

ACCENTURE LLP  
1350 Avenue of the Americas  
Suite 2500  
Telephone: (212) 284-1136  
Facsimile: (212) 284-1144  
Michael B. Cox

*Corporate Advisor to the Debtors*

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

**In re:**

**WAYPOINT LEASING HOLDINGS LTD., et al.,  
  
Debtors<sup>1</sup>.**

**Chapter 11**

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

**(Jointly Administered)**

**SUMMARY SHEET PURSUANT TO UNITED STATES TRUSTEE GUIDELINES FOR  
REVIEWING APPLICATIONS FOR COMPENSATION AND  
REIMBURSEMENT OF EXPENSES FILED UNDER 11 U.S.C. §§ 330 AND 331**

**FIRST INTERIM APPLICATION**

<b>NAME OF APPLICANT:</b>	Accenture LLP
<b>TIME PERIOD - INTERIM:</b>	November 25, 2018 through and including March 31, 2019
<b>ROLE IN THE CASE:</b>	Corporate Advisor to the Debtors

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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 Application.



**CURRENT INTERIM  
APPLICATION:**

Total Fees Requested: \$2,547,064.51  
Total Expenses Requested: \$12,412.67

**PRIOR APPLICATIONS:**

N/A  
Total Compensation Paid to Date: \$0.00

**PERSONNEL:**

For the Period of November 25, 2018 through and including March 31, 2019

<u>Professional</u>	<u>Title</u>	<u>Billable</u>	<u>Rate</u>	<u>Fees</u>
<b><u>Services Billed Hourly</u></b>				
Katherine Bonneville	Managing Director	233.0	1,100.00	256,300.00
Martin Kuehne	Managing Director	182.0	1,100.00	<u>200,200.00</u>
Chargeable Hourly Fees		<u><b>415.0</b></u>		<u><b>456,500.00</b></u>
<b><u>Fixed-Fee Services</u></b>				
Michael Cox	Managing Director	100.1		
Michael Oestreich	Senior Principal	<u>100.9</u>		
Corporate Advisory Retainer Fee				
Monthly Rate			150,000.00	
Number of Months (12/7/2018 through 3/13/2019)			3.2	481,129.03
Deposit held				<u>(150,000.00)</u>
Net Corporate Advisory Retainer Fee		<u><b>201.0</b></u>		<u><b>331,129.03</b></u>
Success Fee				2,000,000.00
Credit 50% of Retainer Fee in excess of month 6			3.2	<u>(240,564.52)</u>
Net Success Fee				<u>1,759,435.48</u>
<b>Total Fees</b>		<u><b>616.0</b></u>		<u><b>2,547,064.51</b></u>
			<b>Out-of-Pocket Expenses</b>	<u><b>12,412.67</b></u>
			<b>Fees and Expenses Due</b>	<u><b>2,559,477.18</b></u>

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Michael B. Cox

*Corporate Advisor to the Debtors  
and Debtors in Possession*

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

**In re:**

**WAYPOINT LEASING HOLDINGS LTD., et al.,  
  
Debtors.**

**Chapter 11**

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

**(Jointly Administered)**

**FIRST APPLICATION OF ACCENTURE LLP AS CORPORATE ADVISOR FOR THE  
DEBTORS AND DEBTORS IN POSSESSION FOR INTERIM ALLOWANCE OF  
COMPENSATION AND REIMBURSEMENT OF EXPENSES**

TO THE HONORABLE STUART M. BERNSTEIN ,  
UNITED STATES BANKRUPTCY JUDGE:

Accenture LLP (“**Accenture**”), corporate advisor to Waypoint Leasing Holdings Ltd. and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), for its interim application (the “**Application**”), pursuant to sections 330(a) and 331 of title 11 of the United States Code (the “**Bankruptcy Code**”) and rule 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), for the interim allowance of compensation for professional services performed by Accenture during the period commencing November 25, 2018 through and including March 31, 2019 (the “**Interim Compensation Period**”) and for reimbursement of its actual and necessary expenses incurred during the Interim Compensation Period, respectfully represents:



### **BACKGROUND**

1. On November 25, 2018 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 Cases.

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

3. The Debtors’ chapter 11 Cases have been jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

4. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 Cases is set forth in the Declaration of Todd K. Wolynski Pursuant to L. Bankr. R. 1007-2 (the “**Wolynski Declaration**”) [ECF No.14] and the Declaration of Robert A. Del Genio in Support of First Day Motions and Applications [ECF No. 15] (the “**Del Genio Declaration**” and, together with the Wolynski Declaration, the “**First Day Declarations**”), which are incorporated herein by reference.

5. Accenture has served as the Debtors’ corporate advisor since the Petition Date. The Court approved the Debtors’ application to retain and employ Accenture as their corporate advisor [ECF No. 298] (the “**Retention Application**”) by order, dated March 27, 2019 [ECF No. 553] (the “**Retention Order**”). The Retention Order authorizes the Debtors to compensate and reimburse Accenture in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Fee Guidelines (defined below). The Retention Order also authorizes the Debtors

to compensate Accenture for services rendered and to reimburse Accenture for its reasonable and necessary expenses incurred, at Accenture's normal hourly rates and disbursement policies, subject to application to this Court. The Retention Order authorizes Accenture to provide the following services:

a. General Advisory Services

- i. Performing analysis of the Debtors' debt financing agreements and OEM obligations, including mark-to-market under multiple scenarios including a valuation of the underlying collateral for each agreement and/or obligation
- ii. Performing analysis and valuation of each of the Debtors' lease arrangements with customers including net present value of existing rental streams and expected future residual values
- iii. Creating a claims analysis of each of the Debtors' debt transactions and any under-collateralization or over-collateralization valuation for use in negotiation and potential alternative restructuring scenarios
- iv. Developing lender negotiation strategies for multiple scenarios including counterparty motivations and interdependency of fleet negotiation strategies to the Debtors' overall business plan
- v. Assisting the Debtors and the Debtors' advisors in negotiating with lender and OEM counterparties
- vi. Assisting the Debtors and the Debtors' advisors in developing appropriate presentations in conjunction with counterparty negotiations
- vii. Assisting the Debtors and the Debtors' advisors in negotiation and closing agreements related to aircraft

b. Restructuring Services

- i. Providing strategic advice with regard to restructuring, reorganizing, or refinancing of the Debtors' obligations
- ii. Participating in commercial negotiations with the Debtors' advisors and parties in interest
- iii. Providing testimony as may be requested by the Debtors or required by the Bankruptcy Court in connection with an in-Court restructuring process in support of any plan for reorganization, approval of financing, and/or in support of aircraft refinancing

c. Other Consulting Services<sup>1</sup>

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<sup>1</sup> To be billed hourly as Compensation Consulting services as per section 1.D of the Accenture Engagement Letter dated June 22, 2018 attached hereto as Exhibit F

- i. Talent Management
  - Assisting the management team in reviewing the organizational structure to identify potential changes to support the go-forward business plan
  - Identifying future talent needs and gaps created by the business plan
  - Undertaking specific recruitment planning and talent sourcing activities to identify potential external sources for talent gaps
- ii. Compensation Market Review
  - Conducting an external market review of the level and mix of total compensation, including variable compensation
  - Advising the Debtors regarding changes to base salary and/or target incentives to be competitive within the market
- iii. Key Employee Incentive Plan (“KEIP”)
  - Designing and implementing a KEIP for certain employees during the chapter 11 process
  - Identifying KEIP parameters, including eligibility, target payouts, performance metrics, and payout timing
  - Benchmarking the KEIP to external market practices, including the leasing industry and other chapter 11 cases
  - Modelling project KEIP costs
  - Assisting in the preparation of KEIP documentation for Court approval
- iv. Short-Term Incentive Plan (“STIP”)
  - Designing and implementing a STIP for the 2019 fiscal year
  - Identifying STIP parameters, including objectives, eligibility, target payouts, performance metrics, and payout timing
  - Benchmarking the STIP to external market practices and modelling projected costs
- v. Long-Term Incentives
  - Designing and implementing long-term incentives for senior executives and managers
  - Advising the Debtors on the design and allocation of long-term incentives for key employees, including plan size, eligibility, equity considerations, vesting terms and timing, and termination provisions

- Modelling individual and total allocation of the available share pool
- Reviewing existing severance provisions and agreements and providing recommendations regarding potential changes

**SUMMARY OF REQUESTED PROFESSIONAL COMPENSATION  
AND REIMBURSEMENT OF EXPENSES**

6. This Application has been prepared in accordance with sections 330(a) and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”).

7. By this Interim Application, Accenture seeks allowance in full of interim compensation for professional services rendered to the Debtors during the Interim Compensation Period, in the aggregate amount of \$2,547,064.51, which is comprised of \$331,129.03<sup>2</sup> for fixed-fee services, \$456,500 for services billed hourly, and \$1,759,435.48<sup>3</sup> in net success fees. During the Interim Compensation Period, Accenture professionals expended a total of 616.0 hours for which compensation is requested.

8. The Debtors have paid Accenture \$0.00 for the Interim Compensation Period.

9. During the Interim Compensation Period, Accenture has received no payment and no promises of payment from any source for services rendered or to be rendered in any capacity whatsoever in connection with the matters covered by this Application. There is no

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<sup>2</sup> Net of \$150,000 deposit paid by the Debtors prior to the commencement of chapter 11 proceedings as per section 4.D of the Accenture Engagement Letter

<sup>3</sup> \$2,000,000 to be reduced by 50% of the monthly retainer fee after month six (as measured from the commencement of the Services on June 7 2018, as per section 4 and section 7 of the Accenture Engagement Letter)

agreement or understanding between Accenture and any other person, for the sharing of compensation to be received for services rendered in these cases.

10. The fees charged by Accenture in these cases are billed in accordance with its existing billing rates and procedures in effect during the Interim Compensation Period. The rates Accenture charges for the services rendered by its professionals in these chapter 11 cases are the same or lower than rates Accenture charges for professional services rendered in comparable non-bankruptcy related matters. Such fees are reasonable based on the customary compensation charged by comparably skilled professionals in comparable non-bankruptcy cases.

11. Pursuant to the UST Guidelines, annexed to the U.S. Trustee summary section preceding this Application is a schedule setting forth all Accenture professionals who have performed services in these chapter 11 cases during the Interim Compensation Period, the capacities in which each such individual is employed by Accenture, the hourly billing rate charged by Accenture for services performed by such individual, and the aggregate number of hours expended in this matter and fees billed therefor.

12. Pursuant to the Local Guidelines, a certification regarding compliance with the same is annexed hereto as Exhibit B.

13. Annexed hereto as Exhibit C is a schedule specifying the categories of actual, necessary expenses for which Accenture is seeking reimbursement and the total amount for each such expense category.

14. Pursuant to the UST Guidelines, annexed hereto as Exhibit D is a summary of the number of hours and amounts billed by Accenture during the Interim Compensation Period, organized by project categories.

15. Accenture maintains records of the time spent by all Accenture professionals in connection with the Debtors' chapter 11 cases. Subject to redaction where necessary to protect the Debtors' estate, copies of these records are being furnished to the Court,

to the attorneys for the Committee, and to the United States Trustee, in the format specified by the UST Guidelines.<sup>4</sup>

16. In the Declaration of Michael B. Cox of Accenture in Support of the Application of the Debtors to Employ and Retain Accenture as corporate advisors for the Debtors, dated January 24, 2019 (collectively the “**Cox Declaration**”), Accenture disclosed that as of the date thereof, it held a deposit equal to \$150,000 (Cox Declaration ECF No. 298). Such deposit is being applied against the amounts being requested in this Interim Compensation Application.

### **SUMMARY OF SERVICES**

17. During the Interim Compensation Period, Accenture rendered substantial professional services in furtherance of the Debtors’ reorganization efforts and chapter 11 cases.

18. The following is a summary of the significant professional services rendered by Accenture during the Interim Compensation Period. Exhibit C provides a detailed breakdown of the time devoted to each project category.

a. **General Advisory Services**

- i. Performed valuations of the underlying aircraft collateral for each WAC incorporating factors such as aircraft age, aircraft type, aircraft configuration, and maintenance status
- ii. Performed valuation of the Debtors’ lease arrangements with customers including net present value of existing rental streams and expected future residual values
- iii. Developed adjustment factors to aforementioned valuations to incorporate customers’ credit risk and likelihood to default
- iv. Developed adjustment factors to the valuations to incorporate return expectations of financial investors as well as current interest rates and financing limitations

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<sup>4</sup> Detailed time and expense records are found in Exhibit G, Exhibit H and Exhibit I to this Fee Application

- v. Assisted in developing lender negotiation strategies for multiple scenarios including counterparty motivations and interdependency of fleet negotiation strategies to the Debtors' overall business plan
- vi. Assisted the Debtors and the Debtors' advisors in developing appropriate presentations in conjunction with counterparty negotiations

b. Restructuring Services

- i. Provided strategic advice with regard to composition of the Debtors' future fleet of aircraft
- ii. Provided testimony with regard to the utilization of cash collateral and adequate protection
- iii. Assisted in determining collateral values for multiple scenarios including the computation of potential aircraft-related wind-down costs

c. Other Consulting Services

- i. Talent Management
  - Assisting the management team in reviewing the organizational structure to identify potential changes to support the go-forward business plan
  - Identifying future talent needs and gaps created by the business plan
- ii. Compensation Market Review
  - Conducting an external market review of the level and mix of total compensation, including variable compensation
  - Advising the Debtors regarding changes to base salary and/or target incentives to be competitive within the market
- iii. Key Employee Incentive Plan ("KEIP")
  - Designing and implementing a KEIP for certain employees during the chapter 11 process
  - Identifying KEIP parameters, including eligibility, target payouts, performance metrics, and payout timing
  - Benchmarking the KEIP to external market practices, including the leasing industry and other chapter 11 cases
  - Modelling project KEIP costs
  - Assisting in the preparation of KEIP documentation for Court approval

19. The foregoing professional services performed by Accenture were necessary and appropriate to the administration of these cases. The professional services performed by Accenture were in the best interests of the Debtors and the other parties in interest. Compensation for the foregoing services, as requested, is commensurate with the complexity, importance and nature of the problems, issues or tasks involved. The professional services were performed in an expeditious and efficient manner.

20. As noted, attached hereto is a schedule listing each Accenture professional who performed services in these cases during the Interim Compensation Period, the hourly rate charged by Accenture for services performed by each such individual engaged in services billed on an hourly basis, and the aggregate number of hours and charges by each such individual.

**ACTUAL AND NECESSARY EXPENSES INCURRED BY ACCENTURE**

21. As set forth in Exhibit B hereto, Accenture has disbursed \$12,412.67 as expenses incurred in providing professional services during the Interim Compensation Period. Each of these categories of expenses does not exceed the maximum rate set by the Guidelines. Accenture has made efforts to minimize disbursements in these cases. The actual expenses incurred in providing professional services were necessary, reasonable and justified under the circumstances to serve the needs of the Debtors and other parties in interest.

**THE REQUESTED COMPENSATION AND  
EXPENSE REIMBURSEMENT SHOULD BE ALLOWED**

22. Section 331 of the Bankruptcy Code provides for compensation of professionals and incorporates the substantive standards of section 330 to govern the Court's award of such compensation. 11 U.S.C. § 331. Section 330 provides that a court may award a professional employed under section 327 of the Bankruptcy Code "reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses." *Id.* §



330(a)(1). Section 330 also sets forth the criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded . . . , the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

Id. § 330(a)(3).

23. Accenture respectfully submits that the services for which it seeks compensation in this Application were necessary for, and beneficial to, the Debtors' efforts to reorganize their estates. Accenture performed the services in a timely manner commensurate with the complexity, importance and nature of the issue involved. Accordingly, Accenture further submits that the compensation requested herein is reasonable in light of the nature, extent, and value of such services to the Debtors, their estates and all parties in interest. Accordingly, approval of the compensation sought herein is warranted.

**CONCLUSION**

WHEREFORE Accenture respectfully requests (i) an allowance of compensation for professional services rendered during the Interim Compensation Period in the amount of \$2,547,064.51, and reimbursement of actual and necessary expenses Accenture incurred during the Interim Compensation Period in the amount of \$12,412.67.

Dated: New York, NY  
May 15, 2019

By: /s/ Michael B. Cox  
Michael B. Cox

ACCENTURE LLP  
1350 Avenue of the Americas  
25<sup>th</sup> Floor  
Telephone: (212) 284-1136  
Facsimile: (212) 284-1144

*Corporate Advisor to the Debtors and Debtors in Possession*

**INDEX OF EXHIBITS**

Exhibit A	List of Debtors
Exhibit B	Compliance Certification
Exhibit C	Expense Summary
Exhibit D	Summary of Billed Hours
Exhibit E	Retention Order
Exhibit F	Accenture Engagement Letter
Exhibit G	Record of Expenses Incurred by Accenture Professionals
Exhibit H	Record of Hours Expended by Accenture Professionals for Fixed-Fee Services
Exhibit I	Record of Hours Expended by Accenture Professionals for Hourly Billed Services

**EXHIBIT A**

<b>Debtor</b>	<b>Last 4 Digits of Tax ID Number</b>	<b>Debtor</b>	<b>Last 4 Digits of Tax ID Number</b>
Waypoint Leasing Holdings Ltd.	2899	MSN 760682 Trust	N/A
Waypoint Leasing (Luxembourg) S.à r.l.	7041	Waypoint 2916 Business Trust	N/A
Waypoint Leasing (Ireland) Limited	6600	MSN 920062 Trust	N/A
Waypoint Asset Co 10 Limited	2503	MSN 920125 Trust	N/A
MSN 2826 Trust	N/A	MSN 9229 AS	7652
MSN 2879 Trust	N/A	Waypoint Asset Co 3A Limited	6687
Waypoint Asset Co 11 Limited	3073	MSN 41371 Trust	N/A
MSN 2905 Trust	N/A	Waypoint Asset Euro 1A Limited	9804
Waypoint Asset Co 14 Limited	1585	Waypoint Asset Co 1K Limited	2087
Waypoint Asset Co 15 Limited	1776	MSN 4469 Trust	N/A
Waypoint Asset Co 3 Limited	3471	MSN 6655 Trust	N/A
AE Helicopter (5) Limited	N/A	Waypoint Leasing (Luxembourg) Euro S.à r.l.	8928
AE Helicopter (6) Limited	N/A	Waypoint Asset Co 1A Limited	1208
MSN 31141 Trust	N/A	Waypoint Leasing Labuan 1A Limited	2299
MSN 31492 Trust	N/A	Waypoint Asset Co 1C Limited	0827
MSN 36458 Trust	N/A	Waypoint Asset Co 1D Limited	7018
MSN 760543 Trust	N/A	Waypoint Asset Co 1F Limited	6345
MSN 760551 Trust	N/A	Waypoint Asset Co 1G Limited	6494
MSN 760581 Trust	N/A	Waypoint Asset Co 1H Limited	7349

Debtor	Last 4 Digits of Tax ID Number	Debtor	Last 4 Digits of Tax ID Number
MSN 760628 Trust	N/A	Waypoint Asset Co 1J Limited	7729
MSN 760631 Trust	N/A	MSN 20159 Trust	N/A
MSN 6658 Trust	N/A	Waypoint Asset Funding 6 LLC	4964
Waypoint 760626 Business Trust	N/A	Waypoint Asset Co 7 Limited	9689
MSN 7152 Trust	N/A	Waypoint Asset Euro 7A Limited	2406
MSN 7172 Trust	N/A	Waypoint Asset Co 8 Limited	2532
Waypoint Asset Funding 3 LLC	4960	MSN 31041 Trust	N/A
Waypoint Asset Malta Ltd	5348	MSN 31203 Trust	N/A
Waypoint Leasing Labuan 3A Limited	8120	MSN 31578 Trust	N/A
Waypoint Leasing UK 3A Limited	0702	MSN 760617 Trust	N/A
Waypoint Asset Co 4 Limited	0301	MSN 760624 Trust	N/A
Waypoint Asset Co 5 Limited	7128	MSN 760626 Trust	N/A
Waypoint Leasing Services LLC	8965	MSN 760765 Trust	N/A
MSN 14786 Trust	N/A	MSN 920063 Trust	N/A
MSN 2047 Trust	N/A	MSN 920112 Trust	N/A
MSN 2057 Trust	N/A	Waypoint 206 Trust	N/A
Waypoint Asset Co 5B Limited	2242	Waypoint 407 Trust	N/A
Waypoint Leasing UK 5A Limited	1970	Waypoint Asset Euro 1B Limited	3512
Waypoint Asset Co 6 Limited	8790	Waypoint Asset Euro 1C Limited	1060
MSN 31042 Trust	N/A	MSN 20012 Trust	N/A
MSN 31295 Trust	N/A	MSN 20022 Trust	N/A

Debtor	Last 4 Digits of Tax ID Number	Debtor	Last 4 Digits of Tax ID Number
MSN 31308 Trust	N/A	MSN 20025 Trust	N/A
MSN 920119 Trust	N/A	MSN 920113 Trust	N/A
Waypoint Asset Funding 8 LLC	4776	Waypoint Asset Co Germany Limited	5557
Waypoint Leasing UK 8A Limited	2906	MSN 31046 Trust	N/A
Waypoint Leasing US 8A LLC	8080	MSN 41511 Trust	N/A
Waypoint Asset Company Number 1 (Ireland) Limited	6861	MSN 760608 Trust	N/A
Waypoint Asset Euro 1D Limited	1360	MSN 89007 Trust	N/A
Waypoint Asset Co 1L Limited	2360	MSN 920141 Trust	N/A
Waypoint Asset Co 1M Limited	5855	MSN 920152 Trust	N/A
Waypoint Asset Co 1N Limited	3701	MSN 920153 Trust	N/A
Waypoint Asset Euro 1G Limited	4786	MSN 920273 Trust	N/A
Waypoint Asset Funding 1 LLC	7392	MSN 920281 Trust	N/A
Waypoint Leasing UK 1B Limited	0592	MSN 9205 Trust	N/A
Waypoint Leasing UK 1C Limited	0840	MSN 9229 Trust	N/A
Waypoint Asset Company Number 2 (Ireland) Limited	7847	Waypoint Asset Funding 2 LLC	7783

**EXHIBIT B**

ACCENTURE LLP  
1350 Avenue of the Americas  
Suite 2500  
Telephone: (212) 284-1136  
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Michael B. Cox

*Corporate Advisor to the Debtors  
and Debtors in Possession*

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

**In re:**

**WAYPOINT LEASING HOLDINGS LTD., *et al.*,**

**Debtors.**

**Chapter 11**

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

**(Jointly Administered)**

**VERIFICATION**

Michael B. Cox makes this declaration under 28. U.S.C. §1746, under penalty of perjury, and states:

1. I am Managing Director of the applicant firm, Accenture LLP (“Accenture”), which maintains offices for consulting and corporate advisory services at 1350 Avenue of the Americas, New York, NY 10019. Accenture has acted as corporate advisor to Waypoint Holdings Ltd., *et. al.* (the “Debtors”).

2. This verification is submitted pursuant to Bankruptcy Rule 2016 in connection with Accenture’s Application, dated May 15, 2019, for interim compensation and reimbursement of expenses for the interim period commencing November 25, 2018 through and including March 31, 2019, in accordance with the Fee Guidelines (the “**Application**”).

3. All of the services for which compensation is sought by Accenture were performed for and on behalf of the Debtors and not on behalf of any other person.

4. No agreement or understanding exists between Accenture and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with these cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the Application and Exhibits are true and accurate to the best of my knowledge, information and belief.

Dated: New York, NY  
May 15, 2019

By: /s/ Michael B. Cox  
Michael B. Cox

ACCENTURE LLP  
1350 Avenue of the Americas  
25<sup>th</sup> Floor  
Telephone: (212) 284-1136  
Facsimile: (212) 284-1144

*Corporate Advisor to the Debtors and Debtors in Possession*



**EXHIBIT C**

**ACTUAL AND NECESSARY EXPENSES INCURRED BY  
ACCENTURE LLP ON BEHALF OF THE  
DEBTORS DURING THE INTERIM COMPENSATION PERIOD**

<b><u>Expense Type</u></b>	<b><u>Amount</u></b>
Airfare	9,822.11
Ground Transportation	2,590.56
	<b><u>12,412.67</u></b>

**EXHIBIT D**

**SUMMARY OF HOURS BILLED DURING  
THE INTERIM COMPENSATION PERIOD BY ACCENTURE LLP,  
ORGANIZED BY PROJECT CATEGORY**

<b><u>Project Category</u></b>	<b><u>Hours</u></b>
Case Administration	1.4
Fee/Employment	22.2
Business Analysis	1.1
Corporate Finance	5.8
Fleet	69.1
Unproductive Travel	20.0
Creditors	8.5
Restructuring Strategy Execution	72.9
Compensation Consulting	415.0
	<hr/>
	616.0
	<hr/>

**EXHIBIT E**

**RETENTION ORDER**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
	:	
In re	:	Chapter 11
	:	
WAYPOINT LEASING	:	Case No. 18-13648 (SMB)
HOLDINGS LTD., et al.,	:	
	:	(Jointly Administered)
Debtors. <sup>1</sup>	:	
-----X		

**ORDER PURSUANT TO 11 U.S.C. §§ 327 AND 328 AND FED. R. BANKR.  
P. 2014 AND 2016 AUTHORIZING DEBTORS TO RETAIN ACCENTURE LLP  
AS CORPORATE ADVISOR *NUNC PRO TUNC* TO PETITION DATE**

Upon the application (the “**Application**”),<sup>2</sup> of Waypoint Leasing Holdings Ltd. and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 327(a) and 328 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 Accenture LLP, successor in interest to Seabury Corporate Advisors LLC and/or one or more of its affiliates (collectively, “**Accenture**”), to serve as corporate advisor to the Debtors, effective *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in that certain engagement letter dated as of June 22, 2018 attached to the Application as **Exhibit C** (the “**Engagement Letter**”), all as more fully set forth in the Application, the Cox Declaration, and the *Supplemental Declaration of*

<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 Application.

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



*Michael B. Cox in Support Application of Debtors Pursuant to 11 U.S.C. §§ 327 and 328 and Fed. R. Bankr. P. 2014 and 2016 Requesting Entry of an Order Authorizing Debtors to Retain Accenture LLP as Corporate Advisor for Debtors Nunc Pro Tunc to Petition Date* [ECF No. 549] (the “**Supplemental Cox 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 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 attorneys for the Debtors having filed a declaration pursuant to 28 U.S.C. § 1746 indicating that no objection to the Application had been filed [ECF No. 550]; and upon the Cox Declaration, filed contemporaneously with the Application, the Supplemental Cox Declaration, and the record of the Hearing; and the Court having determined that Accenture does not hold or represent any interest adverse to the Debtors’ estate with respect to the matters upon which it is employed and is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code; 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 Debtors, 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 provided herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, to employ and retain Accenture as corporate advisor in accordance with the terms and conditions set forth in the Application and the Engagement Letter (as modified by this Order), incorporated herein by reference, effective *nunc pro tunc* to the Petition Date.
3. Accenture is authorized to provide the following services:
  - a. General Advisory Services
    - i. Performing analysis of the Debtors' debt financing agreements and OEM obligations, including mark-to-market under multiple scenarios including a valuation of the underlying collateral for each agreement and/or obligation;
    - ii. Performing analysis and valuation of each of the Debtors' lease arrangements with customers including net present value of existing rental streams and expected future residual values;
    - iii. Creating a claims analysis of each of the Debtors' debt transactions and any under-collateralization or over-collateralization valuation for use in negotiation and potential alternative restructuring scenarios;
    - iv. Developing lender negotiation strategies for multiple scenarios including counterparty motivations and interdependency of fleet negotiation strategies to the Debtors' overall business plan;
    - v. Assisting the Debtors and the Debtors' advisors in negotiating with lender and OEM counterparties;
    - vi. Assisting the Debtors and the Debtors' advisors in developing appropriate presentations in conjunction with counterparty negotiations; and
    - vii. Assisting the Debtors and the Debtors' advisors in negotiation and closing agreements related to aircraft.
  - b. Restructuring Services
    - i. Providing strategic advice with regard to restructuring, reorganizing, or refinancing of the Debtors' obligations;

- ii. Participating in commercial negotiations with the Debtors’ advisors and parties in interest; and
- iii. Providing testimony as may be requested by the Debtors or required by the Bankruptcy Court in connection with an in-Court restructuring process in support of any plan for reorganization, approval of financing, and/or in support of aircraft refinancing.

c. Other Consulting Services

- i. Talent Management
  - Assisting the management team in reviewing the organizational structure to identify potential changes to support the go-forward business plan;
  - Identifying future talent needs and gaps created by the business plan; and
  - Undertaking specific recruitment planning and talent sourcing activities to identify potential external sources for talent gaps;
- ii. Compensation Market Review
  - Conducting an external market review of the level and mix of total compensation, including variable compensation; and
  - Advising the Debtors regarding changes to base salary and/or target incentives to be competitive within the market;
- iii. Key Employee Incentive Plan (“**KEIP**”)
  - Designing and implementing a **KEIP** for certain employees during the chapter 11 process;
  - Identifying **KEIP** parameters, including eligibility, target payouts, performance metrics, and payout timing;
  - Benchmarking the **KEIP** to external market practices, including the leasing industry and other chapter 11 cases;
  - Modelling project **KEIP** costs; and
  - Assisting in the preparation of **KEIP** documentation for Court approval;
- iv. Short-Term Incentive Plan (“**STIP**”)
  - Designing and implementing a **STIP** for the 2019 fiscal year;
  - Identifying **STIP** parameters, including objectives, eligibility, target payouts, performance metrics, and payout timing; and
  - Benchmarking the **STIP** to external market practices and modelling projected costs;

v. Long-Term Incentives

- Designing and implementing long-term incentives for senior executives and managers;
- Advising the Debtors on the design and allocation of long-term incentives for key employees, including plan size, eligibility, equity considerations, vesting terms and timing, and termination provisions;
- Modelling individual and total allocation of the available share pool; and
- Reviewing existing severance provisions and agreements and providing recommendations regarding potential changes.

4. The terms of the Engagement Letter are approved except as limited or modified herein.

5. The compensation provisions of the Engagement Letter, including with respect to the Retainer Fees and the Restructuring Success Fee, are hereby approved pursuant to section 328(a) of the Bankruptcy Code; *provided however*, that the United States Trustee shall retain all rights to object to all of Accenture's fees expenses, including without limitation, the Retainer Fees and the Restructuring Success Fee, on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code; *provided, that*, in determining reasonableness, the United States Trustee will take into account Accenture's prepetition services.

6. Notwithstanding anything to the contrary in the Engagement Letter, the Application, the Cox Declaration, or the Supplemental Cox Declaration, to the extent that the Debtors request Accenture to perform any services other than those detailed in the Engagement Letter, the Debtors shall seek further application for an order of approval by the Court for a supplement to the retention and any related modifications to the Engagement Letter and such application shall set forth, in addition to the additional services to be performed, the additional fees sought to be paid.



7. Accenture shall be compensated in accordance with and will file interim and final fee applications for allowance of its compensation and expenses with respect to the hourly consulting services fees and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Amended Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated November 25, 2009 and the Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York, dated June 17, 2013 (collectively, the “**Fee Guidelines**”).

8. Accenture is hereby authorized to keep reasonably detailed time records in half-hour increments and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, of services rendered and will identify each professional rendering services, the category of services rendered and the amount of compensation requested.

9. Prior to any increases in Accenture’s rates for any individual retained by Accenture and providing services in these cases, Accenture shall file a supplemental affidavit with the Court and provide ten business days’ notice to the Debtors, 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 Debtors have 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.

10. Accenture 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 Accenture.

11. Accenture will not seek to use affiliates, independent contractors, subcontractors or subsidiaries of Accenture to perform services under the Engagement Letter without separate Court approval.

12. Notwithstanding anything in the Application or the Engagement letter to the contrary, Accenture shall (i) to the extent that Accenture uses the services of independent contractors, subcontractors or employees of foreign affiliates or subsidiaries (collectively, “**Contractors**”) in these Chapter 11 Cases, pass-through the cost of such Contractors to the Debtors at the same rate that Accenture pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks as required for Accenture; and (iv) file with the Court such disclosures required by Bankruptcy Rule 2014.

13. Notwithstanding anything to the contrary in the Application or Engagement Letter, the Engagement Letter’s applicable indemnification provisions are hereby modified and restated to the extent necessary to give effect to the following:

- a. All requests for payment of indemnity, contribution or reimbursement pursuant to the Engagement Letter shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity, contribution or reimbursement conforms to the terms of the Engagement Letter (as modified and restated by this Order) and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity, contribution or reimbursement is sought; provided, however, in no event shall Accenture be indemnified to the extent the Court determines by final order that any claim or expense has resulted from the bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct on the part of Accenture;
- b. In the event that Accenture seeks reimbursement from the Debtors for attorneys’ fees in connection with a request for payment of indemnity, contribution or reimbursement pursuant to the Engagement Letter (as modified and restated by this Order), the invoices and supporting time records from such attorneys shall be included in Accenture’s application (interim or final as the case may be) and such invoices and time records shall be subject to the Fee Guidelines and the approval of the Court under

the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has 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;

- c. Accenture shall not be entitled to reimbursement by the Debtors for any fees, disbursements and other charges of Accenture's counsel other than those incurred in connection with a request of Accenture for payment of indemnity, retention of the Accenture and preparation of fee applications;
- d. In no event shall Accenture be indemnified if the Debtors or representatives of the estates assert a claim, to the extent the Court determines by final order that such claim for indemnity arose out of Accenture's own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct; and
- e. There shall be no limitation of liability of Accenture with respect to a claim or expense to the extent the Court determines by final order that the indemnification, contribution or reimbursement on account of such claim or expense has resulted from the bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct on the part of Accenture.

14. Notwithstanding anything in the Application or the Engagement Letter to the contrary, for the avoidance of doubt, the Bankruptcy Court shall have jurisdiction over any and all matters arising under or in connection with Accenture's engagement by the Debtors on behalf of the Debtors and the Engagement Letter, including the indemnification provisions outlined in the Engagement Letter.

15. Accenture shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

16. To the extent that there is any inconsistency between the terms of the Application, the Engagement Letter, or this Order, the terms of this Order shall govern.

17. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

18. 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.

19. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to a case under chapter 7.

21. Notwithstanding any provision to the contrary in the Application or the Engagement Letter, the Court shall retain jurisdiction to hear and to determine all matters arising from or related to the implementation of this Order.

Dated: **March 27, 2019**  
New York, New York

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

**EXHIBIT F**

**ACCENTURE ENGAGEMENT LETTER**

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Waypoint Leasing  
June 22, 2018



June 22, 2018

Gary T. Holtzer  
Partner  
Weil, Gotshal & Manges LLP  
New York, NY 10153

**Re: Corporate Advisory Engagement for Waypoint Leasing**

Dear Mr. Holtzer:

We are pleased to provide under this agreement (together with Annex A hereto, this "**Agreement**"), the terms and conditions under which Accenture LLP, successor in interest to Seabury Corporate Advisors LLC and/or one or more of its affiliates (collectively, "**Seabury Consulting**"), will serve as a corporate advisor to Weil, Gotshal & Manges LLP ("**Counsel**") as counsel to Waypoint Leasing Holdings Ltd, and Waypoint Leasing (Ireland) Limited, having offices at 8 Riverpoint Bishops Quay, V94 WC6A Limerick, Ireland ("**Client**", or the "**Company**") and will provide those services described below. Hereinafter, all references to Seabury Consulting shall mean Accenture LLP.

For purposes hereof, the term "**Company**" includes any entity that the Company may form or invest in to consummate a restructuring. This Agreement sets forth below and in any schedules or annexes to this Agreement the terms and conditions under which Seabury Consulting shall provide the services described in Section 1 below to Counsel for the benefit of the Company and supersedes all provisions of any and all prior agreements between and among the parties hereto.

**Section 1. Services.**

Seabury Consulting shall provide the Company, along with its' parent, Waypoint Leasing Holdings Ltd., and its subsidiaries and affiliates (collectively, "**Waypoint**"), and Counsel with advice and assistance (the "**Services**") and deliverables ("**Deliverables**") where and when requested by the Company or Counsel with regard to the following:

**A. General Advisory Services.** Seabury Consulting hereby agrees to provide strategic and tactical advice and services as follows:

- 1) perform analysis of Waypoint's debt financing agreements (the "**WAC Loan Facilities**") and original equipment manufacturer ("**OEM**") obligations including mark-to-market under multiple scenarios including a valuation of the underlying collateral for each agreement and/or obligation;
- 2) perform analysis and a valuation of each of Waypoint's lease arrangements with customers including net present value of existing rental streams and expected future residual values;
- 3) create a claims analysis of each of Waypoint's debt transactions and any under-collateralization/over-collateralization valuation for use in negotiations and potential alternative restructuring scenarios;

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- 4) develop lender negotiation strategies for multiple scenarios including counterparty motivations and interdependency of fleet negotiation strategies to Waypoint's overall business plan;
- 5) assist Waypoint and Counsel in negotiating with lender and OEM counterparties;
- 6) assist Waypoint and Counsel in developing appropriate presentations in conjunction with counterparty negotiations;
- 7) assist Waypoint and Counsel in negotiating and closing revised agreements and/or early return of abandoned aircraft; and
- 8) work with all professionals in conjunction with the various contingency activities

**B. Restructuring Services.** Seabury Consulting hereby agrees to provide the following services in connection with any court supervised restructuring cases commenced with respect to Waypoint (an "**In-Court Restructuring**");

1. provide strategic advice with regard to restructuring, reorganizing or refinancing of Waypoint's obligations;
2. participate in commercial negotiations among Counsel, Waypoint and its creditors, suppliers, lenders, lessors and other interested parties;
3. all of the foregoing activities contained in Section 1A herein; and
4. provide testimony as may be requested by Counsel, Waypoint or required by the Bankruptcy Court in connection with an In-Court Restructuring in support of a debtor's plan for reorganization, approval of debtor-in-possession funding and/or in support of aircraft refinancing.

**C. Supplementary Restructuring Services.** Seabury Consulting shall assist the Company and Counsel in restructuring and negotiating its codeshare partner agreements (a "**Restructuring Assignment**").

**D. Other Consulting Services.** To the extent Waypoint does not already receive such services from its other professional advisors, Seabury Consulting agrees to make available to Waypoint additional consulting services (the "**Other Consulting Services**") as requested by Waypoint or Counsel from time to time on an hourly fee basis pursuant to the hourly rates outlined in Schedule 1 herein. Seabury Consulting shall have no obligation to provide Other Consulting Services unless and until agreed to in writing by Seabury Consulting and the Company. The Other Consulting Services may include the following:

1. Design and implement a key employee retention plan (KERP) and/or key employee incentive plan (KEIP) for selected employees (commencement subject to Section 12)
  - Articulate objectives for the plan design
  - Identify plan design parameters including eligibility, target payouts, performance metrics, payout timing
  - Benchmark external market practices
  - Model projected plan costs
  - Define a process for selecting participants and develop a communication and implementation plan

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- Provide testimony as may be requested by Counsel, Waypoint, or required by the Bankruptcy Court in connection with an In-Court Restructuring in support of a debtor's plan for reorganization, approval of debtor-in-possession financing and/or in support of aircraft refinancing.
- 2. Development of equity-based incentives for the senior team
  - Provide recommendations on the design and allocation of equity incentives for key employees, including plan size, eligibility, type of equity granted, vesting terms and timing, provisions for termination and CIC
  - Model individual and total allocation of the available share pool
  - Review existing severance and CIC provisions/agreements and provide recommendations on potential changes

The above describes Seabury Consulting's complete scope of Services. Any changes to this Agreement shall require a formal Change Request, as set forth in Section 3, below.

**E. Services Not Provided.**

1. The Company acknowledges and agrees that (i) Seabury Consulting is not licensed or certified in any jurisdiction as an accounting or auditing firm; (ii) Seabury Consulting cannot represent or express any opinions or assurances that the Services, or any reports generated thereby, will conform to any recognized third-party accounting standard; (iii) the Services shall be deemed to exclude functions for which Seabury Consulting is not licensed or authorized to provide, including functions that are subject to special licensing or other regulatory oversight, (including but not limited to audit, accounting, investment banking, legal, tax, telecommunications or other regulated services); and (iv) Seabury Consulting will not provide Client or Counsel with legal, tax, or accounting advice of any kind in connection with the Services.
2. For the avoidance of doubt, Seabury Consulting does not engage in any activities that could require registration and/or licensing under applicable law in any jurisdiction, including the Securities Exchange Act of 1934, as amended (the "Act") in the U.S., and shall include those activities outside the U.S. that if governed by the Act would have required registration and/or licensing in the U.S. Such prohibited activities shall include, but are not limited to, soliciting investors on behalf of issuers in connection with raising capital in exchange for equity.

**Section 2. Reserved.**

**Section 3. Change Request Process.**

Seabury Consulting and the Company will follow the following Change Request Process (subject to any order of the Bankruptcy Court in the event of an In-Court Restructuring):

- If either party desires a change to this Agreement after it is executed, the requesting party will submit the Change Request document ("**CR**") to the other party, in the form attached hereto as Schedule 2. The party in receipt of a CR will respond to the other party within five (5) business days indicating whether it will accept the proposed changes. A CR becomes effective when signed by both parties.



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- Each CR will detail the issue and suggested resolution, plus provide both resource and cost estimates.
- No fee adjustments will be made until Seabury Consulting and the Company have mutually agreed and have executed a CR for the proposed change.

**Section 4. Compensation.**

The following fees apply to Seabury Consulting.

- A. Consulting Retainer Fees.** The Company agrees to pay to Seabury Consulting for Services outlined in Section 1.A through 1.C (as applicable) a monthly retainer fee (the "**Retainer Fee**") of one hundred and fifty thousand dollars (\$150,000.00) and each month thereafter during the Term of this Agreement. Fifty percent (50%) of all Retainer Fees paid in respect of any months following the sixth month of Seabury Consulting's engagement under this Agreement shall be credited (without duplication) against any Restructuring Success Fee (as herein defined). For the avoidance of doubt, if the Restructuring Success Fee is not payable, there shall be no crediting of Retainer Fees.
- B. Restructuring Success Fee.** The Company agrees to pay Seabury Consulting a success fee of \$2,000,000 (the "**Restructuring Success Fee**") upon the closing of any Amendment Transaction<sup>1</sup> or Recapitalization Transaction<sup>2</sup>.

<sup>1</sup> For purposes of this Agreement, "Amendment Transaction" means any transaction whereby one or more of the Company's WAC Loan Facilities is amended such that the (x) particular WAC Loan Facility's interest service coverage ratio, borrowing base, minimum cash, minimum net worth, eligible lease, off-lease and LTV covenants and/or debt service covenants are waived and/or amended and/or (y) maturities are extended, in the case of both (x) and (y), but specifically excluding any forgiveness, reduction or other impairment of indebtedness under the WAC Loan Facilities which would constitute a Recapitalization Transaction; provided, however, an Amendment Transaction shall not include any transaction whereby the lenders under the Company's WAC Loan Facilities agree to waive defaults or forbear from exercising remedies for a period of less than 9 months from the date of execution.

<sup>2</sup> For purposes of this Agreement, "Recapitalization Transaction" means any transaction or series of transactions that constitute a recapitalization or restructuring of the debt and/or equity securities and/or other indebtedness, obligations or liabilities (including, without limitation, preferred stock, partnership interests, lease obligations, OEM purchase commitments, executory contracts, trade credit facilities, collective bargaining agreements and other contract or tort obligations) of any entity comprising the Company, including accrued and/or accreted interest thereon, which are outstanding as of the effective date of this Agreement, which recapitalization or restructuring is effected pursuant to an exchange transaction, tender offer, a plan under title 11 of the United States Code (the "Bankruptcy Code"), a solicitation of consents, waivers, acceptances or authorizations, any change of control transaction, any refinancing, repurchase, exchange, conversion to equity, cancellation, forgiveness, retirement and/or any forgiveness, reduction or other impairment of indebtedness under the WAC Loan Facilities, or such other modifications of any agreements or instruments governing any of the equity and/or debt securities and/or other indebtedness of any entity comprising the Company, any Sale Transaction (as defined herein), or any combination of the foregoing transactions, other than an Amendment Transaction. For the avoidance of doubt, (i) a Recapitalization Transaction excludes an Amendment Transaction or a Financing Transaction (as defined herein) and (ii) a Recapitalization Transaction must include, at a minimum, the cancellation, retirement and/or forgiveness, reduction or other impairment of indebtedness under the WAC Loan Facilities.

For purposes of this agreement, "Sale Transaction" means any transaction or series of related transactions that constitute the disposition to one or more third parties (including, without limitation, any person, group of persons, partnership, corporation or other entity, and also including, among others, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company and/or the affiliates of each) in one or a series of related transactions of (a) all or a substantial portion of the equity securities of any entity comprising the Company or any interest held by any entity comprising the Company and/or (b) any significant portion of the assets (including the assignment of any executory contracts) or operations of any entity comprising the Company or any joint venture or partnership or other entity formed by it, in either case, including, without limitation, through a sale or exchange of capital stock, options or assets with or without a purchase option, a merger, consolidation or other business combination, an exchange or tender offer, a recapitalization, the formation of a joint venture, partnership or similar entity, or any similar transaction, including, without limitation, any sale transaction under Sections 363, 1129 or any other provision of the Bankruptcy Code.

For purposes of this Agreement, "Financing Transaction" means (a) any transaction or series of related transactions that constitutes any refinancing of all or any portion of the existing obligations of any entity comprising the Company and/or (b) the placement, raising or issuance of any form of equity, equity-linked or debt securities (including, without limitation, any convertible securities, preferred stock, unsecured, non-senior or subordinated debt securities, and/or senior notes or bank debt) or any loan or other financing, including any debtor in possession financing or exit financing in connection with a case under the Bankruptcy Code by any entity comprising the Company, from any source including, without limitation, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company (whether or not such transaction is effectuated in-court, out-of-court, through the confirmation of a plan of reorganization or otherwise under the Bankruptcy Code, or whether the requisite consents to such transactions are obtained in-court or out-of-court).

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- C. **Fee for Other Consulting Services.** In addition to the compensation provided for under sections 4A. and 4B. of this Agreement, Seabury Consulting will be compensated hourly, pursuant to the hourly rates outlined in Schedule 1 herein, for services provided in connection with the development and/or implementation of any KEIP, KERP, or equity based incentive program for senior management, provided, however, that Martin Kuehne will serve as the primary senior level resource with respect to such services.
- D. **Filing retainer.** Upon execution of this Agreement, the Company shall pay to Seabury Consulting a deposit of one hundred and fifty thousand dollars (\$150,000.00) (the "**Deposit**"). Such Deposit will be credited against any fees and expenses payable by the Company under this Agreement. Any remainder shall be returned to the Company as soon as reasonably practicable after the expiration or termination of this Agreement.
- E. **Wire Transfers.** All payments for services performed under Section 1 shall be paid to Seabury Consulting by the Company, unless otherwise instructed by Seabury Consulting via written instructions, via wire transfer to Seabury Consulting's bank account, unless alternative instructions are made by Seabury Consulting in writing to the Company.
- Accenture LLP  
JP Morgan Chase, NA  
Account #5311314  
ABA # 021000021  
Qualifier: Invoice #

Payments are due upon receipt. All past due payments shall accrue interest until paid in full at the rate of one and one-half percent (1.5%) per month, but not to exceed the highest rate permissible under law. In addition, the Company agrees to pay or reimburse Seabury Consulting for all collection costs incurred by Seabury Consulting, including reasonable attorneys' fees. Past due is defined as payment owed to Seabury Consulting for greater than thirty (30) days.

Counsel shall in no event be obligated to pay any compensation, expense, reimbursement, indemnification or other amounts payable pursuant to this Agreement or otherwise in connection with the Seabury Consulting's engagement hereunder. Seabury Consulting is being retained by Counsel to provide consulting advice to assist Counsel in Counsel's provision of legal services to Waypoint and will report to and take direction from Counsel notwithstanding that Seabury Consulting's fees and expenses will be paid by the Company. Seabury Consulting acknowledges that Counsel has requested that Seabury Consulting bill the Company directly and that the Company pay Seabury Consulting directly for any amounts owed hereunder, and Seabury Consulting has agreed to such request. Seabury Consulting further acknowledges that (a) in connection with the foregoing, the Company has executed and delivered to Seabury Consulting this Agreement pursuant to which the Company is obligated to pay all amounts owed to Seabury Consulting hereunder, and (b) for the avoidance of doubt, notwithstanding anything herein to the contrary, Counsel shall not be responsible for any such amounts and Seabury Consulting shall look only to the Company for payment hereunder.

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**Section 5. Expenses.**

The Company will reimburse Seabury Consulting promptly upon receipt of a monthly written notice for its reasonable and documented out-of-pocket expenses incurred by Seabury Consulting in connection with the services to be rendered under this Agreement. Actual expenses will be invoiced for travel and accommodations, meals and incidentals, duplicating charges, printing costs, computer and research charges, messenger services, long-distance and cellular telephone calls and facsimile charges. Seabury Consulting personnel shall be reimbursed for economy class travel (or its equivalent) except for international travel greater than five (5) hours in duration, in which case Seabury Consulting personnel may be permitted to book in business class. The Company and its representatives shall be entitled to review and/or audit Seabury Consulting's records of actual and documented out-of-pocket expenses during normal business hours. Upon termination of this Agreement, the Company shall reimburse Seabury Consulting only for such expenses incurred or accrued prior to termination. Invoices submitted to the Company pursuant to this Section 5 will, in each case, include adequate detail including employee name, date of expense charge, and expense type. All expense reimbursements shall be payable by the Company immediately upon the Company's receipt of invoice.

**Section 6. Taxes.**

All fees and other payments to be made to Seabury Consulting under this Agreement are to be made in cleared funds, without any deduction, set-off or counterclaim and free and clear and without deduction on account of any "Taxes", levies, fees and withholdings of any nature now or hereafter imposed. If the Company is compelled by law or otherwise to make any such deduction, the Company will pay to Seabury Consulting such additional amounts as are necessary to ensure receipt by Seabury Consulting of the full amount which Seabury Consulting would have received but for the deduction; provided, however, the Company and Seabury Consulting will cooperate in good faith to minimize taxes to the extent legally permissible. "Taxes" shall mean any and all fees (including license, recording, documentation and registration fees), taxes (including, without limitation, income, gross receipts, capital, franchise, net worth, gross profits, sales, rental, use, turnover, value added, ad valorem, property (tangible and intangible), excise, documentary and stamp taxes), licenses, levies, imposts, duties, charges, assessments or withholdings of any nature whatsoever, whether now existing or hereafter adopted, enacted or amended, howsoever imposed, levied or asserted by any government entity or taxing authority together with any and all penalties, fines, additions to tax and interest thereon.

**Section 7. Term.**

The Company shall retain Seabury Consulting's Services under Section 1 from June 7, 2018 through the earlier to occur of (i) the effective date of an out-of-court restructuring; (ii) a Plan of Reorganization for the Company becoming effective, and (iii) the date this Agreement is subject to an early termination by Seabury Consulting or the Company under provisions of Section 8.

**Section 8. Termination or Suspension.**

Subject to Bankruptcy Court approval in the event of an In-Court Restructuring, except as otherwise provided under any separate written agreement with the Company:

- (i) Seabury Consulting and the Company may terminate this Agreement upon mutual written agreement.

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- (ii) Seabury Consulting may suspend or terminate this Agreement at any time if the Company fails to pay any Fees or Expenses within five (5) days of the due date for payment as provided in Section 4, above.
- (iii) Company may terminate the Agreement by written notice to Seabury Consulting without further liability or obligation whatsoever on the part of the Company at any time Company determines in good faith that Seabury Consulting has materially defaulted in the performance of its obligations hereunder provided the Company provides Seabury Consulting seven (7) business days' prior written notice of its intention to terminate this Agreement unless Seabury Consulting remedies any such failure to perform to the satisfaction of the Company within such period ("**Termination for Cause**").
- (iv) Upon expiration or termination of this Agreement for any reason, the Company shall pay Seabury Consulting all fees, including any Restructuring Success Fee except for Termination for Cause, and expense reimbursements that have accrued prior to such termination but remain unpaid.
- (v) Notwithstanding any of the foregoing, Sections 4, 5, 6, 7, 8, 10, 11 and 12 of this Agreement shall survive the expiration or termination of this Agreement.

**Section 9. Governing Law.**

This Agreement, and any claim related directly or indirectly to this Agreement, will be governed by and construed in accordance with the laws of New York without regard to principles of conflicts of law. The Company irrevocably submits to the non-exclusive jurisdiction of any court of New York for the purpose of any suit, action or other proceeding arising out of this letter agreement or our engagement hereunder provided that if the Company commences an In-Court Restructuring and as long as permitted by applicable law, the Bankruptcy Court shall retain jurisdiction over all legal proceedings pertaining to this engagement arising after such case is commenced.

**Section 10. Indemnification.**

The Company and Counsel acknowledge and agree that (i) Seabury Consulting is providing the Services in the general form of research and recommendations, (ii) the Company is otherwise responsible for deciding how to use such research and whether to select and implement such recommendations, and, accordingly, (iii) Seabury Consulting is not making any representations, warranties or guarantees of any kind regarding the success of the research and recommendations provided by Seabury Consulting in connection with the Services, including without limitation, the future performance of the Company. In recognition of the foregoing, the Company agrees to indemnify Seabury Consulting and other parties as provided in the Annex A hereto. Annex A is incorporated by reference into this Agreement.

**Section 11. Confidentiality.**

All information exchanged by Seabury Consulting and the Company or Counsel in connection with this Agreement that is identified as confidential or otherwise reasonably understood to be confidential under the circumstances ("**Confidential Information**") shall be kept confidential by receiving party and its employees using a reasonable standard of care and used solely to provide the Services to the Company and Counsel. No Confidential Information shall be disclosed to any third party without the disclosing party's prior written consent unless, at the time of such disclosure, such information (i) is generally available to and known by

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the public (other than as a result as a disclosure directly or indirectly by the receiving party); (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party (provided such source is not known to be bound by a confidentiality agreement or relationship with the disclosing party); (iii) was known by the receiving party prior to disclosure by the disclosing party; (iv) is otherwise required to be disclosed by law (including by subpoena, civil investigative demand or similar process), in which event the receiving party shall give prompt notice to the disclosing party before disclosure and cooperate in good faith to permit the receiving party to seek a protective order or other appropriate remedy; or (v) subject to prompt confirmation by Seabury Consulting, was exchanged for the purpose of being included in a public filing or otherwise made public in connection with an In-Court Restructuring. The Company also accepts that Seabury Consulting is bound by confidentiality and fiduciary obligations to other clients, and Seabury Consulting is obligated to refrain from using any confidential non-public information obtained from such other engagements to advise the Company. Additionally, Seabury Consulting and the Company each agrees to keep the terms and conditions of this Agreement confidential; provided, however, subject to prompt confirmation by Seabury Consulting, the Company shall be permitted to file this Agreement in connection with any retention of Seabury Consulting in any In-Court Restructuring.

Seabury Consulting acknowledges that the work product produced by Seabury Consulting pursuant to this Agreement is for the purpose of facilitating the rendering by Counsel of legal advice to the Company and constitutes attorney work product, and that any communication to Counsel, including, without limitation, any correspondence, analyses, reports and related materials that Seabury Consulting prepares, constitutes confidential and privileged communications and Seabury Consulting will not disclose the same to any other person except as requested by Counsel or as required by applicable law.

**Section 12. Data Protection.**

Seabury Consulting has complied and will continue to comply with its obligations as a data processor arising from the data protection and privacy laws in force from time to time to the extent that those obligations are relevant to this Agreement. Further, Seabury Consulting and the Company have each implemented and shall maintain an information security program including reasonable administrative, technical and physical measures designed to secure and protect the confidentiality, integrity and availability of all Confidential Information while in such party's possession against unauthorized, unlawful or accidental access, disclosure, transfer, destruction, loss or alteration. The term Confidential Information will not, however, include any information that identifies or directly relates to natural persons ("Personal Data"). Each party will exercise commercially reasonable efforts not to disclose any Personal Data to the other party and to restrict the other party's access to its Personal Data, but if a party is given access to the other party's Personal Data, the receiving party will protect such Personal Data using a reasonable standard of care. If Seabury Consulting requires access to the Company's Personal Data, in connection with the Services for a particular project, the parties will agree in writing on the procedures and obligations of each party with respect to the access, use and protection of such Personal Data and where needed implement additional data security controls and processes for the transmission, exchange, storage, processing or other use of Personal Data as described in such procedures.

**Section 13. Intellectual Property.**

All intellectual property provided to Seabury Consulting by the Company or Counsel under this Agreement ("Company IP") is and shall remain the sole and exclusive property of the Company. Company hereby grants to Seabury Consulting, during the term of this Agreement, a non-exclusive, fully paid, non-transferable, limited license to use and permit Seabury Consulting to use the Company IP, solely for the purposes of providing the Services under this Agreement. Pending final payment, Seabury Consulting will, subject to any restrictions applicable to any third party materials embodied in the Deliverables, grant to the

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Company a perpetual, worldwide, nontransferable, non-exclusive, irrevocable (other than for non-payment) right and license to use, copy, modify and prepare derivative works of the Deliverables for purposes of the Company's and its affiliated companies' internal business only. All other rights in the Deliverables remain in and/or are assigned to Seabury Consulting. Rights in all intellectual property of Seabury Consulting existing prior to the Services, used in the Services, developed separately, or licensed to Seabury Consulting by third parties and used in the Services, and any enhancements or modifications to the same, are the sole and exclusive property of Seabury Consulting ("Seabury IP"). Seabury IP embedded in Deliverables may not be used separately or beyond the license rights noted above. Subject to obligations of confidentiality in Section 11, each party will be free to use the concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. In no event will Seabury Consulting be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Company Confidential Information.

**Section 14. Miscellaneous.**

**Seabury Consulting's Other Relationships.** The Company and Counsel acknowledge that Seabury Consulting provides corporate advisory, consulting and other services to a broad array of companies in the aviation and transportation sectors. The Company and Counsel acknowledge that these and other relationships exist, and agrees that such relationships cannot be subsequently claimed as a reason for termination of this Agreement except if Seabury Consulting breaches in any material respect its fiduciary responsibility to the Company in the performance of its responsibilities hereunder. Additionally, the Company accepts that Seabury Consulting is bound by confidentiality and fiduciary obligations to other clients and has specifically advised the Company that Seabury Consulting is obligated not to use any confidential non-public information obtained from such other engagements to advise the Company. The Company understands and acknowledges that Seabury Consulting does not provide, and will not be deemed to have provided, legal, tax, accounting or actuarial advice; accordingly, the Company will consult its own legal, tax, accounting and/or actuarial advisors in connection with any transaction or any other matter.

**Seabury Consulting's Obligations.** All services to be performed by Seabury Consulting hereunder shall be performed in good faith and with at least that level of care and diligence as customarily exercised by other international consultants similarly employed or engaged in providing similar services to the aviation market.

**Company's Obligations.** In addition to any other responsibilities or duties described in this Agreement, set forth below is a list of obligations for which the Company is responsible, the conditions of Seabury Consulting's performance, and assumptions upon which Seabury Consulting has relied in agreeing to perform the Services (collectively, "Company's Obligations"). If any of the Company's Obligations are not performed or prove to be incorrect, it may cause changes to the project schedule, fees and expenses, level of effort required, or otherwise impact Seabury Consulting's performance of the Services, and Seabury Consulting will have no liability with respect to its inability to perform the Services resulting therefrom.

- The Company agrees that materials prepared by Seabury Consulting for its use are for the exclusive use of the Company. The Company agrees that Seabury Consulting's work product cannot be shared with other parties without advance written consent of Seabury Consulting. The Company shall provide such documents, information and other support as reasonably requested by Seabury Consulting in connection with the provision of Services including records relating the Company's aircraft financings, customer lease contracts, valuation of the Company's assets, OEM contracts and other related matters.



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- The Company shall be responsible for the performance of other contractors or vendors engaged by the Company in connection with the project related to this Agreement and ensuring that they cooperate with Seabury Consulting. The Company shall also be responsible for obtaining any necessary consents from its other suppliers, vendors and contractors.
- Any delay that is not caused solely by Seabury Consulting may result in changes, including without limitation, timeline and fees.

**Relationship of the Parties.** The role of Seabury Consulting under this Agreement is and at all times shall remain that of independent contractor. Nothing in this Agreement or the attached schedules or annexes shall be construed to create a joint venture, partnership, franchise, employment or agency relationship between the parties to this Agreement, and accordingly, neither party shall represent itself as having, nor does either party have, the right, power, or authority to bind or otherwise create any obligation or duty, express or implied, on behalf of the other party in any manner whatsoever. Personnel provided by Seabury Consulting to provide Services to Company or Counsel hereunder shall continue to be employees of Seabury Consulting, and such persons shall be subject to Seabury Consulting's exclusive supervision and control.

Seabury Consulting and the Company shall be liable and shall indemnify, defend and hold the other harmless for all taxes and benefits arising from the employment of their respective employees involved in the performance of the Services hereunder. Each party accepts full and exclusive liability for the payments of workers' compensation and employer's liability insurance premiums with respect to its own employees and for the payment of all taxes, contributions or other payments for unemployment compensation or old age benefits, pensions or annuities now or hereafter imposed upon employers by a governmental authority having jurisdiction with respect to its employees, measured by the wages, salaries, compensation, or other remuneration paid to its employees.

**Certain Acknowledgements.** The Company acknowledges and agrees that: (i) Seabury Consulting is receiving only the compensation set forth in this Agreement; (ii) Seabury Consulting is not regulated as a broker-dealer under the Securities Exchange Act of 1934 and is not providing any service requiring broker-dealer registration; (iii) certain other services may be provided to the Company by Seabury Securities LLC, a broker-dealer ("**Seabury Securities**"), under a separate agreement; (iv) Seabury Consulting is not receiving any compensation, premium, referral fee, or other benefit relating to any Seabury Securities' services; (v) Seabury Consulting does not receive any funds for remittance to Seabury Securities; (vi) certain Seabury Consulting personnel working on this engagement are also employed by Seabury Securities; and (vii) Seabury Securities alone, and not Seabury Consulting, monitors and supervises all regulated broker-dealer activities.

**Notices.** All notices, requests, consents and other communications to be required or permitted under this Agreement shall be in writing and delivered personally, or sent by registered or certified mail or nationally recognized overnight carrier, postage prepaid, or by confirmed facsimile or email transmission, to the address set forth below, or to such other address set forth in a notice given in the manner herein provided.

If to Seabury Consulting:

1350 Avenue of the Americas, 25<sup>th</sup> Floor  
New York, NY 10019 USA  
Attention: Michael B. Cox, Managing Director  
Facsimile No.: +1-212-284-1136  
Email: [Michael.b.cox@seaburyconsulting.com](mailto:Michael.b.cox@seaburyconsulting.com)

If to the Company:

19 Old Kings Highway South

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Darien, CT 06820  
Alan Jenkins  
Facsimile No.: + 353-61-445022  
Email: [ajenkins@waypointleasing.com](mailto:ajenkins@waypointleasing.com)

If to Counsel:

767 Fifth Avenue  
New York, NY 10153  
Gary T. Holtzer  
Facsimile No.: +1-212-310-8007  
Email: [gary.holtzer@weil.com](mailto:gary.holtzer@weil.com)

All notices, requests, information or other communications shall be deemed to have been given (i) when delivered if personally delivered, (ii) three (3) days after having been placed in the mail, if delivered by registered or certified mail, (iii) the day after having been placed with a nationally recognized overnight carrier, if delivered by nationally recognized overnight carrier, and (iv) when transmitted with electronic confirmation of receipt, if transmitted by facsimile.

**Assignment.** Neither Seabury Consulting nor the Company may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, except that, upon notice to the other party, the rights and obligations of either party may be assigned without consent to a party's affiliate or subsidiary; provided that the assignor remains responsible for the obligations of the assignee.

**Section 15. Execution.**

This Agreement may not be amended or modified except in writing signed by the Company, Counsel, and Seabury Consulting and may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. All rights, liabilities and obligations hereunder will be binding upon and inure to the benefit of the Company, Seabury Consulting and their respective successors and assigns.

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Please confirm our mutual understanding of this engagement by signing and returning to us the enclosed duplicate copy of this letter agreement. We are pleased that you have engaged us to act as your consultant and are looking forward to working with you on this assignment.

Very truly yours,

Accenture LLP

By: A handwritten signature in cursive script, appearing to read "Michael B. Cox".

Michael B. Cox  
Managing Director

Accepted and agreed to this 22 day of June 2018:

Weil, Gotshal & Manges LLP

By: A handwritten signature in cursive script, appearing to read "Gary T. Holtzer".

Gary T. Holtzer  
Partner

Waypoint Leasing (Ireland) Limited

By: A handwritten signature in cursive script, appearing to read "Alan Jenkins".

Alan Jenkins  
Director

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**Schedule 1**

Hourly Rate Schedule ("Rate Card") *	
Role	Hourly Rate (US Dollars)
Managing Director	\$1,100
Vice President	\$ 588
Manager – Analytical support / Coordination	\$ 385
Consultant – Analytical support	\$ 300
Analyst – Analytical support	\$ 250

\*Rate Card Assumptions

1. The effective term of the Rate Card is from the signature of this Agreement until the conclusion of this Agreement
2. Applicable geography = United States of America; United Kingdom; Germany; the Netherlands
3. Work day = 8 hours
4. The Rate Card rates are only applicable to services performed on a time and materials basis and are not applicable to fixed fee or success fee related work.
5. The Rate Card rates only apply to services performed by Seabury Consulting's consulting services workforce, and different rates will be required for other types of services.
6. The Rate Card rates do not include reimbursable expenses or applicable taxes.
7. The Rate Card rates are for Seabury Consulting employees only; subcontractor rates are not included.

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**Schedule 2 – Change Order**

<b>Project Title:</b>	<b>Change Number:</b>
<b>Effective Date of Arrangement Letter:</b>	
<b>Client Name:</b>	<b>Date:</b>
1. Brief Project Description:	

2. Detailed Description of Change:			
▪ <b>Schedule Change:</b>			
▪ <b>Cost Change:</b>			
▪ <b>Payment Schedule Change:</b>			
<b>Month</b>	<b>Resources</b>	<b>Days</b>	<b>Amount</b>
▪ <b>Additional Terms &amp; Conditions</b>			

Except for the changes set forth herein, the Arrangement Letter remains unchanged and in full force and effect.

**AGREED AND ACCEPTED**

Accenture LLP	< Client Full Legal Name>
By:	By:
Printed Name:	Printed Name:
Title: Managing Director	Title:
Date:	Date:

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**ANNEX A**

Accenture LLP  
1350 Avenue of the Americas Suite 1350  
New York, NY 10019

Gentlemen:

In connection with the engagement of Accenture LLP and any of its affiliates (collectively, "*Seabury Consulting*") to advise and assist the Undersigned (referred to herein as "*we*," "*our*," or "*us*") with the matters set forth in this Agreement, of which this Annex A forms a part, dated as of the date hereof between us and Seabury Consulting, we hereby agree to indemnify and hold harmless Seabury Consulting, its affiliated companies, and each of Seabury Consulting's and such affiliated companies' respective officers, directors, agents, employees, representatives, managers, controlling persons (within the meaning of each of Section 20 of the Securities Exchange Act of 1934 and Section 15 of the Securities Act of 1933), consultants, legal counsel and subcontractors (each of the foregoing, including Seabury Consulting, being hereinafter referred to as an "Indemnified Person") to the fullest extent permitted by law from and against any and all losses, claims, damages, liabilities, penalties, obligations and reasonable, documented out-of-pocket expenses (including reasonable and documented fees, disbursements, out-of-pocket expenses and other charges of outside counsel, or others, including employees of Seabury Consulting, in investigating, preparing, or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party or enforcing the Agreement), actions, proceedings, arbitration or investigations (whether formal or informal) (all of the foregoing being referred to as "*Liabilities*"), based upon, relating to, or arising out of such engagement or the performance or non-performance of any Indemnified Person's role therein; provided, however, that we shall not be liable under this paragraph: (a) for any amount paid in settlement of claims without our consent, unless our consent is unreasonably withheld or (b) to the extent that it is finally judicially determined by a court of competent jurisdiction that such Liabilities resulted primarily and directly from the willful misconduct or gross negligence of the Indemnified Person seeking indemnification or (c) for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). In connection with our obligation to indemnify as set forth above, we further agree to reimburse each Indemnified Person for all such expenses (including reasonable and documented fees, disbursements, and other charges of outside counsel) as they are incurred by such Indemnified Person; provided, however, that if an Indemnified Person is reimbursed hereunder for any expenses, the amount so paid shall be refunded if and to the extent it is finally judicially determined by a court of competent jurisdiction that the Liabilities in question resulted primarily and directly from the willful misconduct or gross negligence of such Indemnified Person.

Promptly after Seabury Consulting receives notice of the commencement of any action or other proceeding in respect of which indemnification or reimbursement may be sought hereunder, Seabury Consulting will notify us thereof with reasonable promptness; but the omission so to notify us shall not relieve us from any obligation hereunder unless, and only to the extent that, we shall have been materially prejudiced by such failure. If any such action or other proceeding shall be brought against any Indemnified Person, we shall, upon written notice given reasonably promptly following our receipt of your notice to us of such action or proceeding, be entitled to participate therein and, to the extent that we may wish, to assume the defense thereof at our expense with counsel chosen by us and reasonably satisfactory to such Indemnified Person and Seabury Consulting shall reasonably cooperate with us in connection with such defense; provided, however, that any Indemnified Person may, at its own expense, retain separate counsel to participate in such defense. Notwithstanding the foregoing, such Indemnified Person shall have the right to employ

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separate counsel at our expense and to control its own defense of such action or proceeding if the named parties to any such claim or action include such Indemnified Person and us and in the reasonable opinion of counsel to such Indemnified Person there are or may be legal defenses available to such Indemnified Person or to other Indemnified Persons that are different from or additional to those available to us; provided, however, that in no event shall we be required to pay fees and expenses under this indemnity for more than one firm of attorneys (in addition to local counsel) in any one legal action or group of related legal actions unless (a) the use of counsel chosen by us to represent the Indemnified Person in connection with the defense thereof would present such counsel with a conflict of interest, (b) the defendants in any such action include both the Indemnified Person and us and the Indemnified Person has been advised by counsel that there may be one or more legal defenses available to it and/or other Indemnified Persons that are different from or additional to those available to us and such counsel believes that the assertion of such defenses by counsel chose by us would cause a conflict of interest, or (c) we have not employed counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person within a reasonable time after receipt by us of notice of the institution of such action or proceeding.

We agree that we will not, without the prior written consent of Seabury Consulting, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding relating to the matters contemplated by Seabury Consulting's engagement (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, or consent (i) includes an unconditional release of Seabury Consulting and each other Indemnified Person from all liability arising or that may arise out of such claim, action, or proceeding, (ii) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of Seabury Consulting and (iii) is fully indemnified hereunder. In the event the Company files for chapter 11, we will also reasonably consult with the Statutory Committee of Unsecured Creditors appointed in our chapter 11 cases to the extent appropriate prior to entering into any such settlement or compromise. In the event that Seabury Consulting seeks reimbursement for attorneys' fees from us, invoices and supporting time records from such attorneys shall be annexed to Seabury Consulting's own Interim and Final Fee Applications, and such invoices and time records shall be subject to the U.S. Trustee's guidelines for compensation and reimbursement of expenses and approval of the Court under the standards of section 330 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code.

In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made, but is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of us, on the one hand, and the Indemnified Persons, on the other hand, in connection with the statements, acts or omissions that resulted in the losses, claims, damages, liabilities, and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Persons' aggregate contribution for all losses, claims, damages, liabilities, and costs with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Persons pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

We hereby agree that neither Seabury Consulting nor any other Indemnified Person shall have any liability to us (or anyone claiming through us or in our name) in connection with Seabury Consulting's engagement by us except to the extent that it has been finally judicially determined that the Liability resulted in direct damages which primarily and directly from the willful misconduct or gross negligence of such Indemnified Person. In any event, the aggregate amount of direct damages relating to Seabury Consulting's liability for its gross negligence or willful misconduct, or the amount required to be contributed by Seabury Consulting,

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taking into account contributions as described above, shall not exceed the amount of fees actually paid by us to Seabury Consulting pursuant to such engagement (exclusive of amounts paid by us as reimbursement of expenses and paid under this Annex A). Further, notwithstanding the foregoing, in no event shall Seabury Consulting be liable for any special, consequential, indirect, incidental or punitive damage, loss or expense (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. The relative benefits received or sought to be received by us on the one hand and by Seabury Consulting on the other shall be deemed to be in the same proportion as (a) the total value of the transactions with respect to which Seabury Consulting has been engaged bears to (b) the fees paid or payable to Seabury Consulting with respect to such engagement.

The rights accorded to Indemnified Persons hereunder shall be in addition to any rights that any Indemnified Person may have against us at common law, by separate agreement or otherwise and shall be binding on and inure to the benefit of any successors, assigns and personal representatives of us and each indemnified party.

In the event we and Seabury Consulting seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which Seabury Consulting would continue to be engaged by us, we shall promptly pay expenses reasonably incurred by the Indemnified Persons, including attorney's fees and expenses, in connection with any motion, action, or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action, or claim, promptly upon the submission of invoices therefore and regardless of whether such retention or authorization is approved by any court. We will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorney's fees and expenses, in seeking payment of all amounts owed to it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other matter, without offset, recoupment, or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim, or a postpetition claim.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD TO SUCH STATE'S RULES CONCERNING CONFLICTS OF LAWS. WE HEREBY CONSENT, SOLELY FOR THE PURPOSE OF ALLOWING AN INDEMNIFIED PERSON TO ENFORCE ITS RIGHTS HEREUNDER, TO PERSONAL JURISDICTION AND SERVICE AND VENUE IN ANY COURT IN WHICH ANY CLAIM FOR WHICH INDEMNIFICATION MAY BE SOUGHT HEREUNDER IS BROUGHT AGAINST SEABURY CONSULTING OR ANY OTHER INDEMNIFIED PERSON, PROVIDED THAT IF THE COMPANY COMMENCES AN IN-COURT RESTRUCTURING AND AS LONG AS PERMITTED BY APPLICABLE LAW, THE BANKRUPTCY COURT SHALL RETAIN JURISDICTION OVER ALL LEGAL PROCEEDINGS PERTAINING TO THIS ENGAGEMENT ARISING AFTER SUCH CASE IS COMMENCED.

We and Seabury Consulting also hereby irrevocably waive any right we and Seabury Consulting may have to a trial by jury in respect of any claim based upon or arising out of this agreement. This agreement may not be amended or otherwise modified except by an instrument signed by both Seabury Consulting and us.

If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision of this agreement, which shall remain in full force and effect. Neither termination of the Agreement nor termination of Seabury Consulting's engagement nor the filing of a petition under chapter 7 or chapter 11 of title 11 of the United States Code, nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

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The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under our certificate of incorporation or bylaws, any other agreements, any vote of our stockholders or disinterested directors, any applicable law, or otherwise.

Very truly yours,

Waypoint Leasing (Ireland) Limited

By: 

Alan Jenkins  
Director

Acknowledged and agreed to this  day of June 2018

Accenture LLP

By: 

Michael B. Cox  
Managing Director

**EXHIBIT G**

**RECORD OF EXPENSES INCURRED BY ACCENTURE PROFESSIONALS**



**Waypoint Leasing Holdings**

Jointly Administered Case No. 18-13648 (SMB)

**Accenture LLP Fee Application**

For the Period ending: March 31 2019

*Expense Detail*

<b>Date</b>	<b>Category</b>	<b>Type</b>	<b>Professional</b>	<b>Amount</b>
11/25/2018	Airfare	Airfare	Cox	371.36
12/6/2018	Airfare	Airfare	Cox	371.36
12/6/2018	Airfare	Airfare	Cox	265.65
12/9/2018	Airfare	Airfare	Cox	371.36
1/1/2019	Airfare	Airfare	Cox	361.25
1/9/2019	Airfare	Airfare	Kuehne	996.61
1/11/2019	Airfare	Airfare	Cox	348.50
1/12/2019	Airfare	Airfare	Bonneville	379.78
1/12/2019	Airfare	Airfare	Kuehne	379.78
1/18/2019	Airfare	Airfare	Bonneville	394.30
1/18/2019	Airfare	Airfare	Kuehne	394.30
1/24/2019	Airfare	Airfare	Bonneville	784.50
1/24/2019	Airfare	Airfare	Kuehne	420.10
1/26/2019	Airfare	Airfare	Kuehne	355.31
2/5/2019	Airfare	Airfare	Bonneville	605.83
2/5/2019	Airfare	Airfare	Kuehne	605.83
2/7/2019	Airfare	Airfare	Cox	214.05
2/7/2019	Airfare	Airfare	Kuehne	211.62
2/26/2019	Airfare	Airfare	Bonneville	673.55
2/26/2019	Airfare	Airfare	Kuehne	673.55
3/3/2019	Airfare	Airfare	Cox	175.62
3/14/2019	Airfare	Airfare	Cox	467.90
<i>Total airfare</i>				<i>9,822.11</i>
11/12/2018	Ground Transportation	Taxi	Cox	40.06
11/25/2018	Ground Transportation	Taxi	Cox	39.45
11/25/2018	Ground Transportation	Taxi	Cox	40.72
11/26/2018	Ground Transportation	Taxi	Cox	2.75
12/2/2018	Ground Transportation	Parking	Kuehne	147.00
12/5/2018	Ground Transportation	Taxi	Kuehne	63.20
12/9/2018	Ground Transportation	Taxi	Cox	40.43
12/9/2018	Ground Transportation	Taxi	Cox	68.31
12/10/2018	Ground Transportation	Rail	Cox	2.75
12/10/2018	Ground Transportation	Rail	Cox	2.75
12/13/2018	Ground Transportation	Taxi	Cox	82.95
1/9/2019	Ground Transportation	Taxi	Kuehne	48.16
1/9/2019	Ground Transportation	Parking	Kuehne	54.00
1/10/2019	Ground Transportation	Taxi	Kuehne	39.42
1/12/2019	Ground Transportation	Parking	Kuehne	300.00
1/13/2019	Ground Transportation	Rail	Bonneville	242.00
1/13/2019	Ground Transportation	Rail	Kuehne	210.00
1/17/2019	Ground Transportation	Taxi	Kuehne	37.85
1/18/2019	Ground Transportation	Taxi	Kuehne	45.38
1/24/2019	Ground Transportation	Taxi	Kuehne	53.82
1/24/2019	Ground Transportation	Parking	Kuehne	105.00
2/1/2019	Ground Transportation	Parking	Kuehne	381.00
2/5/2019	Ground Transportation	Taxi	Kuehne	55.66
2/5/2019	Ground Transportation	Taxi	Kuehne	51.09
2/22/2019	Ground Transportation	Parking	Kuehne	156.00
2/26/2019	Ground Transportation	Taxi	Kuehne	56.31
2/28/2019	Ground Transportation	Taxi	Kuehne	41.00
3/1/2019	Ground Transportation	Taxi	Kuehne	51.00
3/2/2019	Ground Transportation	Taxi	Bonneville	61.69
3/3/2019	Ground Transportation	Taxi	Kuehne	20.72
3/3/2019	Ground Transportation	Taxi	Kuehne	22.21
3/4/2019	Ground Transportation	Taxi	Kuehne	27.88
<i>Total ground transportation</i>				<i>2,590.56</i>

**EXHIBIT H**

**RECORD OF HOURS EXPENDED BY ACCENTURE  
PROFESSIONALS FOR FIXED-FEE SERVICES**

**Waypoint Leasing Holdings**

Jointly Administered Case No. 18-13648 (SMB)

**Accenture LLP Fee Application**

For the Period ending:

March 31 2019

Timekeeper Detail - Fixed Fee

Date	Professional	Project Category	Activity	Hours
11/25/2018	Cox	Restructuring Strategy Execution	Review Cox declaration	2.5
11/25/2018	Cox	Unproductive Travel	IAH-NYC	5.0
11/25/2018	Oestreich	Fleet	Follow up with Company on AOG and Flex lease file	0.1
11/25/2018	Oestreich	Fleet	Compare AOG and Flex lease data against summary information from Counsel	0.6
11/25/2018	Oestreich	Fleet	Review first day hearing outline for Cox declaration	1.4
11/25/2018	Oestreich	Fleet	Model update to calculate value of unencumbered assets based on PV of leases and future value of residual	3.8
11/25/2018	Oestreich	Restructuring Strategy Execution	Coordination call with Counsel	0.1
11/26/2018	Cox	Restructuring Strategy Execution	Prepare for hearing with Counsel	2.5
11/26/2018	Cox	Restructuring Strategy Execution	Attend hearing	3.0
11/26/2018	Oestreich	Fleet	Meeting re: first day hearing (cash collateral motion) with Counsel and co-Advisors	0.8
11/26/2018	Oestreich	Fleet	Preparation of cash collateral motion	3.0
11/26/2018	Oestreich	Fleet	Review WAC 9 valuation	1.2
11/27/2018	Cox	Creditors	Attend lender call	0.5
11/27/2018	Cox	Fleet	Evaluate 225 values	0.5
11/27/2018	Oestreich	Case administration	Review court docket	0.5
11/27/2018	Oestreich	Creditors	Attend All Lender Call	0.5
11/27/2018	Oestreich	Fleet	Review Maintenance and PBH Forecast against Seabury valuation model	1.0
11/27/2018	Oestreich	Fleet	Review EC225 (MSN 2905) valuation	0.5
11/28/2018	Cox	Fleet	Attend board call	1.0
11/28/2018	Cox	Fleet	Review 225 analysis	1.5
11/28/2018	Oestreich	Corporate Finance	Winddown cost analysis	2.2
11/28/2018	Oestreich	Corporate Finance	Discussion with Company regarding wind down costs and review of assumptions	0.2
11/28/2018	Oestreich	Corporate Finance	Call with co-Advisor regarding windown costs	0.1
11/28/2018	Oestreich	Fleet	EC225 valuation	2.5
11/28/2018	Oestreich	Restructuring Strategy Execution	Attend Board of Directors call	1.0
11/29/2018	Cox	Fleet	Review 225 analysis	1.1
11/29/2018	Cox	Fleet	Update call with Counsel re: MSN 2905	0.7
11/29/2018	Cox	Fleet	Call with co-Advisor re: WAC5	0.2
11/29/2018	Oestreich	Fleet	Call with Counsel regarding MSN 2905 valuation	0.7
11/29/2018	Oestreich	Fleet	Preparation for call with Counsel regarding MSN 2905 preparation	1.5
11/29/2018	Oestreich	Fleet	Review of market transaction date from AirCore and Ascend against current valuation	1.2
11/30/2018	Oestreich	Corporate Finance	Create additional output tables for wind down scenario analysis	2.1
11/30/2018	Oestreich	Fleet	Review of aircraft valuation crib sheets	0.9
12/1/2018	Cox	Fleet	Update 225 analysis	1.1
12/1/2018	Oestreich	Case Administration	Scheduling activities for Sunday call	0.1
12/1/2018	Oestreich	Corporate Finance	Email regarding wind down analysis	0.1
12/1/2018	Oestreich	Fleet	Review Company data regarding EC225 valuation	0.7
12/1/2018	Oestreich	Fleet	Preparation for call with Counsel regarding cash collateral motion	0.7
12/2/2018	Cox	Business Analysis	Review cash collateral	0.6
12/2/2018	Cox	Restructuring Strategy Execution	Attend board call	1.8
12/2/2018	Cox	Restructuring Strategy Execution	DIP call	1.0
12/2/2018	Oestreich	Fleet	Call with Counsel regarding cash collateral motion	0.5
12/2/2018	Oestreich	Fleet	WAC 2, 3, and 10 cash collateral analysis	3.7
12/2/2018	Oestreich	Restructuring Strategy Execution	Board call attendance	1.3
12/3/2018	Cox	Business Analysis	Evaluate WAC 2,3,10 maintenance costs	0.5
12/3/2018	Cox	Fleet	Update 225 analysis	0.6
12/3/2018	Cox	Restructuring Strategy Execution	Call with Counsel re: cash collateral	0.2
12/3/2018	Cox	Restructuring Strategy Execution	Review Cox declaration	2.2
12/3/2018	Oestreich	Fleet	WAC 2, 3, and 10 cash collateral analysis	3.5
12/3/2018	Oestreich	Fleet	Discussion with co-Advisor regarding cash collateral analysis	0.2
12/3/2018	Oestreich	Fleet	Discussion with co-Advisor regarding cash collateral analysis	0.2
12/3/2018	Oestreich	Fleet	Call with Company regarding WAC 2, 3, and 10 maintenance forecast	0.3
12/3/2018	Oestreich	Fleet	Document calls regarding maintenance forecast/adequate protection/cash collateral	0.7
12/3/2018	Oestreich	Fleet	Create summary schedule of WAC 2, 3, 10 flight assets	0.9
12/3/2018	Oestreich	Fleet	Reviewing draft of revised cash collateral motion	0.7
12/4/2018	Cox	Fleet	Review 225 purchase	1.0
12/4/2018	Cox	Restructuring Strategy Execution	Attend board call	0.5
12/4/2018	Oestreich	Case Administration	Project coordination activities	0.4
12/4/2018	Oestreich	Corporate Finance	Provide wind down costs by WAC	1.1
12/4/2018	Oestreich	Fleet	Editing draft of revised cash collateral motion	1.7
12/6/2018	Cox	Restructuring Strategy Execution	Prep for court hearing	1.5
12/6/2018	Cox	Unproductive Travel	NYC-IAH	5.0
12/6/2018	Oestreich	Fleet	Call with Counsel regarding cash collateral motion	0.6
12/6/2018	Oestreich	Fleet	Revising cash collateral motion	3.7
12/6/2018	Oestreich	Restructuring Strategy Execution	Review DIP motion and RBS letter	1.2
12/6/2018	Oestreich	Restructuring Strategy Execution	Attend Waypoint BoD call	0.5
12/7/2018	Cox	Fleet	Review/comment on cash collateral	3.1
12/7/2018	Cox	Restructuring Strategy Execution	Prep for court hearing	1.0
12/7/2018	Oestreich	Fleet	Call with Company regarding WAC 2, 3, and 10 maintenance forecast	0.6
12/7/2018	Oestreich	Fleet	Call with co-Advisor regarding cash collateral motion and first day hearings	0.5
12/7/2018	Oestreich	Fleet	Call with co-Advisor regarding cash collateral motion and first day hearings	1.7
12/7/2018	Oestreich	Fleet	Revising and reviewing cash collateral motion	3.8
12/8/2018	Oestreich	Case Administration	Project coordination activities	0.4
12/9/2018	Cox	Restructuring Strategy Execution	Prep for court hearing	1.1
12/9/2018	Cox	Unproductive Travel	IAH-NYC	5.0
12/9/2018	Oestreich	Fleet	Call with co-Advisor regarding cash collateral motion and first day hearings	0.9
12/10/2018	Cox	Restructuring Strategy Execution	Prep with Counsel for court hearing	3.5
12/10/2018	Cox	Restructuring Strategy Execution	Attend court hearing	3.2

**Waypoint Leasing Holdings**

Jointly Administered Case No. 18-13648 (SMB)

**Accenture LLP Fee Application**

For the Period ending:

March 31 2019

Timekeeper Detail - Fixed Fee

Date	Professional	Project Category	Activity	Hours
12/10/2018	Oestreich	Fleet	Meeting with Counsel in New York to review fleet values	4.0
12/10/2018	Oestreich	Restructuring Strategy Execution	Attend first day hearing	5.0
12/12/2018	Cox	Creditors	Call with lenders	0.5
12/12/2018	Cox	Restructuring Strategy Execution	Attend board meeting	0.8
12/12/2018	Oestreich	Restructuring Strategy Execution	Attendance of Waypoint board meeting	0.8
12/13/2018	Cox	Fee/Employment	Retention application	1.6
12/13/2018	Oestreich	Fee/Employment	Prepare retention application and motion	0.3
12/19/2018	Cox	Restructuring Strategy Execution	Bidding procedures review	3.5
12/20/2018	Cox	Restructuring Strategy Execution	Attend court hearing	2.5
12/27/2018	Cox	Fee/Employment	Prepare/review retention application	2.5
12/28/2018	Cox	Fee/Employment	Prepare/review retention application	2.8
1/2/2019	Oestreich	Fee/Employment	Prepare retention application and motion	1.2
1/3/2019	Oestreich	Fee/Employment	Prepare retention application and motion	0.6
1/7/2019	Cox	Restructuring Strategy Execution	Evaluate WAC 8 allocation analysis	2.0
1/8/2019	Oestreich	Fee/Employment	Prepare retention application and motion	0.5
1/9/2019	Cox	Restructuring Strategy Execution	Board call	0.7
1/9/2019	Cox	Restructuring Strategy Execution	Review allocation analysis	1.2
1/9/2019	Oestreich	Fee/Employment	Prepare retention application and motion	1.2
1/9/2019	Oestreich	Fleet	Review of fleet database update	2.3
1/9/2019	Oestreich	Fleet	Comparison of allocation percentages for transaction	2.0
1/9/2019	Oestreich	Restructuring Strategy Execution	Waypoint board call attendance	0.7
1/10/2019	Cox	Restructuring Strategy Execution	Attend court hearing	0.9
1/10/2019	Cox	Restructuring Strategy Execution	Review credit bid	2.0
1/10/2019	Oestreich	Fleet	Review of offshore news and other industry updates	3.0
1/10/2019	Oestreich	Restructuring Strategy Execution	Omnibus hearing attendance via telephone	1.5
1/11/2019	Cox	Unproductive Travel	IAH-NYC	5.0
1/11/2019	Oestreich	Fee/Employment	Prepare retention application and motion	1.0
1/14/2019	Cox	Restructuring Strategy Execution	Attend court hearing	0.5
1/14/2019	Oestreich	Restructuring Strategy Execution	Attend court hearing via telephone	0.5
1/16/2019	Cox	Restructuring Strategy Execution	Review credit bids	2.5
1/16/2019	Oestreich	Creditors	Review of credit bid packages and related correspondence	7.0
1/16/2019	Oestreich	Fee/Employment	Prepare retention application and motion	0.5
1/16/2019	Oestreich	Fleet	Review industry trends based on report from Company	0.7
1/16/2019	Oestreich	Restructuring Strategy Execution	Attendance of Waypoint board meeting via telephone	1.0
1/17/2019	Cox	Restructuring Strategy Execution	Attend court hearing	1.5
1/17/2019	Oestreich	Restructuring Strategy Execution	Attend court hearing via telephone	1.5
1/22/2019	Oestreich	Restructuring Strategy Execution	Attend PSA Board call via telephone	1.0
1/23/2019	Oestreich	Restructuring Strategy Execution	Attend PSA Board call via telephone	1.0
1/25/2019	Oestreich	Fee/Employment	Prepare retention application and motion	1.0
1/25/2019	Oestreich	Restructuring Strategy Execution	Review of board materials	2.0
1/25/2019	Oestreich	Restructuring Strategy Execution	Attend board call via telephone	2.0
1/30/2019	Oestreich	Restructuring Strategy Execution	Attend board call via telephone	0.5
2/4/2019	Cox	Fee/Employment	Retention application	1.3
2/7/2019	Cox	Restructuring Strategy Execution	Attend board call	1.0
2/11/2019	Cox	Restructuring Strategy Execution	Attend board call	0.5
2/11/2019	Cox	Restructuring Strategy Execution	Attend board call	1.0
2/18/2019	Cox	Restructuring Strategy Execution	Attend board call	1.5
2/25/2019	Cox	Restructuring Strategy Execution	Review leases/settlements	1.2
2/26/2019	Cox	Restructuring Strategy Execution	Attend court hearing	0.8
2/27/2019	Cox	Restructuring Strategy Execution	Attend board call	0.8
2/28/2019	Cox	Fee/Employment	Prepare/review retention application	1.0
2/28/2019	Cox	Restructuring Strategy Execution	Attend board call	0.6
3/6/2019	Cox	Fee/Employment	Prepare/review retention application	0.5
3/7/2019	Cox	Fee/Employment	Prepare/review retention application	0.6
3/7/2019	Oestreich	Fleet	Provide Claims Agent with net book values	1.5
3/11/2019	Cox	Fee/Employment	Prepare/review retention application	0.6
3/12/2019	Cox	Restructuring Strategy Execution	Attend board call	0.5
3/13/2019	Cox	Fee/Employment	Prepare/review retention application	0.5
3/14/2019	Cox	Restructuring Strategy Execution	Attend court hearing	0.5
3/19/2019	Cox	Fee/Employment	Prep with internal counsel re application	2.0
3/20/2019	Cox	Fee/Employment	Call with Counsel re: retention application	1.0
3/21/2019	Cox	Fee/Employment	Finalize retention with internal counsel	1.5
3/27/2019	Cox	Restructuring Strategy Execution	Attend board call	0.8

**EXHIBIT I**

**RECORD OF HOURS EXPENDED BY ACCENTURE  
PROFESSIONALS FOR HOURLY BILLED SERVICES**

**Waypoint Leasing Holdings**

Jointly Administered Case No. 18-13648 (SMB)

**Accenture LLP Fee Application**

For the Period ending: March 31 2019

Timekeeper Detail - Hourly Billed Services

Date	Professional	Project Category	Activity	Hours	Rate	Total
11/26/2018	Kuehne	Compensation Consulting	Discussion with Company on BOD goals and requirements	2.0	1,100	2,200
11/27/2018	Kuehne	Compensation Consulting	Discussion with Company on BOD goals and requirements	2.0	1,100	2,200
11/28/2018	Bonneville	Compensation Consulting	Waypoint compensation committee call on KEIP	2.0	1,100	2,200
11/28/2018	Kuehne	Compensation Consulting	Compensation Committee Call regarding KEIP	2.0	1,100	2,200
11/29/2018	Bonneville	Compensation Consulting	KEIP call with Counsel to discuss response to lenders	1.0	1,100	1,100
11/29/2018	Bonneville	Compensation Consulting	Draft response to lenders, summary of roles and responsibilities for lenders	5.0	1,100	5,500
11/29/2018	Kuehne	Compensation Consulting	Follow-up discussion/ plans with Company	2.0	1,100	2,200
11/30/2018	Kuehne	Compensation Consulting	Follow-up discussion/ plans with Company	2.0	1,100	2,200
12/3/2018	Bonneville	Compensation Consulting	Call to discuss declaration with Counsel	1.0	1,100	1,100
12/3/2018	Kuehne	Compensation Consulting	Discuss draft of Seabury declaration	2.0	1,100	2,200
12/4/2018	Bonneville	Compensation Consulting	Draft Seabury declaration, plan cost as a percentage of assets for benchmarking, prep for meeting	5.0	1,100	5,500
12/5/2018	Kuehne	Compensation Consulting	Review first draft of declaration and provide comments	3.0	1,100	3,300
12/6/2018	Kuehne	Compensation Consulting	Discussion with Company on BOD goals and requirements	3.0	1,100	3,300
12/7/2018	Kuehne	Compensation Consulting	Discussion with Counsel on process with UST and with stakeholder group	2.0	1,100	2,200
12/10/2018	Bonneville	Compensation Consulting	Call with Company on KEIP	1.0	1,100	1,100
12/10/2018	Bonneville	Compensation Consulting	Draft Seabury declaration, adding compensation data	4.0	1,100	4,400
12/10/2018	Kuehne	Compensation Consulting	Discussion with Company on KEIP modifications if necessary	2.0	1,100	2,200
12/11/2018	Bonneville	Compensation Consulting	Update draft of Seabury declaration, review company motion	4.0	1,100	4,400
12/11/2018	Kuehne	Compensation Consulting	Review draft declaration and Weil motion	3.0	1,100	3,300
12/12/2018	Bonneville	Compensation Consulting	Draft Seabury declaration, review with Counsel	4.0	1,100	4,400
12/12/2018	Kuehne	Compensation Consulting	Review revisions to the draft declaration	2.0	1,100	2,200
12/13/2018	Bonneville	Compensation Consulting	Draft Seabury declaration, review with Counsel	6.0	1,100	6,600
12/13/2018	Kuehne	Compensation Consulting	Discussion with Company on BOD goals and requirements	2.0	1,100	2,200
12/17/2018	Bonneville	Compensation Consulting	Send preliminary draft of Seabury declaration and discuss with Counsel	3.0	1,100	3,300
12/17/2018	Kuehne	Compensation Consulting	Review input into KEIP modifications	2.0	1,100	2,200
12/18/2018	Bonneville	Compensation Consulting	Update draft of Seabury declaration and send motion changes to Counsel	4.0	1,100	4,400
12/18/2018	Kuehne	Compensation Consulting	Discuss additional KEIP modifications	2.0	1,100	2,200
12/19/2018	Bonneville	Compensation Consulting	Draft deck to support KEIP recommendations	3.0	1,100	3,300
12/19/2018	Kuehne	Compensation Consulting	KEIP Motion review and comments for possible changes	3.0	1,100	3,300
12/20/2018	Bonneville	Compensation Consulting	Revisions to KEIP motion and Seabury declaration	4.0	1,100	4,400
12/20/2018	Kuehne	Compensation Consulting	Work on possible KEIP revisions	3.0	1,100	3,300
12/21/2018	Bonneville	Compensation Consulting	Revisions to summary of KEIP	3.0	1,100	3,300
12/21/2018	Kuehne	Compensation Consulting	Discussion with Company on management team expectations and approvals	2.0	1,100	2,200
12/27/2018	Bonneville	Compensation Consulting	Response to questions from lenders	5.0	1,100	5,500
12/27/2018	Kuehne	Compensation Consulting	Review of response to lenders on KEIP	4.0	1,100	4,400
12/28/2018	Bonneville	Compensation Consulting	Summary of historical bonuses in response to lender questions	4.0	1,100	4,400
12/28/2018	Kuehne	Compensation Consulting	Discussion with Company on lenders responses and possible impact to KEIP	4.0	1,100	4,400
1/3/2019	Bonneville	Compensation Consulting	Response to Advisors on KEIP goals	4.0	1,100	4,400
1/3/2019	Kuehne	Compensation Consulting	Meeting with Company on KEIP lender response	4.0	1,100	4,400
1/4/2019	Bonneville	Compensation Consulting	Update KEIP deck with changes agreed to with lenders, include benchmarking	5.0	1,100	5,500
1/7/2019	Bonneville	Compensation Consulting	Prepare responses on KEIP for UST	3.0	1,100	3,300
1/7/2019	Kuehne	Compensation Consulting	KEIP Prep for meeting with UST	3.0	1,100	3,300
1/8/2019	Bonneville	Compensation Consulting	Prepare responses on KEIP for UST	3.0	1,100	3,300
1/8/2019	Kuehne	Compensation Consulting	KEIP Prep for meeting with UST	1.0	1,100	1,100
1/9/2019	Bonneville	Compensation Consulting	KEIP prep call	1.0	1,100	1,100
1/9/2019	Bonneville	Compensation Consulting	Updated organization analysis and compensation review	4.0	1,100	4,400
1/9/2019	Kuehne	Compensation Consulting	KEIP Prep for meeting with UST	3.0	1,100	3,300
1/10/2019	Bonneville	Compensation Consulting	Draft of Seabury supplemental declaration	4.0	1,100	4,400
1/10/2019	Kuehne	Compensation Consulting	Review revised declaration with Counsel	5.0	1,100	5,500
1/11/2019	Bonneville	Compensation Consulting	Draft of Seabury supplemental declaration	4.0	1,100	4,400
1/11/2019	Kuehne	Compensation Consulting	Review revised declaration with Counsel	5.0	1,100	5,500
1/13/2019	Bonneville	Compensation Consulting	Draft of Seabury supplemental declaration	4.0	1,100	4,400
1/14/2019	Bonneville	Compensation Consulting	Response to Counsel on supplemental declaration	6.0	1,100	6,600
1/14/2019	Bonneville	Compensation Consulting	Revisions to Seabury supplemental declaration	3.0	1,100	3,300
1/14/2019	Kuehne	Compensation Consulting	Review supplemental declaration with counsel	3.0	1,100	3,300
1/15/2019	Bonneville	Compensation Consulting	Revisions to Seabury supplemental declaration	3.0	1,100	3,300
1/15/2019	Kuehne	Compensation Consulting	Review supplemental declaration with counsel	8.0	1,100	8,800
1/16/2019	Bonneville	Compensation Consulting	Prep for supplemental declaration, drafts	5.0	1,100	5,500
1/16/2019	Kuehne	Compensation Consulting	Prepare for testimony with counsel	4.0	1,100	4,400
1/17/2019	Bonneville	Compensation Consulting	Attend court hearing	4.0	1,100	4,400
1/17/2019	Kuehne	Compensation Consulting	Attend court hearing	4.0	1,100	4,400
1/18/2019	Bonneville	Compensation Consulting	Revisions to KEIP supporting deck for Counsel	3.0	1,100	3,300
1/18/2019	Kuehne	Compensation Consulting	Based on UST input review revised metrics for KEIP	4.0	1,100	4,400
1/21/2019	Bonneville	Compensation Consulting	Revisions to KEIP supporting deck for Counsel	4.0	1,100	4,400

**Waypoint Leasing Holdings**

Jointly Administered Case No. 18-13648 (SMB)

**Accenture LLP Fee Application**

For the Period ending: March 31 2019

Timekeeper Detail - Hourly Billed Services

Date	Professional	Project Category	Activity	Hours	Rate	Total
1/21/2019	Kuehne	Compensation Consulting	Based on UST input review revised metrics for KEIP	6.0	1,100	6,600
1/22/2019	Bonneville	Compensation Consulting	Revisions to KEIP supporting deck - metrics analysis	5.0	1,100	5,500
1/22/2019	Kuehne	Compensation Consulting	Based on UST input review revised metrics for KEIP	6.0	1,100	6,600
1/23/2019	Bonneville	Compensation Consulting	Revisions to KEIP supporting deck - metrics analysis	6.0	1,100	6,600
1/23/2019	Kuehne	Compensation Consulting	Based on UST input review revised metrics for KEIP	6.0	1,100	6,600
1/24/2019	Bonneville	Compensation Consulting	Revisions to KEIP supporting deck - metrics analysis	5.0	1,100	5,500
1/24/2019	Kuehne	Compensation Consulting	Discuss revised KEIP metrics with Company	4.0	1,100	4,400
1/25/2019	Bonneville	Compensation Consulting	Revisions to KEIP supporting deck - metrics analysis	4.0	1,100	4,400
1/25/2019	Kuehne	Compensation Consulting	Provide input into KEIP options for Company	4.0	1,100	4,400
1/28/2019	Bonneville	Compensation Consulting	Revisions to KEIP to comply with post-petition period	4.0	1,100	4,400
1/28/2019	Kuehne	Compensation Consulting	Provide input into KEIP revisions	2.0	1,100	2,200
1/29/2019	Bonneville	Compensation Consulting	Revisions to KEIP to comply with post-petition period	4.0	1,100	4,400
1/29/2019	Kuehne	Compensation Consulting	Provide input into KEIP options for Company	2.0	1,100	2,200
1/30/2019	Bonneville	Compensation Consulting	Revisions to KEIP to comply with post-petition period	4.0	1,100	4,400
1/30/2019	Kuehne	Compensation Consulting	Provide input into KEIP options for Company	3.0	1,100	3,300
1/31/2019	Kuehne	Compensation Consulting	Discuss revisions to KEIP to comply with post-petition period	2.0	1,100	2,200
1/31/2019	Bonneville	Compensation Consulting	Revisions to KEIP to comply with post-petition period	5.0	1,100	5,500
2/1/2019	Bonneville	Compensation Consulting	Revisions to KEIP to comply with post-petition period	4.0	1,100	4,400
2/1/2019	Kuehne	Compensation Consulting	Discussed revised KEIP metrics with Company	4.0	1,100	4,400
2/4/2019	Bonneville	Compensation Consulting	KEIP prep for meeting with UST	4.0	1,100	4,400
2/4/2019	Kuehne	Compensation Consulting	KEIP prep for meeting with UST	3.0	1,100	3,300
2/5/2019	Bonneville	Compensation Consulting	KEIP prep for meeting with UST	4.0	1,100	4,400
2/5/2019	Kuehne	Compensation Consulting	KEIP prep for meeting with UST	3.0	1,100	3,300
2/6/2019	Bonneville	Compensation Consulting	KEIP prep for meeting with UST	5.0	1,100	5,500
2/6/2019	Kuehne	Compensation Consulting	KEIP prep for meeting with UST	3.0	1,100	3,300
2/7/2019	Bonneville	Compensation Consulting	Meeting with UST	4.0	1,100	4,400
2/7/2019	Kuehne	Compensation Consulting	Meeting with UST	8.0	1,100	8,800
2/8/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	4.0	1,100	4,400
2/8/2019	Kuehne	Compensation Consulting	Discussed revisions to KEIP based on UST input and Company review	3.0	1,100	3,300
2/11/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	2.0	1,100	2,200
2/12/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	2.0	1,100	2,200
2/13/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	1.0	1,100	1,100
2/14/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	2.0	1,100	2,200
2/15/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	2.0	1,100	2,200
2/15/2019	Kuehne	Compensation Consulting	Worked on revisions to KEIP based on UST input and Company review	2.0	1,100	2,200
2/18/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	5.0	1,100	5,500
2/18/2019	Kuehne	Compensation Consulting	Worked on revisions to KEIP based on UST input and Company review	3.0	1,100	3,300
2/19/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	4.0	1,100	4,400
2/19/2019	Kuehne	Compensation Consulting	Discussed revisions to KEIP based on UST input and Company review	2.0	1,100	2,200
2/20/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	5.0	1,100	5,500
2/20/2019	Kuehne	Compensation Consulting	Worked on revisions to KEIP based on UST input and Company review	3.0	1,100	3,300
2/21/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	3.0	1,100	3,300
2/21/2019	Kuehne	Compensation Consulting	Worked on revisions to KEIP based on UST input and Company review	3.0	1,100	3,300
2/22/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	5.0	1,100	5,500
2/22/2019	Kuehne	Compensation Consulting	Discussed revised KEIP metrics with Company	3.0	1,100	3,300
2/25/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	3.0	1,100	3,300
2/25/2019	Kuehne	Compensation Consulting	Discussed revised KEIP metrics with Company	3.0	1,100	3,300
2/26/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	3.0	1,100	3,300
2/26/2019	Kuehne	Compensation Consulting	Worked on revisions to KEIP based on UST input and Company review	3.0	1,100	3,300
2/27/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	6.0	1,100	6,600
2/27/2019	Kuehne	Compensation Consulting	KEIP prep for meeting with UST	3.0	1,100	3,300
2/28/2019	Bonneville	Compensation Consulting	Prepare revised KEIP materials for UST	4.0	1,100	4,400
2/28/2019	Kuehne	Compensation Consulting	Review all KEIP revisions prior to sending modified KEIP to UST	3.0	1,100	3,300
3/12/2019	Bonneville	Compensation Consulting	KEIP analysis and review of actual financials	2.0	1,100	2,200
3/22/2019	Bonneville	Compensation Consulting	KEIP analysis and summary of final performance against KEIP goals	3.0	1,100	3,300
3/25/2019	Kuehne	Compensation Consulting	Discussed actual KEIP performance goals vs. Plan with Company	2.0	1,100	2,200

Total 456,500