18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/10 14:40:40 Docket #0335 Date Filed: 2/5/2019 Pg 1 of 13

Melanie L. Cyganowski, Esq. OTTERBOURG P.C. 230 Park Avenue New York, NY 10169 Telephone: (212) 661-9100 Facsimile: (212) 682-6104

Attorneys for AgustaWestland Malaysia Sdn. Bhd.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	
In re:	x :
WAYPOINT LEASING HOLDINGS LTD., et al.,	•
Debtors.	•
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	х

Chapter 11

Case No. 18-13648 (SMB)

Jointly Administered

LIMITED OBJECTION OF AGUSTAWESTLAND MALAYSIA SDN. BHD. TO THE SUPPLEMENTAL NOTICE OF ASSUMPTION, ASSIGNMENT AND CURE AMOUNT WITH RESPECT TO EXECUTORY CONTRACTS <u>AND UNEXPIRED LEASES OF DEBTORS</u>

AgustaWestland Malaysia Sdn. Bhd. ("<u>AWM</u>"), by and through its undersigned counsel, submits this limited objection (the "<u>Limited Objection</u>") to the *Supplemental Notice of Assumption, Assignment and Cure Amount with Respect to Executory Contracts and Unexpired Leases of Debtors* [ECF No. 299] (the "<u>Supplemental Notice</u>") filed by the above-captioned debtors (collectively, the "<u>Debtors</u>"). In support of the Limited Objection, AWM respectfully states as follows:

Background

1. On November 25, 2018 (the "<u>Petition Date</u>"), the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*. (the "<u>Bankruptcy Code</u>").

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 2 of 13

2. On December 21, 2018, this Court entered an order (the "<u>Bidding Procedures</u> <u>Order</u>") approving the *Motion of Debtors for Entry of Orders Approving: (I) (A) Bidding Procedures, (B) Bid Protections, (C) Form and Manner of Notice of Auction, Sale Transaction, and Sale Hearing, and (D) Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (II) (A) Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Related Relief.* [ECF No. 159.]

3. Pursuant to the Bidding Procedures Order, the Debtors have proposed assuming and assigning various contracts to Macquarie Rotorcraft Leasing Holdings Limited ("<u>Macquarie</u>"), the proposed stalking horse purchaser for substantially all of the Debtors' assets.

4. On December 27, 2018, the Debtors filed a *Notice of Assumption, Assignment, and Cure Amount with Respect to Executory Contracts and Unexpired Leases of Debtors*, which provided an initial list of contracts proposed to be assumed and assigned to Macquarie. [ECF No. 180.] On January 25, 2018, the Debtors filed the Supplemental Notice, which, in relevant part, added certain contracts to the initial list of proposed assignments to Macquarie.

5. Among the newly added contracts in the Supplemental Notice are three (3) contracts to which AWM is identified as a counterparty (collectively, the "<u>AWM Contracts</u>"): (i) an operating lease agreement (the "<u>Operating Lease Agreement</u>") with Waypoint Leasing Labuan 1A Limited ("<u>Waypoint Labuan</u>"), with a proposed cure of \$0.00; (ii) an AW139 Stand-By Full Components Plan (the "<u>AWM/08/18 Contract</u>") with Waypoint Asset Company Number 1 (Ireland) Limited ("<u>WAC No. 1</u>"), with a proposed cure of \$256,500.00; and (iii) a second

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 3 of 13

AW139 Stand-By Full Components Plan (the "<u>AWM/07/18 Contract</u>") with WAC No. 1, with a proposed cure of \$298,809.30.¹

Limited Objection

6. Section 365 of the Bankruptcy Code sets forth the requirements for a debtor's assumption of executory contracts and unexpired leases. 11 U.S.C. § 365(a). Importantly, in the event there is a default under an executory contract or unexpired lease, the Bankruptcy Code prohibits the assumption of such agreement unless certain conditions are satisfied, including the cure of *all* monetary defaults. *See* 11 U.S.C. § 365(b)(1); *In re Ionosphere Clubs, Inc.*, 85 F.3d 992, 999 (2d Cir. 1996). The purpose of this requirement is to bring the subject contract "back into compliance with its terms" and provide the non-debtor party with the benefit of its bargain. *ReGen Capital I, Inc. v. Halperin (In re U.S. Wireless Data, Inc.)*, 547 F.3d 484, 489 (2d Cir. 2008) ("It is particularly important for a bankruptcy court to know to what degree a debtor is in default on an executory contract because a debtor cannot assume such a contract unless the debtor satisfies several statutory conditions designed to make the non-debtor contracting party whole.").

7. By way of this Limited Objection, AWM seeks to clarify the circumstances surrounding the AWM Contracts and the resulting amounts owed to AWM under those contracts, and to avoid any uncertainty going forward.² It is AWM's intention to confer with the Debtors on the points raised herein with an eye to reaching a consensual resolution.

¹ These contracts are listed in <u>Schedule 1</u> of the Supplemental Notice as numbers 1, 377, and 378, respectively.

² The general description herein of contracts to which AWM is a party, or that otherwise affect AWM, including, but not limited to, the AWM Contracts and the Amendments, is not intended to be a substitute or modify any of the terms of said contracts. In the event of any inconsistency or ambiguity between the description or summary herein and the contract or agreement, the terms of such contract or agreement shall control.

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 4 of 13

Operating Lease Agreement

8. Based on the information provided in Schedule 1 of the Supplemental Notice, AWM is not able to identify with certainty the operating lease agreement between AWM and Waypoint Labuan that the Debtors propose to assume and assign. AWM believes that the Debtors may be referring to a lease, pertaining to an aircraft identified as MSN 49029, which expired before the Petition Date in 2017. In fact, on information and belief, there are no unexpired agreements between AWM and Waypoint Labuan as of the Petition Date. Because Section 365 of the Bankruptcy Code does not permit the assumption of an expired lease, AWM objects to the assumption of any lease between the parties on that basis. *See, e.g., In re Stoltz*, 197 F.3d 625, 629 (2d Cir. 1999); *In re Neville*, 118 B.R. 14, 18 (Bankr. E.D.N.Y. 1990) ("Once a lease has been terminated, the Bankruptcy Court does not have the power to revive it even through its equitable powers.").

9. Alternatively, to the extent that (i) the lease identified in the Supplemental Notice is the same as that identified above (*i.e.*, MSN 49029), and (ii) the Debtors dispute that it is expired or that the lease is otherwise assumable, AWM asserts that outstanding invoices in connection with that lease, in the aggregate amount of \$6,665.28, must be cured prior to the assumption of that lease. Copies of the invoices are attached hereto as **Exhibit A**.

AWM/07/18 and AWM/08/18 Contracts

10. In December of 2017, WAC No. 1 entered into a lease agreement with a thirdparty lessee ("<u>Capstone</u>") for the lease of an AW139 helicopter (S/N 31798). In January of 2018, WAC No. 1 entered into a second lease agreement with Capstone for the lease of another AW139 helicopter (S/N 31414).

4

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 5 of 13

11. In June of 2018, WAC No. 1 and AWM entered into the AWM/07/18 Contract through which AWM provides support (*e.g.*, repair, overhaul and replacement spare parts) covering the AW139 helicopter (S/N 31798). In August of 2018, WAC No. 1 and AWM entered into the AWM/08/18 Contract through which AWM provides support (*e.g.*, repair, overhaul and replacement spare parts) covering the AW139 helicopter (S/N 31414).

12. In January of 2019, WAC No. 1, Capstone, and a sub-lessee entered into certain amendments to the AWM/07/18 and AWM/08/18 Contracts (collectively, the "<u>Amendments</u>"). In relevant part, the Amendments provide (with the exception described below) that Capstone, as lessee of the subject helicopters, is now responsible to pay directly to AWM all outstanding amounts due under the past and future invoices relevant to the flying hours flown under the AWM/07/18 and AWM/08/18 Contracts, thereby relieving WAC No. 1 of those obligations.

13. Pursuant to the Amendments, the only obligations currently due and owing to AWM from WAC No. 1 are the outstanding entry fee installments under the AWM/08/18 Contract totaling \$256,500.00 (the "Entry Fee"). This sum appears on the Statement of Account attached hereto as **Exhibit B**, which shows the full amounts due and owing under both the AWM/07/18 and AWM/08/18 Contracts.

14. Accordingly, AWM does not object to the proposed cure amount of \$256,500.00 for the Entry Fee as specified in Schedule 1 of the Supplemental Notice. Based on the Amendments, AWM believes that Schedule 1 of the Supplemental Notice incorrectly states the proposed cure amount for the AWM/07/18 Contract as \$298,809.30. It is incorrect only for the reason that it identifies an obligation for which Capstone, a third-party, has now affirmatively and definitively taken direct responsibility under the Amendments. *See supra* ¶ 12. AWM has

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 6 of 13

no reason to believe that the Amendments are not effective. Thus, for the sole purpose of the Supplemental Notice the correct cure amount for the AWM/07/18 Contract should be \$0.00.

15. On the other hand, if the Amendments are deemed not valid or effective for any reason whatsoever, AWM respectfully submits that the full amounts identified on Exhibit B, as well any and all future invoices due and owing to AWM as of the date of the assumption of the applicable contract, *must* be cured and paid by the Debtors.

16. AWM reserves its rights under the AWM Contracts and the Amendments, and nothing set forth herein shall be construed as a waiver, release, discharge, or disallowance of any and all administrative and/or pre-petition claims against the Debtors. AWM further reserves the right to amend, modify and/or supplement this Limited Objection and to assert such other and further objections as may be appropriate.

WHEREFORE, AWM respectfully requests that the Court (i) deny the proposed assumption and assignment of the AWM Contracts except on the conditions described above, and (ii) grant such other and further relief as it deems just and proper.

New York, New York Dated: February 5, 2019

OTTERBOURG P.C.

By: <u>/s/ Melanie L. Cyganowski</u>

Melanie L. Cyganowski, Esq. 230 Park Avenue New York, NY 10169 Telephone: (212) 661-9100 Facsimile: (212) 682-6104

Attorneys for AgustaWestland Malaysia Sdn. Bhd. 18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 7 of 13

EXHIBIT A

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 8 of 13



Tot Motion 11000049900 Date S0 11 2017 Consect Targe Laburan, Halian Tarjung Batu, 8700002827 Solves For Halian Laburan, Halian Tarjung Batu, 8700002827 Our Gray Down War, marce Catabase Change War, marce Catabase Change Catabase Change Mall Ary StA Date VAS0002827 Solves For Marce Catabase Change REF./ITEM DeLivered P/N DeScripTion UMM Question Information is for the purpose of GST*** Total Incl. GST Mail Endl, GF YOUR PROPERTY Below Information is for the purpose of GST*** Total Incl. GST (MYR & 20.24368) GST (MYR & 20.24368) GST (MYR & 20.24368) Catabase Change Catabase Change Catabase Change Catabase Change Deliver Indemation is for the purposed GST***	AgustaWestland GST Reg No: 000 Old Cargo Complex, SA 47200 Subang, Selango Phone (603) 7842-3026	AS Airport, r Darul Ehsan, Malaysia.	(784659-A)		Tax Inv	oice			Agu Old 4720	t: Regional Logist staWestland Mala Cargo Complex, 5 00 SUBANG, SEL AYSIA	ysia Sdn. Bhd.	ISAN
1100004990 30.11.2017 Wargonit Lesing Labura, Jalan Tahung Batu, B7300 LABUAR, B7	Tax Invoice	Date	Customer					Shipped to				
Cutoter Case YA-S0002287 50008287 Latrumber 30 Gays Billing Dete Bereficial Westman Malaysia Side Bild CETTBANK BERNAD S0450 Kuala Lumpur. Malaysia Currecore USD Currecore Aguitativestime Malaysia Side Bild CETTBANK BERNAD S0450 Kuala Lumpur. Malaysia Currecore USD U.M. Bereficial Westman Aguitativestime Malaysia Currecore USD USD REF./TEM DELIVERED PIN DESCRIPTION U.M. Quantity UNIT PRICE DISC. % TOTAL VALUE 771080285 SG9560V00231 (SR) SN: 2000040(037) FWD RIGHT FLOAT N 1.000 1.572.00 1.572.00 1.572.00 ST Total Incl. GST GST Total Incl. GST GST Total Incl. GST S,00 % 1.572.00 1.572.00 1.572.01 ST Total Incl. GST Total Incl. GST KMT @ 0.24388 387.07 MYR 1.686.32 1.686.32 Total Excl. GST (MYR @ 0.24388) 3.87.07 MYR Frees Wegtr Net Wegtr Demonstore Pagerk	1100004990	30.11.201	7 Tiara Lab	uan, Jalan Tanjun								
Contract												

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 9 of 13



AgustaWestland Malaysia Sdn. Bhd. (784659-A)

GST Reg No: 000546578432 Old Cargo Complex, SAAS Airport, 47200 Subang, Selangor Darul Ehsan, Malaysia. Phone (603) 7842-3026 Fax (603) 7842-3029

Tax Invoice

Plant: Regional Logistic Centre AgustaWestland Malaysia Sdn. Bhd. Old Cargo Complex, SAAS Airport 47200 SUBANG, SELANGOR DARUL EHSAN MALAYSIA

<i>Tax Invoice</i> 1100004991	Date 30.11.2017	V. Ti 87	Customer Shipped to Waypoint Leasing Labuan 1A Limited Tiara Labuan, Jalan Tanjung Batu, 87000 LABUAN MALAYSIA								
Our Order	Code	IVI	ALAYSIA								
YA50008287	50008287										
VAT number											
Customer Contract					Terms of Payment 30 days Billing Date	Ş	Ag Cl ⁻ 165	nficiary Name ustaWestland Malaysia Sdr FIBANK BERHAD 5 Jalan Ampang 450 Kuala Lumpur, Malaysia	Account N.: Swift Code :	CITIMYKL	Currency USD
REF./ITEM	DELI	VERED P/N		DESCRIPTION		U.M.	QUANTITY	UNIT PRICE	DISC. %	TOTAL	VALUE
771080286 10	Total Excl. GST GST	YOUR PROPE NED nation is for the (MYR @ /0,24	e purpose of GST**** 24368) 6.451,08 MYR			N	1,000	1.572,00 6,00 %			1.572,00 1.572,00 1.572,00 94,32 1.666,32
Shipment Package Gross Weight					Net Weight	L		Dimensions		en man de la composition de la composit	Page N.
0,000					0,000			Contrations			1/1

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 10 of 13

To: Honde 1100004992 Date 30 11:2017 Control Control 30 11:2017 Description (Labora) Alary Ball, 30 000/867 Style#/s S	GST Reg No: 000 Old Cargo Complex, SA	AS Airport, or Darul Ehsan, Malaysia.	(784659-A)		Tax Inv	oice			Agu Old 472	ht: Regional Logistic Centre staWestland Malaysia Sdn. Bhd. Cargo Complex, SAAS Airport 00 SUBANG, SELANGOR DARUL "AYSIA	EHSAN		
1100004992 30.11.2017 Trait Labura, Alian Tanjung Batu, MLAYSIA Our Over Oxe	Tax Invoice	Date	1			Shipped to							
Locate VA8000827 Locate Southard Locate Variante Locate Locate Locate Locate Locate <thlocate< th=""> Locate Locate</thlocate<>	1100004992	30.11.201	7 Tiara Lab	uan, Jalan Tanjur									
With number Gummer Gummer <th co<="" td=""><td>Our Order</td><td>Code</td><td>MALAYSI</td><td>A</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th>	<td>Our Order</td> <td>Code</td> <td>MALAYSI</td> <td>A</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Our Order	Code	MALAYSI	A								
Control Terris of Poyment Material State Relation Material State Relation Control Control Control Control USD 30 days Billing Date 30 days Billing Date State Meassing State Meassing Account N Control USD REF./ITEM DELIVERED P/N DESCRIPTION U.M. QUANTITY UNIT PRICE DISC. % TOTAL VALUE 771080287 10 8G9560V00431 (SR) SIN : 2000069(080) AFT RIGHT FLOAT N 1,000 1,572,00 1,572,00 Total Excl. GST GST Total Incl. GST MATERIAL OF YOUR PROPERTY BEING RETURNED SIN : 2000069(080) Total Incl. GST 1,666,32 Total Incl. GST MATERIAL OF YOUR PROPERTY BEING RETURNED GST (MYR @ /0.24368) 6.45108 MYR GST (MYR @ /0.24368) 6.45108 MYR GST (MYR @ /0.24368) 6.45108 MYR Grass Wagerid Met Wagerid Datemations Page M	YA50008287	50008287											
REF./TEM DELIVERED P/N DESCRIPTION U.M. QUANTITY UNIT PRICE DISC. % TOTAL VALUE 77/1090287 10 8G9660V00431 (SR) S/N : 2000069(06D) AFT RIGHT FLOAT N 1,000 1,572,00 <td< td=""><td>VAT number</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>	VAT number												
T77 1080287 Dim Dim <th< td=""><td>Customer Contract</td><td></td><td></td><td></td><td></td><td></td><td></td><td>Ag CI1 165</td><td>ustaWestland Malaysia Sdr FIBANK BERHAD 5 Jalan Ampang</td><td>Account N.: Swift Code : CITIMYKL</td><td></td></th<>	Customer Contract							Ag CI1 165	ustaWestland Malaysia Sdr FIBANK BERHAD 5 Jalan Ampang	Account N.: Swift Code : CITIMYKL			
10 8G9560V00431 (SR) S/N : 2000069(060) AFT RIGHT FLOAT N 1,000 1.572,00 1.572,00 Total Excl. GST GST Total Excl. GST GST Total Incl. GST 6,00 % 1.572,00 MATERIAL OF YOUR PROPERTY BEING RETURNED Total Incl. GST 1.666,32 MATERIAL OF YOUR PROPERTY BEING RETURNED 1.666,32 GST (MYR @ /0,24368) 6 451,08 MYR GST (MYR @ /0,24368) 6 451,08 MYR Total Incl. GST (MYR @ /0,24368) 6 638,15 MYR Shpment Package Gross Weight Dumensons Page N.	REF./ITEM	DELIVERED P/N DESCRIPTIC					U.M.	QUANTITY	UNIT PRICE	DISC. % TOTA	L VALUE		
S/N : 2000069(060) If A HARSH HERMIN If A HARSH HERMIN If A HARSH HERMIN Total Excl. GST GST Total Excl. GST GST If A HARSH HERMIN If A HARSH HERMIN MATERIAL OF YOUR PROPERTY BEING RETURNED Total Incl. GST If A HARSH HERMIN If A HARSH HERMIN MATERIAL OF YOUR PROPERTY BEING RETURNED Total Incl. GST If A HARSH HERMIN If A HARSH HERMIN MATERIAL OF YOUR PROPERTY BEING RETURNED If A HARSH HERMIN If A HARSH HERMIN If A HARSH HERMIN MATERIAL OF YOUR PROPERTY BEING RETURNED If A HARSH HERMIN If A HARSH HERMIN If A HARSH HERMIN GST (MYR @ /0.24368) 6.451,08 MYR If A HARSH HERMIN If A HARSH HERMIN GST (MYR @ /0.24368) 6.451,08 MYR If A HARSH HERMIN If A HARSH HERMIN Shipment Package Gross Weight Net Weight Dimensions Page N.	771080287			1997 - 1997 - 1997 - 1997 - 1997 - 29		n na kata da mangan kata kata kata kata kata kata kata ka							
Total Excl. GST GST Total Incl. GST 1.572,00 94,32 MATERIAL OF YOUR PROPERTY BEING RETURNED 1.666,32 MATERIAL OF YOUR PROPERTY BEING RETURNED 1.666,32 MATERIAL OF YOUR PROPERTY BEING RETURNED 1.666,32 Stipment Total Incl. GST MATERIAL OF YOUR PROPERTY BEING RETURNED 1.666,32 MATERIAL OF YOUR PROPERTY BEING RETURNED 1.666,32 Total Excl. GST (MYR @ /0,24368) 6.451,08 MYR GST (MYR @ /0,24368) 387,07 MYR Total Incl. GST (MYR @ /0,24368) 6.838,15 MYR Dimensions Page N.	10			AFT RIGHT FL	OAT		N	1,000	1.572,00		1.572,00		
MATERIAL OF YOUR PROPERTY BEING RETURNED MATERIAL OF YOUR PROPERTY BEING RETURNED Image: Construction of the purpose of GST**** Image: Construction of the purpose of GST**** ****Below Information is for the purpose of GST (MYR @ /0,24368) 6.451,08 MYR GST (MYR @ /0,24368) 387,07 MYR Total Incl. GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6.838,15 MYR Image: Construction of the purpose of GST (MYR @ /0,24368) 6				GST					6,00 %		1.572,00 94,32		
Total Excl. GST (MYR @ /0,24368) 6.451,08 MYR GST (MYR @ /0,24368) 387,07 MYR Total Incl. GST (MYR @ /0,24368) 6.838,15 MYR Shipment Package Gross Weight Net Weight Dimensions Page N.													
GST (MYR @ /0,24368) 387,07 MYR Total Incl. GST (MYR @ /0,24368) 6.838,15 MYR Shipment Package Gross Weight Net Weight Dimensions Page N.		****Below Inform	nation is for the purpos	e of GST****									
GST (MYR @ /0,24368) 387,07 MYR Total Incl. GST (MYR @ /0,24368) 6.838,15 MYR Shipment Package Gross Weight Net Weight Dimensions Page N.		Total Excl. GST	(MYR @ /0.24368)	6.451.08 MYR									
Total Incl. GST (MYR @ /0,24368) 6.838,15 MYR Shipment Package Gross Weight Net Weight Dimensions Page N.													
				·									
	Shir	L	Packan	e	Gross Weiaht	Net Weight			Dimensions		Page N		
					0,000	0.000					1/ 1		

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 11 of 13



AgustaWestland GST Reg No: 000 Old Cargo Complex, SA/ 47200 Subang, Selangor Phone (603) 7842-3026	\S Airport, ⁻ Darul Ehsan, Malaysia.	. (784659-A)		Tax Invo	bice			Agu Old 4720	t: Regional Logistic staWestland Malay Cargo Complex, SA 200 SUBANG, SELA AYSIA	sia Sdn, Bhd AS Airport	ISAN
Tax Invoice	Date	Customer					Shipped to				
1100004993	30.11.201		it Leasing Labuan buan, Jalan Tanjur ABUAN								
Our Order	Code	MALAYS	SIA								
YA50008287	50008287										
VAT number	1										
Customer Contract					<i>Terms of Payment</i> 30 days Billing Date		Agu CIT 165	<i>ficiary Name</i> ustaWestland Malaysia Sdr IBANK BERHAD i Jalan Ampang 50 Kuala Lumpur, Malaysia	Account N.:		Currency USD
REF./ITEM	DEL	IVERED P/N		DESCRIPTION		U.M.	QUANTITY	UNIT PRICE	DISC. %	TOTAL	VALUE
771080288								anna an an Anna			
10	8G9560V0033 ⁻ 2000035(036)	1 (SR)	AFT LEFT FLC	AT		N	1,000	1.572,00			1.572,00
		YOUR PROPERTY	Total Excl. GS GST Total Incl. GS1					6,00 %			1.572,00 1.572,00 94,32 1.666,32
	BEING RETUR										
	****Below Inform	nation is for the purpo	se of GST****								
	Total Excl. GST	(MYR @ /0,24368)	6.451,08 MYR								
	GST	(MYR @ /0,24368)	387,07 MYR								
	Total Incl. GST	(MYR @ /0,24368)	6.838,15 MYR								
Shipn	nent	Packa	ge	Gross Weight	Net Weight			Dimensions	<u> </u>		Page N.
				0,000	0,000						1/1

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 12 of 13

ų

1.40 M

EXHIBIT B

18-13648-smb Doc 335 Filed 02/05/19 Entered 02/05/19 14:49:48 Main Document Pg 13 of 13

袋 LEONARDO

WAYPOINT ASSET COMPANY NUMBER 1 (50008323) 8 RIVERPOINT, BISHOPS QUAY LIMERICK V94WC6A IRELAND

Contact Person: WP Account Payables

E-mail Address: WP Account Payables <ap@waypointleasing.com>

STATEMENT OF ACCOUNT AS AT 31.12.2018

Reference	Document Number	Document Date	Amount in doc. curr.	Document currency	Remarks
230439075	1300015452	08.10.2018	50,413.80	USD	Waypoint>YA60035-10>Apr Till Sept 2018
230439079	1300015453	08.10.2018	298,809.30	USD	Waypoint>YA60036-10>Apr Till Sept 2018
230444820	1300015691	14.11.2018	16,695.10	USD	Waypoint>YA60035-10>Oct 2018
230444827	1300015692	14.11.2018	33,487.10	USD	Waypoint>YA60036-10>Oct 2018
230449057	1300015958	12.12.2018	256,500.00	USD	Waypoint>Entry Fee for S/N 31414>2nd till 4th Instalment
230449109	1300015959	12.12.2019	11,532.60	USD	Waypoint>YA60035-10>Nov 2018
230449110	1300015960	12.12.2020	54,337.60	USD	Waypoint>YA60036-10>Nov 2018
230452231	1300016236	31.12.2018	12,725.70	USD	Waypoint>YA60035-10>Dec 2018
230452232	1300016237	31.12.2018	37,130.00	USD	Waypoint>YA60036-10>Dec 2018
Total Amount O	utstanding As Al	31,12,2018	771,631.20	USD	

.

SUMMARY - AMOUNT DUE	Amount in doc. curr.	Document currency
Total Spares/ Tools/ Others As At 31.12.2018	771,631.20	USD
GRAND TOTAL AS AT 31.12.2018	771,631.20	USD

AgustaWestland Malaysia Sān Bhd Lot 1&2, Helicopter Center, Sultan Abdul Aziz Shah Airport, 47200 Subang, Selangor, Malaysia. Tel: 603-7831 0010 Fax: 603-7734 6149

Leonardo - Finmeccanica - Societa per azioni Registered Head Office: Piazza Monte Grappa, 4 - 00195 Rome - Italy Tel +39 06 324731 - Fax +39 06 3208621

Date : 07.01.2019