates, Debevoise shall file a supplemental affidavit with the Court and provide ten business days' notice to the Debtor, the U.S. Trustee and

any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether Debevoise's client has consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code.

7. Notwithstanding anything to the contrary in the Engagement Letter, to the extent that Debevoise seeks any termination of services, Debevoise shall seek further approval by the Court by an application that shall set forth the termination of services sought.

8. Notwithstanding anything to the contrary in the Application or Engagement Letter, to the extent that Debevoise uses the services of independent contractors or employees of foreign affiliates (collectively, the "**Contractors**") in these cases, Debevoise (i) shall pass-through the cost of such Contractors to the Debtor at the same rate that it pays the Contractors; (ii) shall seek reimbursement for actual out-of-pocket expenses only; and (iii) shall ensure that the Contractors submit the same connections disclosures as required of professionals by Bankruptcy Rule 2014.

9. The Debtor and Debevoise are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

10. To the extent the Application, the Ball Declaration, the First Day Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

11. Upon its entry, the terms and conditions of this Order shall be immediately effective and enforceable.



12. Notwithstanding anything in the Engagement Letter to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2021  
New York, New York

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

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

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In re:

PHILIPPINE AIRLINES, INC.,

Debtor.<sup>1</sup>

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Chapter 11

Case No. 21-11569 (SCC)

**ORDER PURSUANT TO 11 U.S.C. § 327(e) AND FED. R. BANKR. P. 2014  
AND 2016 AUTHORIZING THE DEBTOR TO RETAIN NORTON ROSE  
FULBRIGHT US LLP AND NORTON ROSE FULBRIGHT LLP AS  
SPECIAL COUNSEL EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “**Application**”)<sup>2</sup> of Philippine Airlines, Inc., as debtor and debtor in possession (the “**Debtor**”), pursuant to section 327(e) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules of the Southern District of New York (the “**Local Rules**”), for entry of an order (this “**Order**”) authorizing and approving the employment and retention of Norton Rose Fulbright US LLP and Norton Rose Fulbright LLP (collectively, “**Norton Rose Fulbright**”) to serve as special counsel to the Debtor in connection with the Special Counsel Matters, effective as of the Petition Date, all as more fully set forth in the Application and the Rosenzweig Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

January 31, 2012 (Preska, C.J.); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing to consider the relief requested in the Application (the “**Hearing**”); and upon the Rosenzweig Declaration filed contemporaneously with the Application, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtor, its estate, creditors, and all parties in interest, and that the legal and factual bases set forth in the 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 Application is granted to the extent set forth herein;
2. The Debtor is authorized, pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, to employ and retain Norton Rose Fulbright as its special counsel in this Chapter 11 Case, effective as of the Petition Date;
3. Norton Rose Fulbright and the other members of the Norton Rose Fulbright Verein do not hold or represent any interest adverse to the Debtor’s estate with respect to the matters upon which Norton Rose Fulbright is to be employed;

4. Norton Rose Fulbright is authorized to act as the Debtor's special counsel to provide services to the extent necessary and as requested by the Debtor, with respect to issues that may arise during the Chapter 11 Case related to the Special Counsel Matters;

5. Norton Rose Fulbright shall be compensated for its services and reimbursed for any reasonable and necessary expenses in accordance with Norton Rose Fulbright's hourly rates and disbursement policies as set forth in the Rosenzweig Declaration, and will file interim and final fee applications for allowance of its compensation and expenses and shall be subject to General Order M-412 (*Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010* (Gonzalez, C.J.)), Administrative Order M- 447 (*Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, dated January 29, 2013* (Morris, C.J.)) (collectively, the "**Fee Guidelines**"), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further orders of the Court;

6. Prior to any increases in Norton Rose Fulbright rates, Norton Rose Fulbright shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Debtor, the United States Trustee and any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtor has consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code;

7. Norton Rose Fulbright shall use its best efforts to avoid any duplication of services provided by any of the Debtor's other retained professionals in this Chapter 11 Case;

8. To the extent that there is any inconsistency between the terms of the Application and this Order, the terms of this Order shall govern;

9. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application;

10. Norton Rose Fulbright shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to Norton Rose Fulbright;

11. Any limitation of liability sections contained in the Engagement Letter dated June 19, 2020 (the “**Engagement Letter**”) are deemed to be of no force or effect with respect to the services to be provided pursuant to this Order;

12. Notwithstanding anything to the contrary in the Engagement Letter, to the extent that Norton Rose Fulbright seeks any termination of services, Norton Rose Fulbright shall seek further approval by the Court by an application that shall set forth the termination of services sought;

13. Notwithstanding anything to the contrary in the Application or Engagement Letter, to the extent that Norton Rose Fulbright uses the services of independent contractors or employees of foreign affiliates (collectively, the “**Contractors**”) in this case, Norton Rose Fulbright (i) shall pass-through the cost of such Contractors to the Debtor at the same rate that it pays the Contractors; (ii) shall seek reimbursement for actual out-of-pocket expenses only; and (iii) shall ensure that the Contractors are subject to the same conflict checks and disclosures as required of professionals by Bankruptcy Rule 2014;

14. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of the Local Rules are satisfied by such notice;

15. Notwithstanding and applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry;

16. The relief granted herein shall be binding upon any chapter 11 trustee appointed in this Chapter 11 Case, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of this Chapter 11 Case to a case under chapter 7; and

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

Dated: \_\_\_\_\_, 2021  
New York, New York

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT C**



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

In re:

PHILIPPINE AIRLINES, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 21-11569 (SCC)

**ORDER AUTHORIZING THE DEBTOR TO RETAIN AND EMPLOY KURTZMAN  
CARSON CONSULTANTS LLC AS ADMINISTRATIVE ADVISOR EFFECTIVE *NUNC  
PRO TUNC* TO THE PETITION DATE**

Upon the application (the “**Application**”)<sup>2</sup> of Philippine Airlines, Inc. (“**PAL**”), the debtor and debtor in possession (the “**Debtor**”) in the above-captioned case (the “**Chapter 11 Case**”), for entry of an order (this “**Order**”) granting the employment and retention of Kurtzman Carson Consultants LLC (“**KCC**”) as administrative advisor (“**Administrative Advisor**”) *nunc pro tunc* to the Petition Date pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1, all as more fully described in the Application; and upon the Gershbein Declaration submitted in support of the Application; and this 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 Southern District of New York*, dated January 31, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

<sup>1</sup> 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.

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

found that the relief requested in the Application is in the best interest of the Debtor's estate, its creditors and other parties in interest; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Debtor is authorized to retain KCC as Administrative Advisor pursuant to section 327(a) of the Bankruptcy Code effective *nunc pro tunc* to the Petition Date under the terms of the Service Agreement, and KCC is authorized to perform the bankruptcy administration services described in the Application and set forth in the Service Agreement.
3. KCC is authorized to take such other action to comply with all duties set forth in the Application.
4. This Order shall not apply to any services KCC was authorized to render pursuant to any order approving the Section 156(c) Application.
5. KCC shall apply to this Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred in this Chapter 11 Case after the Petition Date in connection with this Application in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Amended Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses to Professionals*, dated December 21, 2010, the

*Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York*, dated effective February 5, 2013, (the “**Amended Guidelines**”), and any orders entered in this Chapter 11 Case regarding professional compensation and reimbursement of expenses.

6. KCC shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to KCC.

7. The Debtor shall indemnify KCC in accordance with the terms of the Service Agreement, as modified pursuant to this Order.

8. All requests by KCC for the payment of indemnification as set forth in the Service Agreement shall be made by means of an application to this Court and shall be subject to review by this Court to ensure that payment of such indemnity conforms to the terms of the Service Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided*, that in no event shall KCC be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty, gross negligence or willful misconduct.

9. In the event that KCC seeks reimbursement from the Debtor for attorneys’ fees and expenses in connection with the payment of an indemnity claim pursuant to the Service Agreement, the invoices and supporting time records for the attorneys’ fees and expenses shall be included in KCC’s own applications, both interim and final, and these invoices and time records shall be subject to the Amended Guidelines and the approval of this Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys’ services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

10. KCC shall not be entitled to reimbursement by the Debtor for any fees, disbursements or other charges of KCC's counsel other than those incurred in connection with a request of KCC for payment of indemnity.

11. Notwithstanding any provision to the contrary in the Service Agreement, any dispute relating to the services provided by KCC shall be referred to arbitration consistent with the terms of the Service Agreement only to the extent that this Court does not have, retain or exercise jurisdiction over the dispute.

12. The limitation of liability section in paragraph IX of the Service Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

13. Prior to any increases in KCC's rates, KCC shall file a supplemental affidavit with the Court and provide 10 business days' notice to the Debtor, the United States Trustee and any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether KCC's client has consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code.

14. The contents of the Application satisfy the requirements of Bankruptcy Rule 6003(b).

15. Notice of the Application satisfied the requirements set forth in Bankruptcy Rule 6004(b).

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

17. The Debtor and KCC are authorized to take all actions necessary to carry out the relief granted in this Order in accordance with the Application.

18. In the event of any inconsistency between the Service Agreement, the Application and this Order, the terms of this Order shall govern.

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

Dated: [●], 2021  
New York, New York

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE