

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

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<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>WAYPOINT LEASING</b>	:	<b>Case No. 18-13648 (SMB)</b>
<b>HOLDINGS LTD., et al.,</b>	:	
	:	<b>(Jointly Administered)</b>
<b>Debtors.<sup>1</sup></b>	:	
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**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 327, 328 AND 330  
AUTHORIZING DEBTORS TO EMPLOY PROFESSIONALS USED IN THE  
ORDINARY COURSE OF BUSINESS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the motion (the “**Motion**”)<sup>2</sup>, dated December 23, 2018 [ECF No. 165] of Waypoint Leasing Holdings Ltd. and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 105(a), 327, 328, and 330 of title 11 of the United States Code (the “**Bankruptcy Code**”), for an order (i) authorizing the Debtors to establish certain procedures for the Debtors to retain and compensate those professionals that the Debtors employ in the ordinary course of business **identified on Exhibit 1** (collectively, the “**Ordinary Course Professionals**”), effective as of the Petition Date, without (a) the submission of separate retention applications or (b) the issuance of separate retention orders for each individual Ordinary Course Professional, and (ii) compensate and reimburse Ordinary Course Professionals without individual fee applications, all as more fully set forth in the Motion;

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are set forth on Exhibit A to the Motion.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or in the *Second Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552, Fed. R. Bankr. P. 2002, 4001, 6003, 6004, and 9014, and L. Bankr. R. 2002-1, 4001-2, 9013-1, 9014-1, and 9014-2 (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the “**Interim DIP Order**”), as applicable.



and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 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 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 Motion 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 Motion; and the attorneys for the Debtors having filed a declaration pursuant to 28 U.S.C. § 1746 indicating that no objection to the Motion had been filed [ECF No. 210]; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, 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, [SMB: 1/8/19]

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted to the extent set forth herein.
2. The Debtors are authorized, but not directed, to employ the Ordinary Course

Professionals listed on **Exhibit 1** hereto in the ordinary course of their business in accordance with the following procedures (the “**Procedures**”), *nunc pro tunc* to the Petition Date:

- (i) Within thirty (30) days after the later of (a) the entry of this Order and (b) the date on which the Ordinary Course Professional commences services for the Debtors, each Ordinary Course Professional shall provide the following to the Debtors’ attorneys: (1) an affidavit (the “**OCP Affidavit**”), substantially in the form annexed hereto as **Exhibit 2** certifying that the Ordinary Course Professional does not represent or hold any interest adverse to the Debtors or their estates with respect to the matter(s) on which such

professional is to be employed and (2) a completed retention questionnaire (the “**Retention Questionnaire**”), substantially in the form annexed hereto as **Exhibit 3**.

- (ii) Upon receipt of an OCP Affidavit, the Debtors will file the same with the Court and serve a copy on (a) the United States Trustee for Region 2 (the “**U.S. Trustee**”) and (b) counsel for the DIP Agent (collectively, the “**Reviewing Parties**”).
- (iii) If a party wishes to object to the retention of an Ordinary Course Professional, such party shall, within seven (7) days after the filing of the applicable OCP Affidavit (the “**Retention Objection Deadline**”), file with the Court and serve on (a) the attorneys for the Debtors and (b) the relevant Ordinary Course Professional (or its counsel if known) (together, the “**Objection Recipients**”) a written objection stating, with specificity, the legal and/or factual bases for such objection. If no objection to the retention of an Ordinary Course Professional is filed with the Court and served on the Objection Recipients before the Retention Objection Deadline, the retention and employment of such professional shall be deemed approved without further order of the Court.
- (iv) If a timely objection to the retention of an Ordinary Course Professional is filed with the Court and served on the Objection Recipients, and such objection cannot be resolved within fourteen (14) days after the Retention Objection Deadline, the matter will be scheduled for adjudication by the Court at the next available hearing.
- (v) No Ordinary Course Professional may be paid any amount for invoiced fees and expenses until the Ordinary Course Professional has been retained in accordance with these Procedures.
- (vi) The Debtors are authorized to retain an Ordinary Course Professional and to compensate such Ordinary Course Professional, without formal application to the Court, 100% of the fees and 100% of the expenses incurred upon the submission to, and approval by, the Debtor of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred (without prejudice to the Debtors’ right to dispute any such invoices); provided, however, that the Ordinary Course Professional’s total compensation and reimbursements will not exceed \$50,000 for each month starting from the first full month following the Petition Date (the “**Monthly Cap**”).
- (vii) To the extent an Ordinary Course Professional’s total compensation and reimbursements are less than the OCP Monthly Cap, the amount

by which such compensation and reimbursements are below the OCP Monthly Cap may be carried over to successive periods, subject at all times to the OCP Total Cap (as defined herein). The OCP Total Cap may be increased by mutual agreement between the Debtors and the U.S. Trustee; provided that the Debtors shall file a notice with the Court of any such agreed increase.

- (viii) In the event that an Ordinary Course Professional's fees and expenses exceed the OCP Monthly Cap for any month during these chapter 11 cases, (a) the Debtors may pay the Ordinary Course Professional's fees and expenses owed for such month up to the OCP Monthly Cap; and (b) the Ordinary Course Professional will file with the Court a fee application, to be heard on notice, on account of the fees and expenses in excess of the OCP Monthly Cap and apply for compensation and reimbursement of such amount in compliance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**"), *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330*, and all orders of the Court.
- (ix) Payment to any one Ordinary Course Professional shall not exceed \$300,000 for the entire period in which these Chapter 11 Cases are pending (the "**OCP Total Cap**"), subject to further order of the Court. In the event that an Ordinary Course Professional's fees and expenses exceed the OCP Total Cap, such Ordinary Course Professional shall be required to file a separate retention application to be retained as a professional pursuant to section 327 of the Bankruptcy Code.
- (x) Within thirty (30) days after the end of each quarterly period, the Debtors will file a statement with the Court and serve the same on the Reviewing Parties, certifying the Debtors' compliance with the terms of the relief requested herein. The statement shall include for each Ordinary Course Professional (a) the name of such Ordinary Course Professional and (b) for each quarterly period, the aggregate amounts paid as compensation for services rendered and as reimbursement of expenses incurred by such professional.
- (xi) If the Debtors seek to retain an Ordinary Course Professional not already listed on **Exhibit 1** hereto, the Debtors will file with the Court and serve on the Reviewing Parties **an application to retain** ~~a notice listing~~ those additional Ordinary Course Professionals ~~to be added to the initial list of Ordinary Course Professionals~~ (the "**OCP List Supplement**"), along with the attendant OCP Affidavits and Retention Questionnaires. [SMB: 1/8/19]

- (xii) If a party wishes to object to the retention of an Ordinary Course Professional listed on an OCP List Supplement, such party shall, within seven (7) days after the filing of the applicable OCP List Supplement, file with the Court and serve on the Objection Recipients a written objection stating, with specificity, the legal and/or factual bases for such objection. If no timely objection to the retention of an Ordinary Course Professional listed on an OCP List Supplement is filed with the Court and served on the Objection Recipients, **the Debtor may submit a proposed order and CNO to the Court.**~~the retention and employment of such professional shall be deemed approved without further order of the Court. Any Ordinary Course Professional retained pursuant to an OCP List Supplement will be paid in accordance with the terms and conditions set forth in these Procedures.~~**[SMB: 1/8/19]**

3. Entry of this Order and approval of the Procedures does not affect the Debtors' ability to (i) dispute any invoice submitted by an Ordinary Course Professional or (ii) retain additional Ordinary Course Professionals from time to time as needed, and the Debtors reserve all of their rights with respect thereto.

4. The form of OCP Affidavit and Retention Questionnaire are approved.

5. Notwithstanding anything to the contrary contained herein, any payments made or to be made by the Debtors under this Order, and any authorization contained in this Order, shall be in compliance with, and shall be subject to the Interim DIP Order, and the documentation in respect of the Debtors' DIP Facility.

6. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or

rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

7. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

8. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

10. The 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: **January 8, 2019**  
New York, New York

**/s/ STUART M. BERNSTEIN**  
HONORABLE STUART M. BERNSTEIN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Ordinary Course Professionals**

Name	Address	Service
Advokatfirman Lindahl KB	Master Samuelsgatan 20, PO Box 1065, SE 101 39, Stockholm	Legal services for Swedish law matters
Arendt & Medernach	14 Rue Erasme, L-2082 Luxembourg	Legal services for Luxembourg law matters
AZMI & Associates	14th Floor, Menara Keck Seng, 55100 Kuala Lumpur, Malaysia	Legal services for Malaysian and Labuan aviation and general law matters
Bloomfield Law Practice	15 Agodogba Avenue, Parkview, Ikoyi, Lagos Nigeria, South Africa	Legal services for Nigeria aviation law matters
Buddley Finlay	PwC Tower, 188 Quay Street, PO Box 1433, Auckland 1140, New Zealand	Legal services for New Zealand aviation law matters
Cascione Puluno Boulos Advogados	Av. Brg. Faria Lima, 4440 - Itaim Bibi, São Paulo - SP, 04538-132, Brazil	Legal services for Brazil aviation law matters
CMS Cameron McKenna Nabarro Olswang LLP	Cannon Place 78 Cannon Street London EC4N 6AF United Kingdom	Legal services for Hong Kong and China aviation law matters
Daugherty,Fowler,Peregrin,Haught & Jenson	100 N Broadway, Suite 2000, Oklahoma City, OK 73102	Legal services for FAA law matters.
Ganado Advocates	171 Old Bakery Street, Valletta VLT 1455, Malta	Legal services for Malta aviation and general law matters.
Herbert Smith Freehills	Level 4 600 St Kilda Road Melbourne, Victoria 3004	Legal services for Australian aviation and general law matters.
Holman Fenwick Willan LLP	Blue Tower, Avenue Louise 326, Box 19, B-1050 Brussels	Legal services for UK aviation law matters.
JunHe LLP	26/F HKRI Centre One, HKRI Taikoo Hui, 288 Shimen Road (No.1), Shanghai 200041, P.R. China	Legal services for China aviation and general law matters.
Kettani Law Firm	Societe Civile Professionnelle, 8 Rue Laheen El Basri, 20000 Casalanca, Morocco	Legal services for Morocco aviation law matters.
Leahy Lewin Lowin Sullivan Lawyers	Level 5 Pacific Place, Cnr. Musgrave Street & Champion Parade, PO Box 1173, Port Moresby NCD Papua New Guinea	Legal services for Papua New Guinea aviation law matters.
Loyens & Loeff	18-20 Rue Edward Steichen, L-2540, Luxembourg, Kirchberg	Legal services for general Luxembourg law matters.



Loyens and Loeff (USA)	555 Madison Avenue, 27th floor, New York, NY 10022	Legal services for general Luxembourg law matters.
Machado, Meyer, Sendacz E Opice Advogados	Rua Da Consolacao, 247 10 andar, CEP 01301 903 Sao Paulo, SP Brazil	Legal services for general Brazilian legal law matters.
Maples and Calder	PO Box 309, Ugland House, Grand Cayman, KY1-1104	Legal services for Cayman Island general law matters.
MIRANDA & ASSOCIADOS	Av. Marginal 141 Torres Rani Office Tower, 7th Floor T2 Maputo Mozambique	Legal services for Mozambique aviation law matters.
MJM Barristers & Attorneys	Thistle House, 4 Burnaby Street, Hamilton HM 11, PO Box HM 1564	Legal services for Bermuda general law matters.
Norton Rose Fulbright LLP	24th floor, Rembrandt Tower, Amstelplein 1, 1096 HA Amsterdam, the Netherlands PO Box 94142, 1090 GC Amsterdam, the Netherlands	Legal services for Dutch law matters.
Plesner Law Firm	Amerika Plads 37, DK 2100, Copenhagen	Legal services for Danish and Greenland aviation law matters
Pryor Cashman LLP	Times Square Tower, New York, NY 10036	Legal services for US employee immigration matters.
Rodrigo, Elias & Medrano Abogados	Av San Felipe 758, Lima 11 Peru	Legal services for Peru aviation law matters
Studio Pierallini	Viale Leigi 28, 1-00198 Roma, Rome	Legal services for Italian aviation law matters
Watson Farley & Williams	15 Appold Street London EC2A 2HB	Legal services for UK aviation law matters
Watson, Farley & Williams S.L.	C/ María de Molina, 4 28006 Madrid	Legal services for Spanish aviation law matters
Watson, Farley & Williams S.L.	250 West 55th Street New York, NY 10019	Legal services for US aviation law matters
Webber Wentzel	10 Fricker Road, Illovo Boulevard, Johannesburg, 2196	Legal services for South African aviation and general law matters
Wiersholm AS	Ruselokkveien 26, PO Box 1400 Vika, NO 0115 Oslo, Norway	Legal services for Norway aviation law matters

**Exhibit 2**

**Ordinary Course Professional Affidavit**

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are set forth on Exhibit A to the Motion.

4. The Firm may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in the Debtors' chapter 11 cases. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants or employees of the Debtors, or other parties in interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases. In addition, the Firm does not have any relationship with any such person, such person's attorneys, or such person's accountants that would be adverse to the Debtors or their estates with respect to the matters on which the Firm is to be retained.

5. Neither I, nor any principal of, or professional employed by the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than principals and regular employees of the Firm.

6. Neither I nor any principal of, or professional employed by the Firm, insofar as I have been able to ascertain, holds or represents any interest materially adverse to the Debtors or their estates with respect to the matters on which the Firm is to be retained.

7. As of the commencement of this chapter 11 case, the Debtors owed the Firm \$\_\_\_\_\_ in respect of prepetition services rendered to the Debtors.

8. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of this inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Affidavit.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Affidavit and Disclosure Statement was executed on \_\_\_\_\_, 2019, at \_\_\_\_\_.

\_\_\_\_\_  
Affiant Name

SWORN TO AND SUBSCRIBED before  
Me this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

**Exhibit 3**

**Retention Questionnaire**

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

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	:
<b>In re</b>	:
	:
<b>WAYPOINT LEASING</b>	:
<b>HOLDINGS LTD., et al.,</b>	:
	:
<b>Debtors.<sup>1</sup></b>	:
-----X	

**Chapter 11**

**Case No. 18-13648 (SMB)**

**(Jointly Administered)**

**RETENTION QUESTIONNAIRE**

TO BE COMPLETED BY PROFESSIONALS EMPLOYED by Waypoint Leasing Holdings Ltd. and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases.

All questions **must** be answered. Please use “none,” “not applicable,” or “N/A,” as appropriate. If more space is needed, please complete on a separate page and attach.

1. Name and address of professional:

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2. Date of retention: \_\_\_\_\_

3. Type of services to be provided:

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are set forth on Exhibit A to the Motion.

4. Brief description of services to be provided:

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5. Arrangements for compensation (hourly, contingent, etc.):

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(a) Average hourly rate (if applicable): \_\_\_\_\_

(b) Estimated average monthly compensation based on prepetition retention (if company was employed prepetition):

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6. Prepetition claims against the Debtors held by the company:

Amount of claim: \$\_\_\_\_\_

Date claim arose: \_\_\_\_\_

Nature of claim: \_\_\_\_\_

7. Prepetition claims against the Debtors held individually by any member, associate, or employee of the company:

Name: \_\_\_\_\_

Status: \_\_\_\_\_

Amount of claim: \$\_\_\_\_\_

Date claim arose: \_\_\_\_\_

Nature of claim: \_\_\_\_\_

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8. Disclose the nature and provide a brief description of any interest adverse to the Debtors or to their estates for the matters on which the professional is to be employed:

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9. Name and title of individual completing this form:

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Dated: \_\_\_\_\_, 2019