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**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.¹	:	
-----X		

**NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT IN CONNECTION
WITH THIRD AMENDED CHAPTER 11 PLAN OF LIQUIDATION
OF WAYPOINT LEASING HOLDINGS LTD. AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that on November 25, 2018, Waypoint Leasing Holdings Ltd. and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Chapter 11 Cases**”) with the United States Bankruptcy Court for the Southern District of New York.

PLEASE TAKE NOTICE that on June 4, 2019, the Debtors filed the *Second Amended Modified Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings Ltd. and its Affiliated Debtors* [ECF No. 818] (“**Second Amended Modified Plan**”) and related disclosure statement [ECF No. 819] (the “**Disclosure Statement**”). By order, dated June 4, 2019 [ECF No.

¹ A list of the Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, is annexed to the Plan as **Exhibit A**.



816], the Court approved the adequacy of the information contained in the Disclosure Statement, and the Debtors commenced solicitation of the Second Amended Modified Plan shortly thereafter.

PLEASE TAKE FURTHER NOTICE that on June 6, 2019, the Debtors filed the *Notice of Filing Plan Supplement in Connection with Second Amended Modified Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings Ltd. and its Affiliated Debtors* [ECF No. 845] (the “**Initial Plan Supplement**”).

PLEASE TAKE FURTHER NOTICE that contemporaneously herewith, the Debtors filed the *Third Amended Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings Ltd. and its Affiliated Debtors* (the “**Plan**”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this Amended Plan Supplement (the “**Amended Plan Supplement**”, together with the Initial Plan Supplement, the “**Plan Supplement**”) consisting of the following documents, which replace and supersede all prior-filed versions of such documents in support of the Plan:

Exhibit A-1	Plan Oversight Board Bylaws
Exhibit C-1	Plan Administrator Agreement
Exhibit D-1	List of Assumed Executory Contracts
Exhibit E-1	Disclosure Regarding Directors, Managers & Officers

PLEASE TAKE FURTHER NOTICE that redlines of such documents in the Amended Plan Supplement marked against those in the Initial Plan Supplement are attached hereto as:

Exhibit A-2	Plan Oversight Board Bylaws
Exhibit C-2	Plan Administrator Agreement
Exhibit D-2	List of Assumed Executory Contracts
Exhibit E-2	Disclosure Regarding Directors, Managers & Officers

PLEASE TAKE FURTHER NOTICE that the Debtors, in accordance with the Plan, reserve the right to amend, modify, or supplement the Plan through the Effective Date, and any of the schedules, exhibits, and designations contained herein.

PLEASE TAKE FURTHER NOTICE that the forms of the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement any document in the Plan Supplement; provided, if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the hearing to confirm the Plan, the Debtors will file a redline of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the hearing (the “**Confirmation Hearing**”) to consider confirmation of the Plan will be held on **July 25, 2019 at 10:00 a.m. (prevailing Eastern Time)**, before the Honorable Stuart M. Bernstein, United States Bankruptcy Judge, in Room 723 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004. The Confirmation Hearing may be continued from time to time without further notice other than the

announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

Dated: July 22, 2019
New York, New York

/s/Kelly DiBlasi
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Exhibit A-1

Plan Oversight Board Bylaws (Clean)

**BYLAWS OF PLAN OVERSIGHT BOARD OF WAYPOINT
LEASING HOLDINGS LTD., et al., CHAPTER 11 CASE NO. 18-13648-SMB**

ARTICLE I PURPOSE AND MEMBERSHIP

(a) The Plan Oversight Board (the “**Board**”) is established pursuant to that certain *Order Confirming the Debtors’ Third Amended Chapter 11 Plan of Liquidation*, dated July [●], 2019 (the “**Confirmation Order**”), entered in the chapter 11 cases of Waypoint Leasing Holdings Ltd. and its affiliated debtors and debtors in possession (the “**Debtors**”, and together with their non-Debtor direct and indirect subsidiaries, the “**Company**”) and the *Third Amended Chapter 11 Plan of Liquidation* (as has been or may be amended or supplemented, the “**Plan**”).¹ The Board is formed for the sole purpose of performing its obligations under the Plan and Confirmation Order, including overseeing the individual serving as Plan Administrator and his implementation and administration of the Plan, as set forth in the Plan and consistent with the original agreed budget, which is attached hereto and incorporated into the Bylaws as **Exhibit A** (the “**Agreed Budget**”). The total estimated winddown costs set forth in the Agreed Budget is \$13,726,340, to be funded from the Winddown Account.

(b) The Board shall at all times be comprised of three institutions (each such institution, a “**Member**”). The Members shall be (i) SunTrust Bank, as both administrative agent and collateral agent under the WAC7 Credit Agreement (“**SunTrust**”); (ii) one of the holders of Notes under the WAC8 Note Purchase Agreement as selected by Required Holders (as defined under the WAC8 Note Purchase Agreement (the “**WAC8 Member**”); and (iii) Macquarie PF Inc., as the WAC1 Administrative Agent and a WAC Lender under the WAC1 Credit Agreement, WAC3 Credit Agreement, and WAC6 Credit Agreement (“**Macquarie**”). Each Member shall appoint a representative from the Member institution (the “**Member Representative**”) who shall have one vote and represent its Member on the Board. Each Member Representative shall have the authority to exercise all rights and take any actions of the applicable Member set forth in these Bylaws.

(c) Members will act in a fiduciary capacity in the same manner as members of an official committee of creditors appointed pursuant to section 1102 of the Bankruptcy Code have.

(d) A Member Representative may be removed by a majority of the Board for Cause (as defined herein), in which case the relevant Member may appoint a replacement. To the extent that a Member does not appoint a replacement representative within five (5) Business Days, the membership of the Board shall consist of those Members with representatives remaining after the removal or resignation until such replacement Member Representative is designated. The Board may perform all of its functions with its reduced number of Member Representatives, disregarding such vacancy for purposes of determining a Quorum (as defined below). A Member Representative who is removed for Cause may not be reappointed to the Board.

(e) Any Member may designate an alternate Member Representative to attend Board meetings and to otherwise carry out the functions of such Member Representative; provided, however, that (i) such alternate representative is approved by the respective Member as the alternate representative for such Member Representative, (ii) such designation is made to the Chair (defined below) at or before the relevant meeting, and (iii) such alternate representative has agreed to abide by these Bylaws and act in a

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

fiduciary capacity. Any alternate representative shall be deemed a Member Representative for all purposes of the meetings in the absence of the original Member Representative. Each Member shall endeavor to restrict the number of alternate Member Representatives so that Board continuity and efficiency can be maximized.

(f) A Member Representative resigning from the Board shall give no less than thirty (30) days written notice of such resignation to the Chair and Plan Administrator; provided that such resignation shall not become effective until the respective Member has appointed a substitute Member Representative. If a Member Representative resigns from the Board, the respective Member that appointed such resigning Member Representative shall have the exclusive right to appoint a substitute Member Representative for the resigned Member. In no event shall the resigning Member Representative have the right to designate a successor for such Member Representative.

(g) Each person who becomes a Member Representative after the removal or resignation of a Member Representatives (a “**New Member Representative**”) shall be deemed automatically to have ratified and accepted these Bylaws in all respects, without necessity of further action by such New Member Representative, the Board or any other person, and all references to Member Representatives herein shall apply in the same manner and form to such New Member Representative.

ARTICLE II BOARD CHAIR

(a) There shall be one Board chair (the “**Chair**”), and there may be a secretary of the Board (the “**Secretary**”), each of whom shall be elected by a majority vote of the Member Representatives, and each of whom shall serve until the earlier of resignation, removal, or dissolution of the Board.

(b) The Chair shall have the authority to sign documents on behalf of the Board as appropriate in order to implement decisions of the Board.

(c) The Chair may voluntarily resign or be removed, with or without cause, by affirmative vote of a majority of the Members. Upon removal of the Chair, the Board shall promptly elect a successor. Removal of a Member Representative as Chair shall not result in removal of such Member Representative from the Board.

ARTICLE III MINUTES & NOTICES

(a) The Chair or Secretary (as determined by the Chair) shall issue all authorized notices for, and shall keep minutes of, all meetings of the Board and shall have charge of the internal records and shall perform such other duties as the Board may from time to time prescribe.

ARTICLE IV QUORUM

(a) A quorum shall consist of all three Member Representatives (or designated alternates) (“**Quorum**”).

(b) Proxies in respect of specific votes shall be permitted, provided such proxy vote shall be confirmed in writing (including by facsimile or electronic mail) to each other Member Representatives before such meeting. Voting by a designated alternate shall not be deemed to be voting by proxy.

ARTICLE V MEETINGS

(a) No meeting shall be held unless a Quorum is present at the beginning of the meeting and the following notice procedures have been complied with.

(b) Regular meetings may be held from time to time on dates and at locations designated by the Chair or Secretary. Announcements of the date and place of the next succeeding regular meeting shall be made by the Chair or Secretary at a duly scheduled meeting, and confirmed by the Chair in writing (including electronic mail) sent to all Member Representatives on not less than three (3) days' notice following such meeting.

(c) Additional meetings may be called upon at least one (1) business day prior written notice (including electronic mail) to each Member Representative. In addition, any Member Representative or the Plan Administrator may request a special meeting on one (1) business day's written notice (including electronic mail). If a special meeting is requested pursuant to this Article V, the Chair shall call the special meeting on behalf of the requesting Member Representative or the Plan Administrator.

(d) Meetings shall be held in person or by telephonic conference call or by a combination thereof and each Member Representative may attend and participate in any meeting in person or telephonically; provided that, under no circumstances shall Members or Member Representatives be entitled to reimbursement of any travel or other expenses.

(e) Due to the potentially sensitive, non-public nature of subjects that may be discussed by the Board, meetings of the Board shall not be open to persons other than the Plan Administrator or the Member Representatives (or their designated alternate(s), including any designated alternate attending as an observer pursuant to Paragraph (e) of Article I); provided, however, that professionals for the Members and the Plan Administrator shall be permitted to attend. The Board, by affirmative vote of a majority of its Member Representatives, may for special, limited purposes, permit other persons to attend who shall not be deemed Members under these Bylaws.

(f) The Chair, or such other Member Representative as the Chair may designate, shall preside at all meetings of the Board.

ARTICLE VI AGENDA

(a) To the extent possible, matters shall be presented to the Board upon written agenda prepared by the Plan Administrator (with input from the Chair) and transmitted to the Member Representatives prior to Board meetings. Any Member Representative may request that the Plan Administrator add any matter to be discussed at the meeting to the Agenda by providing a written request to the Plan Administrator not less than two (2) business days prior to the meeting.

(b) Minutes shall be recorded in draft form by the Secretary (or another designated Member Representative identified at the beginning of the meeting) and distributed to all Member Representatives as soon as possible. The minutes need not be detailed but shall describe (i) Member Representatives and third parties in attendance, (ii) agenda items discussed and Board resolutions, and (iii) the result of any vote taken by the Board. All recorded minutes shall be deemed recorded in draft form until approved by the Board. Minutes shall be deemed approved by the Board and deemed final following distribution unless comments are received within seven (7) business days after distribution to the Member Representatives, in which event revised minutes reflecting such comments may be distributed.

(c) Written communications to and among the Member Representatives, Members, the Plan Administrator and any related professionals, if any, may be made by hand, first-class mail, overnight courier, or electronic mail transmission, at the then most current address, e-mail address provided to the Chair or the Secretary. Records of any such written communications shall be deemed sufficient and conclusive evidence of the communication, without the need for follow-up confirmation. It shall be the responsibility of each Member or Member Representative to notify the Chair or the Secretary of any change in contact information. It shall be the responsibility of the Chair or the Secretary to provide promptly an updated Board working group contact list to all Member Representatives and the Plan Administrator when any changes are made.

ARTICLE VII RESERVED

ARTICLE VIII OVERSIGHT

(a) The purpose of the Board is to oversee the Plan Administrator in his implementation and administration of the Plan as provided by the Plan and these Bylaws; provided that the Plan Administrator shall perform the day-to-day activities of implementing the Plan in good faith, including those activities set forth in Article V of the Plan.

(b) The professionals to the Plan Administrator shall prepare and deliver to the Board and the Plan Administrator a monthly report setting forth (i) a summary of the primary actions (including but not limited to steps taken to implement the winddown of the Company's entities, resolution of any material Claims objections, or other material activities significant to the closure of the Chapter 11 Cases) taken by the Plan Administrator and his professionals during the reporting period, (ii) information regarding the remaining balance of the Fee Reserve Account and the Winddown Account, with a comparison to the Agreed Budget, and (iii) any actions the Plan Administrator proposes to take during the next thirty (30) days from the date of such report (including but not limited to steps taken to implement the winddown of the Company's entities, resolution of any material Claims objections, or other material activities significant to the closure of the Chapter 11 Cases, if the Plan Administrator expects that such action will result in an deviation of \$250,000 or greater for any item in the Agreed Budget (each, an "**Anticipated Action(s)**"). The first monthly report shall be for the period following the Effective Date through September 30, 2019 and shall be provided to the Board on or about October 30, 2019. Following the one-year anniversary of the Effective Date, the reporting obligation shall be quarterly. The monthly/quarterly report shall be delivered to the Board on or about the thirtieth calendar day following the last day of the reporting period. In addition to the reporting requirements in this Paragraph (b), the Plan Administrator shall use commercially reasonable efforts to respond to a Member's reasonable request for information related to the winddown of the Company's entities.

(c) At least seven (7) business days prior to paying any monthly professional invoice in excess of \$50,000, the Plan Administrator shall provide a copy of a summary of such invoice to the Board. If, prior to the expiration of such seven-day period, the Board (by majority vote) objects to the payment of such invoice, the Plan Administrator, the Board and the relevant professional shall negotiate in good faith to resolve such objection. In the event the parties are unable to resolve such objection, the Board shall file such objection with the Bankruptcy Court for resolution. Pending resolution of any such objection, the Plan Administrator shall not pay the disputed portion of such invoice.

(d) If the Plan Administrator determines in his business judgment to take any of the actions set forth in this Paragraph (d), he shall, to the extent practicable, (i) include such actions in his report of Anticipated Actions, or (ii) provide the Board with reasonable written notice of the proposed action ("**Notice**"). The Plan Administrator may proceed with the proposed action unless, within seven (7) calendar days following transmittal of the Notice or the report of Anticipated Actions (as applicable), two or more

of the Member Representatives request a meeting. In such case, the Plan Administrator may only proceed with the proposed action by a (i) majority vote of the Member Representatives at a meeting duly called and scheduled in accordance with Article V; or (ii) unanimous written consent (including via electronic mail) of all Member Representatives. In the event that, within a reasonable time after two or more Member Representatives have requested a meeting regarding a proposed action and the Board refuses to consent to the proposed action, the Board and the Plan Administrator shall confer in good faith in an attempt to resolve such dispute and, in the absence of resolution, the Plan Administrator may bring the proposed action to the Bankruptcy Court for approval (and if Bankruptcy Court approval is granted, the Plan Administrator may proceed with the proposed action).

(i) the retention of professionals by the Company where the Plan Administrator anticipates that the professional's fees will exceed \$50,000; provided however, that the Board shall not be required or permitted to approve any professional already retained by the Company prior to the Effective Date of the Plan.

(ii) making Distributions in excess of \$500,000 in accordance with the terms of the Plan.

(iii) any decision to prosecute a Debtor Cause of Action, elect not to pursue any Debtor Causes of Action, or compromise, settle, abandon, dismiss, or otherwise dispose of any such Debtor Cause of Action in each case to the extent that such Debtor Cause of Action has a value of \$500,000 or greater.

(iv) the closing of any of the Chapter 11 Cases.

(e) Upon a unanimous vote of the Board, the Board may remove and replace the Plan Administrator for Cause. "Cause" in these Bylaws shall mean a determination by a Final Order of the Bankruptcy Court, after notice and hearing, that an individual has engaged in (i) fraud, embezzlement, or theft; (ii) the commission of any material act of dishonesty involving the Debtors which causes material harm to the Debtors or their Estates; (iii) the commission of any willful misconduct that causes material harm to the Debtors or their Estates (including any intentional violation of the Plan or Bylaws); or (iv) an intentional violation of any law.

(f) Apart from the rights listed in Paragraphs (b) through (e) of this Article VIII, the Board shall have no other right, power, or authority with respect to the Plan, the Plan Administrator or the Winddown of the Company's entities and their assets.

ARTICLE IX CONFLICTS OF INTEREST

(a) If any matter under consideration by the Board involves a potential conflict of interest with any Member Representative serving on the Board (including any Disputed Claim being considered by the Board that is asserted by a Member or Member Representative), the Member Representative with such potential conflicting interest shall immediately (i) disclose to the Board the existence of any potential conflict of which he or she has knowledge; and (ii) abstain from (x) attending any portion of the discussion of the matter and (y) voting on the matter being considered by the Board. Consistent with the foregoing, any Member Representative(s) having a potential conflict of interest shall not have access to (i) Confidential Information (defined below); and (ii) reports or work product (including draft pleadings), with respect to the matter in which the potential conflict of interest exists. The required number of votes to approve any action of the Board relating to such matter will be reduced proportionately based on the number of conflicted Member Representatives.

(b) Notwithstanding anything to the contrary in Article IX, there shall not be a conflict of interest with respect to any Member, Member Representative, or such Member Representative's employer, or the Plan Administrator, and the procedures set forth in Paragraph (a) of this Article IX shall not apply with respect to, the Plan Administrator's assertion of any Debtor Cause of Action against the Debtors and/or their current and former predecessors, successors and assigns, subsidiaries, and Affiliates, and its and their officers, directors, members, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, and other professionals, and such persons' respective heirs, executors, Estates, servants and nominees.

(c) Nothing contained in these Bylaws shall, subject to Articles IX and X, prevent any Member from exercising (or omitting to exercise) or seeking (or omitting to seek) to enforce or protect any of its rights as an individual creditor or other party in interest in any of the Debtors' Chapter 11 Cases as it may deem appropriate.

ARTICLE X CONFIDENTIALITY OF INFORMATION

(a) Each Member Representative and its respective Member agrees that it will use Confidential Information solely for the purpose described in Paragraph (a) of Article I.

(b) All information, irrespective of form or medium of communication, including, without limitation, matters discussed at Board meetings (whether or not memorialized in any minutes thereof), any documents, oral and written communications, electronic correspondence, and all information posted in any electronic data room) obtained by or made available to Member Representatives or their Representatives as a result of or in connection with their service on the Board that is not generally available to the public, any information or material received from the Plan Administrator, the Debtors, or their Representatives that is not available to the public, including, without limitation, information concerning the Debtors' and certain of its affiliates' assets, liabilities, business operations, business practices, business plans, financial projections, financial and business analyses, intellectual property, trade secrets and compilations and studies relating to the foregoing, and other documents prepared by the Plan Administrator or the Debtors and certain of its affiliates, the or their Representatives (collectively, with any notes, analyses, reports, models, forecasts, projections, compilations, studies, interpretations, documents or records to the extent containing, based upon or derived from any such information, in whole or in part, whether generated by the Member Representative, or otherwise (including all summaries thereof or information derived therefrom) ("**Confidential Information**") is confidential and shall not be disclosed or revealed to third parties; provided, however, that Confidential Information shall not include information that (i) is available to, or was in the possession of, a Member Representative, on a non-confidential basis independently from the receipt of such information in its capacity as a Member Representative; (ii) is available to the public other than as a result of a breach of any of the provisions of this Article X; (iii) is or becomes independently available to a Member Representative by a means other than service on or in connection with its membership on the Board so long as the Member Representative's receipt of such information is not, to the knowledge of such Member Representative, governed by any other confidentiality provisions or agreements; or (iv) was or is independently developed by such Member Representative without use of, or reference to, any Confidential Information; provided, further, the use and disclosure (or non-disclosure) of Confidential Information received by a Member Representative from a Member or its Representatives outside of its capacity as a Member Representative and pursuant to a separate agreement between such Member Representative and the Member that is unrelated to such Member Representative's service on the Board shall be governed by the terms of such agreement and not subject to the confidentiality provisions hereof.

(c) Notwithstanding the foregoing provisions of this Article X, a Member Representative may share any Confidential Information: (i) with other Member Representatives; (ii) other

Members (ii) the Plan Administrator; (iv) with such Member Representative's or such appointing Member's professional advisors, attorneys, financial consultants, auditors, fund administrators, regulators and employees (including employees of affiliates of the Member appointing such Member Representative), directors, officers, affiliates, trustees, or agents (all of such persons who actually receive Confidential Information, collectively, "**Representatives**") who (x) reasonably require such information to discharge the responsibilities of such Member Representative as part his or her job responsibilities as such Member's appointee, and (y) agree to be, and are bound by, these confidentiality provisions and this obligation of confidentiality; (iv) when required by law, rule, regulation or court (collectively, "**Law**"), only as to such portion of the Confidential Information as is required to be disclosed and is determined to be required to be disclosed by the disclosing Member Representative, in consultation with counsel and upon notice to the Board to the extent such notice is permitted by Law; (v) where requested by any regulatory authority or internal or outside auditor; (vi) with a third party, provided that a confidentiality agreement reasonably acceptable to the entire Board and, if related to Confidential Information provided to the entire Board by the Plan Administrator, the Plan Administrator, is duly executed with such third party (it being agreed and understood that any such confidentiality agreement shall contain third-party beneficiary rights for the Plan Administrator if any Confidential Information of the Debtors and/or the Plan Administrator will be provided thereunder); and (vii) in the context of court proceedings, after such Member Representative has sought an order providing that such information shall be filed under seal and has given notice of the filing of such motion to the Board.

(d) Upon the resignation or removal of a Member Representative, such Member Representative shall, if requested in writing by the Board or by a Member Representative that provided (or whose Member provided) Confidential Information promptly return to the Board or certify in writing the destruction of written Confidential Information (including copies thereof) that was received by the Member Representative in his or her capacity as a Member Representative and in the course of its tenure as a Member Representative of the Board or affirmatively state in writing (including electronic mail) that a good faith effort was made by the Member Representative to destroy all such material. Notwithstanding the foregoing, a Member Representative shall not be required to return or destroy confidential material that it deems appropriate to retain for the purposes of compliance with applicable Law, regulations, professional obligations, or established document retention policies, provided, that, all such retained confidential material shall remain subject to the confidentiality provisions herein.

(e) Notwithstanding the resignation or removal of a Member Representative, such Member Representative shall continue to be bound by this Article X.

(f) If a Member Representative violates the provisions of this Article X, the Board may request that the Bankruptcy Court remove such Member Representative from the Board. Each Member and Member Representative recognizes and acknowledges that it has a duty of confidentiality under these Bylaws and each agrees to treat Confidential Information in accordance with this Article X.

ARTICLE XI DISCHARGE AND DISSOLUTION

(a) The Board shall be discharged and dissolved, and the service of the Member Representatives completed, upon the earlier to occur of (i) the date on which (each of the Company's entities is fully and finally wound down, liquidated, dissolved or otherwise terminated pursuant to applicable law or (ii) the effective date of a unanimous resolution by the Member Representatives providing for the dissolution of the Board. In each such instance, the Board shall have no further liabilities or responsibilities and the Board shall be terminated. The discharge and dissolution of the Board pursuant to clause (ii) of this Paragraph (a) shall not result in a discharge of the Plan Administrator, who shall continue to perform his duties under the Plan.

ARTICLE XII COMMON INTEREST PRIVILEGE

(a) Consistent with their fiduciary duties the Board agrees to work with the Plan Administrator to satisfy the Plan Administrator's and the Board's duties under the Plan to maximize the residual value remaining in the Winddown Account and the winddown the Company's entities.

(b) Based on the duties described here, the Board and the Plan Administrator have certain common and interrelated legal rights and obligations and common legal interests with Chapter 11 Cases and the winddown of the Company's entities. In furtherance of those common and interrelated legal rights and obligations, the Board needs and wishes to ensure that it is free to share and exchange certain information with the Plan Administrator that may be necessary and appropriate without waiving the protections of any applicable privilege, doctrine, immunity, or protection from discovery or disclosure.

ARTICLE XIII EXPENSES & COMPENSATION

(a) No Member Representative or Member shall be entitled to (i) any compensation for service on the Board or (ii) reimbursement of any fees or expenses in connection with service on the Board. If the Board engages any professional (or if any Member Representative or Member has engaged a professional), the Company shall not be responsible for paying the fees or expenses of any such professional.

ARTICLE XIV RULES OF PROCEDURE

(a) The Chair shall preside over each Board meeting in a manner that promotes fairness, a full opportunity for discussion and analysis of all business coming before the Board, and a full opportunity for each Member to express its view. Parliamentary procedures and any formal "Rules of Order" shall not be followed.

(b) Each Member and the Plan Administrator shall have the right of enforcement of the provisions hereof in the Bankruptcy Court.

ARTICLE XV OTHER

(a) These Bylaws shall become effective upon entry of the Confirmation Order and the occurrence of the Effective Date, and may only be amended, waived or repealed, in writing, by all of the Members; provided however, notwithstanding anything to the contrary in these Bylaws, Article VIII and any other material provision of these Bylaws may only be amended by Final Order of the Bankruptcy Court after notice and hearing.

(b) Each Member and each Member Representative shall be indemnified and held harmless by the Debtors for any losses incurred in such capacity, except to the extent such losses were the result of such Member or Member Representative's own fraud, gross negligence, willful misconduct or criminal conduct. To the fullest extent permitted by applicable law, each Member and each Member Representative is hereby released and exculpated from any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy loss and liability for any claim in connection with or arising out of service on this Board and any actions taken or approved (or not taken or not approved) in such capacity, except for action determined by Final Order to constitute gross negligence, willful misconduct, fraud or criminal conduct.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

(d) The Bankruptcy Court shall retain jurisdiction over these Bylaws to the fullest extent permitted.

Exhibit A

Agreed Budget

E&Y - Estimated Fee to Monitor and Coordinate Wind Down of non-U.S. Entities	
Plan Administrator Cost	
Contingency	
Total Wind Down Cost	

Exhibit A-2

Plan Oversight Board Bylaws (Redline)

**BYLAWS OF PLAN OVERSIGHT BOARD OF WAYPOINT
LEASING HOLDINGS LTD., et al., CHAPTER 11 CASE NO. 18-13648-SMB**

ARTICLE I PURPOSE AND MEMBERSHIP

(a) The Plan Oversight Board (the “**Board**”) is established pursuant to that certain *Order Confirming the Debtors’ ~~Second~~Third Amended ~~Modified~~ Chapter 11 Plan of Liquidation*, dated July [●], 2019 (the “**Confirmation Order**”), entered in the chapter 11 cases of Waypoint Leasing Holdings Ltd. and its affiliated debtors and debtors in possession (the “**Debtors**”, and together with their non-Debtor direct and indirect subsidiaries, the “**Company**”) and the ~~Second~~Third Amended ~~Modified~~ Chapter 11 Plan of Liquidation (as has been or may be amended or supplemented, the “**Plan**”).¹ The Board is formed for the sole purpose of performing its obligations under the Plan and Confirmation Order, including overseeing the individual serving as Plan Administrator: and his implementation and administration of the Plan, as set forth in the Plan and consistent with the original agreed budget, which is attached hereto and incorporated into the Bylaws as Exhibit A (the “Agreed Budget”). The total estimated winddown costs set forth in the Agreed Budget is \$13,726,340, to be funded from the Winddown Account.

(b) The Board shall at all times be comprised of three ~~individuals~~institutions (each such ~~individual~~institution, a “**Member**”): ~~one. The Members appointed by~~shall be (i) SunTrust Bank, as both administrative agent and collateral agent under the WAC7 Credit Agreement (“SunTrust”); (ii) one Member appointed by Wells Fargo Bank, National Association, as both administrative agent and collateral agent of the holders of Notes under the WAC8 Note Purchase Agreement as selected by Required Holders (as defined under the WAC8 Note Purchase Agreement (the “Wells Fargo”); and one member appointed by WAC8 Member”); and (iii) Macquarie PF Inc., as the WAC1 Administrative Agent and a WAC Lender under the WAC1 Credit Agreement, WAC3 Credit Agreement, and WAC6 Credit Agreement (“Macquarie” and, together with SunTrust and Wells Fargo, the “Appointing Parties”). Each Member shall have one vote. appoint a representative from the Member institution (the “Member Representative”) who shall have one vote and represent its Member on the Board. Each Member Representative shall have the authority to exercise all rights and take any actions of the applicable Member set forth in these Bylaws.

(c) Members ~~of the Board~~ will act in a fiduciary capacity in the same manner as members of an official committee of creditors appointed pursuant to section 1102 of the Bankruptcy Code have.

(d) A Member Representative may be removed by a majority of the Board for Cause (as defined herein), in which case the ~~Appointing Party who originally named such removed~~relevant Member may appoint a replacement ~~but such replacement must be unaffiliated with the removed member. In no event shall the removed member have the right to designate his or her replacement. During the period after the removal and prior to the appointment of a substitute Member. To the extent that a Member does not appoint a replacement representative within five (5) Business Days,~~ the membership of

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

the Board shall consist of those Members with representatives remaining after the removal or resignation until ~~a vacancy on the Board is filled~~ such replacement Member Representative is designated. The Board may perform all of its functions with its reduced number of Members Representatives, disregarding such vacancy for purposes of determining a Quorum (as defined below). A Member Representative who is removed for Cause may not be reappointed to the Board.

(e) Any Member may designate an alternate Member Representative to attend Board meetings and to otherwise carry out the functions of such Member Representative; provided, however, that (i) such alternate representative is approved by the respective ~~Appointing Party~~ Member as the alternate representative for such Member Representative, (ii) such designation is made to the Chair (defined below) at or before the relevant meeting, and (iii) such alternate representative has agreed to abide by these Bylaws and act in a fiduciary capacity. Any alternate representative shall be deemed a Member Representative for all purposes of the meetings in the absence of the ~~Member~~ original Member Representative. Each Member shall endeavor to restrict the number of alternate Member Representatives so that Board continuity and efficiency can be maximized.

(f) A Member Representative resigning from the Board shall give ~~reasonable~~ no less than thirty (30) days written notice of such resignation to the Chair and Plan Administrator; provided that such resignation shall not become effective until the respective ~~Appointing Party~~ Member has appointed a substitute Member Representative. If a Member Representative resigns from the Board, the respective ~~Appointing Party~~ Member that appointed such resigning Member Representative shall have the exclusive right to appoint a substitute Member Representative for the resigned Member. In no event shall the resigning Member Representative have the right to designate a successor for such Member Representative.

(g) Each person who becomes a Member Representative after the removal or resignation of a Member Representatives (a “**New Member Representative**”) shall be deemed automatically to have ratified and accepted these Bylaws in all respects, without necessity of further action by such New Member Representative, the Board or any other person, and all references to Members Representatives herein shall apply in the same manner and form to such New Member Representative.

ARTICLE II BOARD CHAIR

(a) There shall be one Board chair (the “**Chair**”), and there may be a secretary of the Board (the “**Secretary**”), each of whom shall be elected by a majority vote of the Members Representatives, and each of whom shall serve until the earlier of resignation, removal, or dissolution of the Board.

(b) The Chair shall have the authority to sign documents on behalf of the Board as appropriate in order to implement decisions of the Board.

(c) The Chair may voluntarily resign or be removed, with or without cause, by affirmative vote of a majority of the Members. Upon removal of the Chair, the Board shall promptly elect a successor. Removal of a Member Representative as Chair shall not result in removal of such Member Representative from the Board, ~~unless such Member is removed pursuant to Article I hereof.~~

ARTICLE III MINUTES & NOTICES

(a) The Chair or Secretary (as determined by the Chair) shall issue all authorized notices for, and shall keep minutes of, all meetings of the Board and shall have charge of the internal records and shall perform such other duties as the Board may from time to time prescribe.

ARTICLE IV QUORUM

(a) A quorum shall consist of all three Members ~~Representatives~~ (or designated alternates) (“**Quorum**”).

(b) Proxies in respect of specific votes shall be permitted, provided such proxy vote shall be confirmed in writing (including by facsimile or electronic mail) to each other Member ~~Representatives~~ before such meeting. Voting by a designated alternate shall not be deemed to be voting by proxy.

ARTICLE V MEETINGS

(a) No meeting shall be held unless a Quorum is present at the beginning of the meeting and the following notice procedures have been complied with.

(b) Regular meetings may be held from time to time on dates and at locations designated by the Chair or Secretary. Announcements of the date and place of the next succeeding regular meeting shall be made by the Chair or Secretary at a duly scheduled meeting, and confirmed by the Chair in writing (including electronic mail) sent to all Members ~~Representatives~~ on not less than three (3) days’ notice following such meeting.

(c) Additional meetings may be called upon at least one (1) business day prior written notice (including electronic mail) to each Member ~~Representative~~. In addition, any Member ~~Representative~~ or the Plan Administrator may request a special meeting on one (1) business day’s written notice (including electronic mail). If a special meeting is requested pursuant to this Article V, the Chair shall call the special meeting on behalf of the requesting Member ~~Representative~~ or the Plan Administrator.

(d) Meetings shall be held in person or by telephonic conference call or by a combination thereof and each Member Representative may attend and participate in any meeting in person or telephonically; provided that, under no circumstances shall Members or Member Representatives be entitled to reimbursement of any travel or other expenses.

(e) Due to the potentially sensitive, non-public nature of subjects that may be discussed by the Board, meetings of the Board shall not be open to persons other than the Plan Administrator or the Members ~~Representatives~~ (or their designated alternate(s), including any designated alternate attending as an observer pursuant to Paragraph (e) of Article I); provided, however, that professionals for the ~~Appointing Parties~~ Members and the Plan Administrator shall be permitted to attend. The Board, by affirmative vote of a majority of its Members ~~Representatives~~, may for special, limited purposes, permit other persons to attend who shall not be deemed Members under these Bylaws.

(f) The Chair, or such other Member ~~Representative~~ as the Chair may designate, shall preside at all meetings of the Board.

ARTICLE VI AGENDA

(a) To the extent possible, matters shall be presented to the Board upon written agenda prepared ~~at~~by the ~~direction of~~Plan Administrator (with input from the Chair) and transmitted to the Members Representatives prior to Board meetings. Any Member Representative may request that the Plan Administrator add any matter to be discussed at the meeting to the Agenda by providing a written request to the Plan Administrator not less than two (2) business days prior to the meeting.

~~(b) Matters as to which any Member requests action by the Board shall be presented to each Member, when feasible, prior to the meeting at which such matters are to be considered.~~

(b) ~~(c)~~Minutes shall be recorded in draft form by the Secretary (or another designated Member Representative identified at the beginning of the meeting) and distributed to all Members Representatives as soon as possible. The minutes need not be detailed but shall describe (i) Members Representatives and third parties in attendance, (ii) agenda items discussed and Board resolutions, and (iii) the result of any vote taken by the Board. All recorded minutes shall be deemed recorded in draft form until approved by the Board. Minutes shall be deemed approved by the Board and deemed final following distribution unless comments are received within seven (7) business days after distribution to the Members Representatives, in which event revised minutes reflecting such comments may be distributed.

(c) ~~(d)~~Written communications to and among the Member Representatives, Members, the Plan Administrator and any related professionals, if any, may be made by hand, first-class mail, overnight courier, ~~facsimile transmission~~, or electronic mail transmission, at the then most current address, e-mail address ~~or facsimile number~~ provided to the Chair or the Secretary. Records of any such written communications shall be deemed sufficient and conclusive evidence of the communication, without the need for follow-up confirmation. It shall be the responsibility of each Member or Member Representative to notify the Chair or the Secretary of any change in contact information. It shall be the responsibility of the Chair or the Secretary to provide promptly an updated Board working group contact list to all Members Representatives and the Plan Administrator when any changes are made.

ARTICLE VII RESERVED

ARTICLE VIII OVERSIGHT

(a) The purpose of the Board is to oversee the Plan Administrator in his implementation and administration of the Plan as provided by the Plan and these Bylaws; provided that the Plan Administrator shall perform the day-to-day activities of implementing the Plan in good faith, including those activities set forth in Article V of the Plan.

(b) The professionals to the Plan Administrator shall prepare and deliver to the Board and the Plan Administrator a monthly report setting forth (i) a summary of the primary actions (including but not limited to steps taken to implement the winddown of the Company's entities, resolution of any material Claims objections, or other material activities significant to the closure of the Chapter 11 Cases) taken by the Plan Administrator and his professionals during the reporting period ~~as well as~~, (ii) information regarding the remaining balance of the Fee Reserve Account and the Winddown Account, with a comparison to the Agreed Budget, and (iii) any actions the Plan Administrator proposes to take during the next thirty (30) days from the date of such report (including but not limited to steps taken to implement the winddown of the Company's entities, resolution of any material Claims objections, or other material activities significant to the closure of the Chapter 11 Cases, if the Plan Administrator expects that such action will result in an deviation of \$250,000 or greater for any item in the Agreed Budget (each, an "Anticipated Action(s))).~~–~~ The first monthly report shall be for the period following the Effective Date through September 30, 2019 and shall be provided to the Board on or about October 30,

2019. Following the one-year anniversary of the Effective Date, the reporting obligation shall be quarterly. The monthly/quarterly report shall be delivered to the Board on or about the thirtieth calendar day following the last day of the reporting period. In addition to the reporting requirements in this Paragraph (b), the Plan Administrator shall use commercially reasonable efforts to respond to a Member's reasonable request for information related to the winddown of the Company's entities.

(c) At least ~~ten~~seven (~~10~~7) business days prior to paying any monthly professional invoice in excess of \$50,000, the Plan Administrator shall provide a copy of a summary of such invoice to the Board. If, prior to the expiration of such seven-day period, the Board (by majority vote) objects to the payment of such invoice, the Plan Administrator, the Board and the relevant professional shall negotiate in good faith to resolve such objection. In the event the parties are unable to resolve such objection, the Board shall file such objection with the Bankruptcy Court for resolution. Pending resolution of any such objection, the Plan Administrator shall not pay the disputed portion of such invoice.

(d) If the Plan Administrator determines in his business judgment to take any of the actions set forth in this Paragraph (d), he shall, to the extent practicable, (i) include such actions in his report of Anticipated Actions, or (ii) provide the Board ~~three (3) calendar days~~ with reasonable written notice ~~(including by electronic mail) (the "Notice Period")~~ of the proposed action ~~("Notice")~~. The Plan Administrator may proceed with the proposed action unless, within seven (7) calendar days following transmittal of the Notice ~~Period or the report of Anticipated Actions (as applicable)~~, two or more of the Members' Representatives request a meeting. In such case, the Plan Administrator may only proceed with the proposed action by a (i) majority vote of the Members' Representatives at a meeting duly called and scheduled in accordance with Article V; or (ii) unanimous written consent (including via electronic mail) of all Members' ~~Representatives~~. In the event that, within a reasonable time after two or more Member Representatives have requested a meeting regarding a proposed action and the Board refuses to consent to the proposed action, the Board and the Plan Administrator shall confer in good faith in an attempt to resolve such dispute and, in the absence of resolution, the Plan Administrator may bring the proposed action to the Bankruptcy Court for approval (and if Bankruptcy Court approval is granted, the Plan Administrator may proceed with the proposed action).

(i) the retention of professionals by the Company where the Plan Administrator anticipates that the professional's fees will exceed \$50,000; provided however, that the Board shall not be required or permitted to approve any professional already retained by the Company prior to the Effective Date of the Plan.

(ii) making ~~material~~-Distributions in excess of \$500,000 in accordance with the terms of the Plan.

(iii) any decision to prosecute a Debtor Cause of Action, elect not to pursue any Debtor Causes of Action, or compromise, settle, abandon, dismiss, or otherwise dispose of any such Debtor Cause of Action in each case to the extent that such Debtor Cause of Action has a value of \$500,000 or greater.

(iv) ~~(iii)~~ the closing of any of the Chapter 11 Cases.

~~(e) subject to the terms of the Plan, upon a majority vote by the Board and the reasonable approval of the Plan Administrator, the Plan Administrator may initiate, settle, or release a Debtor Cause of Action entitled to be asserted by the Plan Administrator under the terms of the Plan.~~

(e) ~~(f)~~ Upon a ~~majority~~unanimous vote of the Board, the Board may remove and replace the Plan Administrator for Cause. "Cause" in these Bylaws shall mean a determination by a Final

Order of the Bankruptcy Court, after notice and hearing, that an individual has engaged in (i) fraud, embezzlement, or theft; (ii) the commission of any material act of dishonesty involving the Debtors which causes material harm to the Debtors or their Estates; (iii) the commission of any willful misconduct that causes material harm to the Debtors or their Estates (including any intentional violation of the Plan or Bylaws); or (iv) an intentional violation of any law.

(f) ~~(e)~~ Apart from the rights listed in Paragraphs ~~(db)~~ through ~~(fe)~~ of this Article VIII, the Board shall have no other right, power, or authority with respect to the Plan, the Plan Administrator or the Winddown of the Company's entities and their assets.

ARTICLE IX CONFLICTS OF INTEREST

(a) If any matter under consideration by the Board involves a potential conflict of interest with any Member ~~(s) Representative~~ serving on the Board (including any Disputed Claim being considered by the Board that is asserted by a Member, ~~the Appointing Party that appointed a Member, or a Member's employer~~ or Member Representative), the Member ~~(s) Representative~~ with such potential conflicting interest shall immediately (i) disclose to the Board the existence of any potential conflict of which he or she has knowledge; and (ii) abstain from (x) attending any portion of the discussion of the matter and (y) voting on the matter being considered by the Board. Consistent with the foregoing, any Member ~~(s) Representative~~ having a potential conflict of interest shall not have access to (i) Confidential Information (defined below); and (ii) reports or work product (including draft pleadings), with respect to the matter in which the potential conflict of interest exists; ~~and (iii) the required number of votes to approve any action of the Board relating to such matter will be reduced proportionately based on the number of conflicted Members~~ Representatives.

(b) Notwithstanding anything to the contrary in Article IX, there shall not be a conflict of interest with respect to any Member, ~~the Appointing Party that appointed a Member Representative, or~~ such Member's Representative's employer, or the Plan Administrator, and the procedures set forth in Paragraph (a) of this Article IX shall not apply with respect to, the Plan Administrator's assertion of any Debtor Cause of Action against the Debtors and/or their current and former predecessors, successors and assigns, subsidiaries, and Affiliates, and its and their officers, directors, members, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, and other professionals, and such persons' respective heirs, executors, Estates, servants and nominees.

(c) Nothing contained in these Bylaws shall, subject to Articles IX and X, prevent any Member from exercising (or omitting to exercise) or seeking (or omitting to seek) to enforce or protect any of its rights as an individual creditor or other party in interest in any of the Debtors' Chapter 11 Cases as it may deem appropriate.

ARTICLE X CONFIDENTIALITY OF INFORMATION

(a) Each Member Representative and its respective Member agrees that it will use Confidential Information solely for the purpose described in Paragraph (a) of Article I.

(b) All information, irrespective of form or medium of communication, including, without limitation, matters discussed at Board meetings (whether or not memorialized in any minutes thereof), any documents, oral and written communications, electronic correspondence, and all information posted in any electronic data room) obtained by or made available to Members Representatives or their Representatives as a result of or in connection with their service on the Board that is not generally available to the public, any information or material received from the Plan Administrator, the Debtors, or

their Representatives that is not available to the public, including, without limitation, information concerning the Debtors' and certain of its affiliates' assets, liabilities, business operations, business practices, business plans, financial projections, financial and business analyses, intellectual property, trade secrets and compilations and studies relating to the foregoing, and other documents prepared by the Plan Administrator or the Debtors and certain of its affiliates, the or their Representatives (collectively, with any notes, analyses, reports, models, forecasts, projections, compilations, studies, interpretations, documents or records to the extent containing, based upon or derived from any such information, in whole or in part, whether generated by the Member Representative, or otherwise (including all summaries thereof or information derived therefrom) ("**Confidential Information**") is confidential and shall not be disclosed or revealed to third parties; provided, however, that Confidential Information shall not include information that (i) is available to, or was in the possession of, a Member Representative, on a non-confidential basis independently from the receipt of such information in its capacity as a Member Representative; (ii) is available to the public other than as a result of a breach of any of the provisions of this Article X; (iii) is or becomes independently available to a Member Representative by a means other than service on or in connection with its membership on the Board so long as the Member ~~'s~~ Representative's receipt of such information is not, to the knowledge of such Member Representative, governed by any other confidentiality provisions or agreements; or (iv) was or is independently developed by such Member Representative without use of, or reference to, any Confidential Information; provided, further, the use and disclosure (or non-disclosure) of Confidential Information received by a Member Representative from ~~an Appointing Party~~ a Member or its Representatives outside of its capacity as a Member Representative and pursuant to a separate agreement between such Member Representative and the ~~Appointing Party~~ Member that is unrelated to such Member ~~'s~~ Representative's service on the Board shall be governed by the terms of such agreement and not subject to the confidentiality provisions hereof.

(c) Notwithstanding the foregoing provisions of this Article X, a Member Representative may share any Confidential Information: (i) with other Member Representatives; (ii) other Members; (ii) the Plan Administrator; ~~(iii)~~ (iv) with such Member ~~'s~~ Representative's or such appointing Member's ~~Appointee's~~ professional advisors, attorneys, financial consultants, auditors, fund administrators, regulators and employees (including employees of affiliates of the Member appointing such Member ~~or such Member's employer~~ Representative), directors, officers, affiliates, trustees, or agents (all of such persons who actually receive Confidential Information, collectively, "**Representatives**") who (x) reasonably require such information to discharge the responsibilities of such Member ~~as a Member of the Board or~~ Representative as part his or her job responsibilities ~~with~~ as such Member's ~~Appointee~~, and (y) agree to be, and are bound by, these confidentiality provisions and this obligation of confidentiality; (iv) when required by law, rule, regulation or court (collectively, "**Law**"), only as to such portion of the Confidential Information as is required to be disclosed and is determined to be required to be disclosed by the disclosing Member Representative, in consultation with counsel and upon notice to the Board to the extent such notice is permitted by Law; (v) where requested by any regulatory authority or internal or outside auditor; (vi) with a third party, provided that a confidentiality agreement reasonably acceptable to the entire Board and, if related to Confidential Information provided to the entire Board by the Plan Administrator, the Plan Administrator, is duly executed with such third party (it being agreed and understood that any such confidentiality agreement shall contain third-party beneficiary rights for the Plan Administrator if any Confidential Information of the Debtors and/or the Plan Administrator will be provided thereunder); and (vii) in the context of court proceedings, after such Member Representative has sought an order providing that such information shall be filed under seal and has given notice of the filing of such motion to the Board.

(d) Upon the resignation or removal of a Member Representative, such Member ~~shall~~ Representative shall, if requested in writing by the Board or by a Member Representative that provided (or whose Member provided) Confidential Information promptly return to the Board or certify in writing the destruction of written Confidential Information (including copies thereof) that was received by

the Member Representative in his or her capacity as a Member Representative and in the course of its tenure as a Member Representative of the Board or affirmatively state in writing (including electronic mail) that a good faith effort was made by the Member Representative to destroy all such material. Notwithstanding the foregoing, a Member Representative shall not be required to return or destroy confidential material that it deems appropriate to retain for the purposes of compliance with applicable Law, regulations, professional obligations, or established document retention policies, provided, that, all such retained confidential material shall remain subject to the confidentiality provisions herein.

(e) Notwithstanding the resignation or removal of a Member Representative, such Member Representative shall continue to be bound by this Article X.

(f) If a Member Representative violates the provisions of this Article X, the Board may request that the Bankruptcy Court remove such Member Representative from the Board. Each ~~undersigned party~~ Member and Member Representative recognizes and acknowledges that it has a duty of confidentiality under these Bylaws and each agrees to treat Confidential Information in accordance with this Article X.

ARTICLE XI DISCHARGE AND DISSOLUTION

(a) The Board shall be discharged and dissolved, and the service of the Members Representatives completed ~~when, upon the earlier to occur of (i) the date on which~~ (each of the Company's entities is fully and finally wound down, liquidated, dissolved or otherwise terminated pursuant to applicable law; ~~in~~ or (ii) the effective date of a unanimous resolution by the Member Representatives providing for the dissolution of the Board. In each such instance, the Board shall have no further liabilities or responsibilities and the Board shall be terminated. The discharge and dissolution of the Board pursuant to clause (ii) of this Paragraph (a) shall not result in a discharge of the Plan Administrator, who shall continue to perform his duties under the Plan.

ARTICLE XII COMMON INTEREST PRIVILEGE

(a) Consistent with their fiduciary duties the Board agrees to work with the Plan Administrator to satisfy the Plan Administrator's and the Board's duties under the Plan to maximize the ~~return of value to the creditors of the Company and~~ residual value remaining in the Winddown Account and the winddown the Company's entities.-

(b) Based on the duties described here, the Board and the Plan Administrator have certain common and interrelated legal rights and obligations and common legal interests with Chapter 11 Cases and the winddown of the Company's entities. In furtherance of those common and interrelated legal rights and obligations, the Board needs and wishes to ensure that it is free to share and exchange certain information with the Plan Administrator that may be necessary and appropriate without waiving the protections of any applicable privilege, doctrine, immunity, or protection from discovery or disclosure.

ARTICLE XIII EXPENSES & COMPENSATION

(a) No Member ~~or Appointing Party~~ Representative or Member shall be entitled to (i) any compensation for service on the Board or (ii) reimbursement of any fees or expenses in connection with service on the Board. If the Board engages any professional (or if any Member ~~or Appointing Party~~ Representative or Member has engaged a professional), the Company shall not be responsible for paying the fees or expenses of any such professional.

ARTICLE XIV RULES OF PROCEDURE

(a) The Chair shall preside over each Board meeting in a manner that promotes fairness, a full opportunity for discussion and analysis of all business coming before the Board, and a full opportunity for each Member to express its view. Parliamentary procedures and any formal "Rules of Order" shall not be followed.

(b) Each ~~Appointing Party~~ Member and the Plan Administrator shall have the right of enforcement of the provisions hereof in the Bankruptcy Court.

ARTICLE XV OTHER

(a) These Bylaws shall become effective upon entry of the Confirmation Order and the occurrence of the Effective Date, and may only be amended, waived or repealed, in writing, by all of the ~~Appointing Parties~~ Members; provided however, notwithstanding anything to the contrary in these Bylaws, Article VIII and any other material provision of these Bylaws may only be amended by Final Order of the Bankruptcy Court after notice and hearing.

(b) Each Member and each Member Representative shall be indemnified and held harmless by the Debtors for any losses incurred in such capacity, except to the extent such losses were the result of such Member or Member Representative's own fraud, gross negligence, willful misconduct or criminal conduct. To the fullest extent permitted by applicable law, each Member and each Member Representative is hereby released and exculpated from any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy loss and liability for any claim in connection with or arising out of service on this Board and any actions taken or approved (or not taken or not approved) in such capacity, except for action determined by Final Order to constitute gross negligence, willful misconduct, fraud or criminal conduct.

(c) ~~(b)~~ This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

(d) ~~(c)~~ The Bankruptcy Court shall retain jurisdiction over these Bylaws to the fullest extent permitted.

[Exhibit A](#)

[Agreed Budget](#)

Summary report: Litéra® Change-Pro TDC 10.1.0.800 Document comparison done on 7/20/2019 1:46:56 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WEILDMS/WEIL/97079286/2	
Modified DMS: iw://WEILDMS/WEIL/97116201/1	
Changes:	
<u>Add</u>	184
Delete	107
Move From	0
Move To	0
<u>Table Insert</u>	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	291

Exhibit C-1

Plan Administrator Agreement (Clean)

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (the “**Agreement**”) is made this ____ day of _____, 2019, by and among Waypoint Leasing Holdings Ltd. and William Transier (the “**Plan Administrator**”). This Agreement sets forth, among other things, the scope of the services to be provided by the Plan Administrator (the “**Services**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Second Amended Modified Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings Ltd. and its Affiliated Debtors* [ECF No. 818] (as may be altered, amended, or modified from time to time, the “**Plan**”).

RECITALS:

A. WHEREAS, on November 25, 2018 (the “**Petition Date**”), Waypoint Leasing Holdings Ltd., and its affiliated debtors (the “**Original Debtors**”) commenced with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) voluntary cases (the “**Chapter 11 Cases**”) pursuant to chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

B. WHEREAS, following the Petition Date, the Chapter 11 Cases for certain Original Debtors were dismissed pursuant to various orders of the Bankruptcy Court, and the list of remaining Debtors is attached to the Plan as Exhibit A (the “**Debtors**”, and together with their direct and indirect non-Debtor wholly owned subsidiaries, the “**Company**”);

C. WHEREAS, on June 3, 2019, the Debtors filed the Plan.

D. WHEREAS, pursuant to the Plan, as of the Effective Date, the Plan Administrator will be appointed to serve as Plan Administrator for each of the Debtors.

E. WHEREAS, pursuant to the Plan, the Plan Administrator will, subject to oversight from the Plan Oversight Board, implement the Plan, make distributions to holders of allowed claims, winddown and liquidate the remaining assets of the Company, and dissolve the Company’s entities.

F. WHEREAS, on June 26, 2019, the Debtors filed the *Plan Supplement* for the Plan, which includes the bylaws governing the Plan Oversight Board and its oversight of the Plan Administrator (the “**Bylaws**”) [ECF No. 845].

G. WHEREAS, on July 22, 2019, the Debtors filed the *Amended Plan Supplement* which amended the Bylaws [ECF No. [●]].

H. WHEREAS, on July [●], 2019, the Court entered the *Order Confirming the Third Amended Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings Ltd. and its Affiliated Debtors* [ECF No. [●]] (the “**Confirmation Order**”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. *Acceptance.* The Plan Administrator hereby agrees to accept his appointment as the Plan Administrator and provide the Services pursuant to the Plan, the Bylaws and the Confirmation Order, and as set forth herein. Notwithstanding the date of execution, this Agreement shall only become effective on the Effective Date.

2. *Duties, Powers, and Rights of Plan Administrator.* From and after the Effective Date, but subject to the Plan and the Bylaws, the Plan Administrator shall act for the Debtors and their creditors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof. The Plan Administrator shall have all duties, powers, and rights set forth herein, in the Plan, and in the Confirmation Order, subject to the authority of the Plan Oversight Board as set forth in the Bylaws, including the following:

(i) subject to Bankruptcy Court approval when necessary, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;

(ii) make Distributions to holders of Allowed Claims in accordance with the Plan;

(iii) exercise his reasonable business judgment to direct and control the winddown, liquidation, sale and/or abandoning of the remaining assets of the Company under the Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;

(iv) exercise his reasonable business judgment to direct and control the dissolution, liquidation, striking off, or similar action to winddown each of the Company's entities;

(v) prepare, file, and prosecute any necessary filings and/or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;

(vi) subject to Bankruptcy Court approval when necessary, prosecute all Causes of Action on behalf of the Company, elect not to pursue any such Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may reasonably determine is in the best interests of the Company;

(vii) make payments to existing retained professionals (consistent with the terms of any Bankruptcy Court order approving such retention and subject to any applicable Bankruptcy Court approval requirements), as well as other professionals who may be engaged after the Effective Date;

(viii) retain professionals to assist in performing his duties under the Plan;

(ix) maintain the books and records and accounts of the Company;

(x) invest Cash of the Company, including any Cash proceeds realized from the liquidation of any assets of the Company, including any Causes of Action, and any income earned thereon;

(xi) incur and pay, reasonable and necessary documented expenses in connection with the performance of duties under the Plan, including the reasonable and documented fees and expenses of professionals retained by the Plan Administrator;

(xii) administer the Company's tax obligations, including (i) filing tax returns and paying tax obligations, (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of each Debtor or its estate under Bankruptcy Code section 505(b) for all taxable periods of a Debtor ending after the Petition Date through the liquidation of such Debtor as determined under applicable tax laws, and (iii) representing the interest and account of each Debtor or its estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

(xiii) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Company that are required hereunder, by any Governmental Unit or applicable law;

(xiv) exercise any rights of the Debtors under the Transition Services Agreement and pay for such services (in accordance with the terms thereof);

(xv) pay Statutory Fees and file reports in accordance with sections 2.4 and 13.1 of the Plan; and

(xvi) perform other duties and functions that are consistent with the implementation of the Plan.

3. *No Other Duties.* Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, the Bylaws, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to his position.

4. *Retention of Counsel and Agents.* Subject to the authority of the Plan Oversight Board, as set forth in the Bylaws, the Plan Administrator may hire attorneys, accountants and other professionals as may be required or appropriate in connection with its duties herein, and pay reasonable compensation to such advisors. Any professionals retained by the Plan Administrator, shall be entitled to reasonable compensation for services rendered and reimbursement of reasonable and documented fees, costs and expenses incurred. The payment of the fees, costs and expenses of the Plan Administrator and his retained professionals incurred after the Effective Date shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; provided, however, that any disputes related to such fees, costs and expenses shall be brought before the Bankruptcy Court.

5. *Fees.* The fees of the Plan Administrator shall be \$37,500 per month for the first twelve months following the Effective Date and \$25,000 per month thereafter until this Agreement is terminated pursuant to section 8 hereof (collectively, the "**Fees**"). The initial payment of \$37,500 shall be made within five (5) business days following the Effective Date, and each successive payment shall be made on the same date (or next subsequent business day) of each month going forward. The Fees shall be payable out of the Winddown Account.

6. *Substantial Completion of Winddown.* If at any time following the one (1) year anniversary of the Effective Date the Plan Administrator and the Plan Oversight Board reasonably

determine in good faith that the dissolution, liquidation, striking off, or similar winddown action for each of the Company's entities has been substantially consummated, the Plan Administrator and the Plan Oversight Board shall meet in good faith to discuss reasonable modifications to the Fees or the resignation of the Plan Administrator; provided that the Plan Oversight Board may seek relief from the Bankruptcy Court if the parties are unable to agree on any such modifications or resignation.

7. *Expenses.* In performance of the Services, the reasonable and documented out of pocket expenses of the Plan Administrator shall be reimbursed.

8. *Service of Plan Administrator.* The Plan Administrator shall serve until (i) the Plan Administrator resigns, (ii) the Plan Administrator is removed by a unanimous vote of the Plan Oversight Board for Cause, or (iii) each of the Chapter 11 Cases have been closed, dismissed or converted in accordance with the Plan and each of the Company's entities is fully and finally wound down, liquidated, dissolved or otherwise terminated pursuant to applicable law. Upon the occurrence of (i), (ii), or (iii) this Agreement shall terminate and no further Fees shall be due to the Plan Administrator; provided that the Plan Administrator shall be entitled to the reimbursement of expenses incurred prior to such termination in accordance with section 7 of this Agreement. "Cause" in this Agreement shall have the same meaning as in the Bylaws.

9. *Indemnification.* In addition to any other indemnification provided to the Plan Administrator under any corporate organizational document, the Plan Administrator (in his capacity as such) shall be indemnified and held harmless as set forth in section 5.3 of the Plan. Such indemnification shall survive the termination of this agreement.

10. *Plan Provisions.* In connection with all actions taken in his capacity as Plan Administrator, the Plan Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, the Plan Administrator shall not be entitled to any release, exculpation, or indemnification if the Plan Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court.

11. *Reliance by Plan Administrator.* To the fullest extent permitted by applicable law, the Plan Administrator may rely, and shall be fully protected in acting or refraining from acting if he relies, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Plan Administrator reasonably believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of e-mails or facsimiles, to have been sent or the Plan Administrator reasonably believes to have been sent by the proper party or parties, and the Plan Administrator may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. To the fullest extent permitted by applicable law, the Plan Administrator may consult with counsel, accountants, financial advisors, and other professionals with respect to matters in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator (other than for acts or omissions constituting willful misconduct, bad faith, gross negligence, or fraud of the Plan Administrator as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction). To the fullest extent

permitted by applicable law, the Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon (other than for acts or omissions constituting willful misconduct, bad faith, gross negligence, or fraud of the Plan Administrator as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction). To the fullest extent permitted by applicable law, the Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan, the Bylaws, or any other document executed in connection herewith or therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

12. *Common Interest.* Consistent with his fiduciary duties, the Plan Administrator agrees to work with the Plan Oversight Board to satisfy the Plan Administrator's and the Plan Oversight Board's duties under the Plan to maximize the return of value to the creditors of the Company and winddown the Company's entities. Based on the duties described here, the Board and the Plan Administrator have certain common and interrelated legal rights and obligations and common legal interests with Chapter 11 Cases and the winddown of the Company's entities. In furtherance of those common and interrelated legal rights and obligations, the Plan Administrator needs and wishes to ensure that it is free to share and exchange certain information with the Plan Administrator that may be necessary and appropriate without waiving the protections of any applicable privilege, doctrine, immunity, or protection from discovery or disclosure.

13. *Survival.* Upon termination of this Agreement, the Plan Administrator shall have no further duties or obligations hereunder or as Plan Administrator, except as specifically provided herein. For the avoidance of doubt, any other provision in the Agreement, which, by its terms, specifically survives termination of the Agreement, shall survive termination of this Agreement.

14. *Headings.* The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or of any term or provision hereof.

15. *Amendment; Waiver.* This Agreement may only be amended in writing by the Plan Administrator and Holdings; provided however, that no material term of this Agreement may be amended or waived without approval by the Bankruptcy Court and the prior written consent of the Plan Oversight Board, the Plan Administrator, and Holdings.

16. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

17. *Retention of Jurisdiction.* The Bankruptcy Court shall retain jurisdiction over this Agreement.

18. *Conflict with Plan.* This Agreement incorporates and is subject to the provisions of the Plan. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. In the event that the provisions of

this Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control.

19. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted or amended, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, the parties recognize and agree that this Agreement is to be interpreted and applied in such manner as to, as nearly as possible, give effect to the parties' intent to all provisions hereof, including, without limitation, such provisions as may be declared to be unenforceable.

20. *Integration.* This Agreement (together with the Plan, the Bylaws and the Confirmation Order) sets forth in full the terms of agreement between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto.

21. *Successors and Assigns.* No party hereto shall have the right to assign its rights hereunder.

22. *Counterparts; Effectiveness.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same agreement. Provided the Effective Date has occurred, this Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or e-mail transmission. Such facsimile or e-mail signature shall be treated in all respects as having the same effect as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers.

PLAN ADMINISTRATOR

By:

Name: William L. Transier

Exhibit C-2

Plan Administrator Agreement (Redline)

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (the “**Agreement**”) is made this ____ day of _____, 2019, by and among Waypoint Leasing Holdings Ltd. and William Transier (the “**Plan Administrator**”). This Agreement sets forth, among other things, the scope of the services to be provided by the Plan Administrator (the “**Services**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Second Amended Modified Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings Ltd. and its Affiliated Debtors* [ECF No. 818] (as may be altered, amended, or modified from time to time, the “**Plan**”).

RECITALS:

A. WHEREAS, on November 25, 2018 (the “**Petition Date**”), Waypoint Leasing Holdings Ltd., and its affiliated debtors (the “**Original Debtors**”) commenced with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) voluntary cases (the “**Chapter 11 Cases**”) pursuant to chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

B. WHEREAS, following the Petition Date, the Chapter 11 Cases for certain Original Debtors were dismissed pursuant to various orders of the Bankruptcy Court, and the list of remaining Debtors is attached to the Plan as Exhibit A (the “**Debtors**”, and together with their direct and indirect non-Debtor wholly owned subsidiaries, the “**Company**”);

C. WHEREAS, on June 3, 2019, the Debtors filed the Plan.

D. WHEREAS, pursuant to the Plan, as of the Effective Date, the Plan Administrator will be appointed to serve as Plan Administrator for each of the Debtors.

E. WHEREAS, pursuant to the Plan, the Plan Administrator will, subject to oversight from the Plan Oversight Board, implement the Plan, make distributions to holders of allowed claims, winddown and liquidate the remaining assets of the Company, and dissolve the Company’s entities.

F. WHEREAS, on June ~~1~~26, 2019, the Debtors filed the *Plan Supplement* for the Plan, which includes the bylaws governing the Plan Oversight Board and its oversight of the Plan Administrator (the “**Bylaws**”) [ECF No. ~~1~~845].

G. WHEREAS, on July 22, 2019, the Debtors filed the *Amended Plan Supplement* which amended the Bylaws [ECF No. [●]].

H. ~~G.~~ WHEREAS, on July [●], 2019, the Court entered the *Order Confirming the SecondThird Amended Modified-Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings Ltd. and its Affiliated Debtors* [ECF No. [●]] (the “**Confirmation Order**”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. *Acceptance.* The Plan Administrator hereby agrees to accept his appointment as the Plan Administrator and provide the Services pursuant to the Plan, the Bylaws and the Confirmation Order, and as set forth herein. Notwithstanding the date of execution, this Agreement shall only become effective on the Effective Date.

2. *Duties, Powers, and Rights of Plan Administrator.* From and after the Effective Date, but subject to the Plan and the Bylaws, the Plan Administrator shall act for the Debtors and their creditors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof. The Plan Administrator shall have all duties, powers, and rights set forth herein, in the Plan, and in the Confirmation Order, subject to the authority of the Plan Oversight Board as set forth in the Bylaws, including the following:

(i) subject to Bankruptcy Court approval when necessary, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;

(ii) make Distributions to holders of Allowed Claims in accordance with the Plan;

(iii) exercise his reasonable business judgment to direct and control the winddown, liquidation, sale and/or abandoning of the remaining assets of the Company under the Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;

(iv) exercise his reasonable business judgment to direct and control the dissolution, liquidation, striking off, or similar action to winddown each of the Company's entities;

(v) prepare, file, and prosecute any necessary filings and/or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;

(vi) subject to Bankruptcy Court approval when necessary, ~~and subject to the authority of the Plan Oversight Board, as set forth in the Bylaws~~ prosecute all Causes of Action on behalf of the Company, elect not to pursue any such Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may reasonably determine is in the best interests of the Company;

(vii) make payments to existing retained professionals (consistent with the terms of any Bankruptcy Court order approving such retention and subject to any applicable Bankruptcy Court approval requirements), as well as other professionals who may be engaged after the Effective Date;

(viii) retain professionals to assist in performing his duties under the Plan;

(ix) maintain the books and records and accounts of the Company;

(x) invest Cash of the Company, including any Cash proceeds realized from the liquidation of any assets of the Company, including any Causes of Action, and any income earned thereon;

(xi) incur and pay reasonable and necessary documented expenses in connection with the performance of duties under the Plan, including the reasonable and documented fees and expenses of professionals retained by the Plan Administrator;

(xii) administer the Company's tax obligations, including (i) filing tax returns and paying tax obligations, (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of each Debtor or its estate under Bankruptcy Code section 505(b) for all taxable periods of a Debtor ending after the Petition Date through the liquidation of such Debtor as determined under applicable tax laws, and (iii) representing the interest and account of each Debtor or its estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

(xiii) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Company that are required hereunder, by any Governmental Unit or applicable law;

(xiv) exercise any rights of the Debtors under the Transition Services Agreement and pay for such services (in accordance with the terms thereof);

(xv) pay Statutory Fees and file reports in accordance with sections 2.4 and 13.1 of the Plan; and

(xvi) perform other duties and functions that are consistent with the implementation of the Plan.

3. *No Other Duties.* Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, the Bylaws, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to his position.

4. *Retention of Counsel and Agents.* Subject to the authority of the Plan Oversight Board, as set forth in the Bylaws, the Plan Administrator may hire attorneys, accountants and other professionals as may be required or appropriate in connection with its duties herein, and pay reasonable compensation to such advisors. Any professionals retained by the Plan Administrator, shall be entitled to reasonable compensation for services rendered and reimbursement of reasonable and documented fees, costs and expenses incurred. The payment of the fees, costs and expenses of the Plan Administrator and his retained professionals incurred after the Effective Date shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; provided, however, that any disputes related to such fees, costs and expenses shall be brought before the Bankruptcy Court.

5. *Fees.* The fees of the Plan Administrator shall be \$37,500 per month for the first twelve months following the Effective Date and \$25,000 per month thereafter until ~~each of the~~

~~Chapter 11 Cases have been closed, dismissed or converted in accordance with the Plan and each of the Company's entities is fully and finally wound down, liquidated, dissolved or otherwise~~ this Agreement is terminated pursuant to applicable law section 8 hereof (collectively, the "Fees"). The initial payment of \$37,500 shall be made within five (5) business days following the Effective Date, and each successive payment shall be made on the same date (or next subsequent business day) of each month going forward. The Fees shall be payable out of the Winddown Account.

6. *Substantial Completion of Winddown.* If at any time following the one (1) year anniversary of the Effective Date the Plan Administrator and the Plan Oversight Board reasonably determine in good faith that the dissolution, liquidation, striking off, or similar winddown action for each of the Company's entities has been substantially consummated, the Plan Administrator and the Plan Oversight Board shall meet in good faith to discuss reasonable modifications to the Fees or the resignation of the Plan Administrator; provided that the Plan Oversight Board may seek relief from the Bankruptcy Court if the parties are unable to agree on any such modifications or resignation.

7. *Expenses.* In performance of the Services, the reasonable and documented out of pocket expenses of the Plan Administrator shall be reimbursed.

8. *Service of Plan Administrator.* The Plan Administrator shall serve until (i) the Plan Administrator resigns, (ii) the Plan Administrator is removed by a ~~majority~~ unanimous vote of the Plan Oversight Board for Cause, or (iii) each of the Chapter 11 Cases have been closed, dismissed or converted in accordance with the Plan and each of the Company's entities ~~are dissolved~~ is fully and finally wound down, liquidated, ~~or similarly wound down under~~ dissolved or otherwise terminated pursuant to applicable law. Upon the occurrence of (i) ~~or~~ (ii), or (iii) this Agreement shall terminate and no further Fees shall be due to the Plan Administrator; provided that the Plan Administrator shall be entitled to the reimbursement of expenses incurred prior to such termination in accordance with section 7 of this Agreement. "Cause" in this Agreement shall have the same meaning as in the Bylaws.

9. *Indemnification.* In addition to any other indemnification provided to the Plan Administrator under any corporate organizational document, the Plan Administrator (in his capacity as such) shall be indemnified and held harmless as set forth in section 5.3 of the Plan. Such indemnification shall survive the termination of this agreement.

10. *Plan Provisions.* In connection with all actions taken in his capacity as Plan Administrator, the Plan Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, the Plan Administrator shall not be entitled to any release, exculpation, or indemnification if the Plan Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court.

11. *Reliance by Plan Administrator.* To the fullest extent permitted by applicable law, the Plan Administrator may rely, and shall be fully protected in acting or refraining from acting if he relies, upon any resolution, statement, certificate, instrument, opinion, report, notice,

request, consent, order, or other instrument or document that the Plan Administrator reasonably believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of e-mails or facsimiles, to have been sent or the Plan Administrator reasonably believes to have been sent by the proper party or parties, and the Plan Administrator may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. To the fullest extent permitted by applicable law, the Plan Administrator may consult with counsel, accountants, financial advisors, and other professionals with respect to matters in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator (other than for acts or omissions constituting willful misconduct, bad faith, gross negligence, or fraud of the Plan Administrator as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction). To the fullest extent permitted by applicable law, the Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon (other than for acts or omissions constituting willful misconduct, bad faith, gross negligence, or fraud of the Plan Administrator as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction). To the fullest extent permitted by applicable law, the Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan, the Bylaws, or any other document executed in connection herewith or therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

12. *Common Interest.* Consistent with his fiduciary duties, the Plan Administrator agrees to work with the Plan Oversight Board to satisfy the Plan Administrator's and the Plan Oversight Board's duties under the Plan to maximize the return of value to the creditors of the Company and winddown the Company's entities. Based on the duties described here, the Board and the Plan Administrator have certain common and interrelated legal rights and obligations and common legal interests with Chapter 11 Cases and the winddown of the Company's entities. In furtherance of those common and interrelated legal rights and obligations, the Plan Administrator needs and wishes to ensure that it is free to share and exchange certain information with the Plan Administrator that may be necessary and appropriate without waiving the protections of any applicable privilege, doctrine, immunity, or protection from discovery or disclosure.

13. *Survival.* Upon termination of this Agreement, the Plan Administrator shall have no further duties or obligations hereunder or as Plan Administrator, except as specifically provided herein. For the avoidance of doubt, any other provision in the Agreement, which, by its terms, specifically survives termination of the Agreement, shall survive termination of this Agreement.

14. *Headings.* The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or of any term or provision hereof.

15. *Amendment; Waiver.* This Agreement may only be amended in writing by the Plan Administrator and Holdings; provided however, that no material term of this Agreement

may be amended or waived without approval by the Bankruptcy Court and the prior written consent of the Plan Oversight Board, the Plan Administrator, and Holdings.

16. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

17. *Retention of Jurisdiction.* The Bankruptcy Court shall retain jurisdiction over this Agreement.

18. *Conflict with Plan.* This Agreement incorporates and is subject to the provisions of the Plan. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control.

19. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted or amended, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, the parties recognize and agree that this Agreement is to be interpreted and applied in such manner as to, as nearly as possible, give effect to the parties' intent to all provisions hereof, including, without limitation, such provisions as may be declared to be unenforceable.

20. *Integration.* This Agreement (together with the Plan, the Bylaws and the Confirmation Order) sets forth in full the terms of agreement between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto.

21. *Successors and Assigns.* No party hereto shall have the right to assign its rights hereunder.

22. *Counterparts; Effectiveness.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same agreement. Provided the Effective Date has occurred, this Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or e-mail transmission. Such facsimile or e-mail signature shall be treated in all respects as having the same effect as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers.

PLAN ADMINISTRATOR

By:

Name: William L. Transier

~~WAYPOINT LEASING HOLDINGS LTD.~~

~~By:~~

~~Name: [●]~~

Summary report: Litéra® Change-Pro TDC 10.1.0.800 Document comparison done on 7/20/2019 1:58:27 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
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Delete	16
<u>Move From</u>	4
<u>Move To</u>	4
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Table moves from	0
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Embedded Excel	0
Format changes	0
Total Changes:	47

Exhibit D-1

List of Assumed Executory Contracts (Clean)

LIST OF ASSUMED EXECUTORY CONTRACTS

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
1	Aircraft Lease ¹	Unencumbered Aircraft on Lease	MSN 2905 Trust	Omni Taxi Aereo S.A.	\$0
2	Corporate Secretarial	Administration Agreement for Corporate Secretarial Services and Directorship Services to Waypoint Leasing Services Australia Pty Ltd	Waypoint Leasing (Ireland) Limited	Alter Domus Australia Pty Limited	\$0
3	Corporate Secretarial	Directorship Services Agreement	Waypoint Leasing Holdings Ltd.	William Transier	\$0
4	Corporate Secretarial	MSN 14786 Trust Agreement	Waypoint Asset Co 5 Limited	Bank of Utah	\$0
5	Corporate Secretarial	MSN 20012 Trust Agreement	Waypoint Asset Euro 1C Limited	Wells Fargo Trust Company, National Association	\$0
6	Corporate Secretarial	MSN 20022 Trust Agreement	Waypoint Asset Euro 1C Limited	Wells Fargo Trust Company, National Association	\$0

¹ The Court entered the *Order Authorizing Private Sale of Helicopter with Manufacturer's Serial Number 2905 Free of All Liens, Claims, Encumbrances, and Other Interests and Granting Related Relief* [ECF No. 869] on July 17, 2019, which authorized Waypoint Asset Co 11 Limited and its subsidiary, MSN 2905 Trust, to assume and assign this aircraft lease pursuant to the approved private sale of the underlying helicopter at issue. Since the private sale is still in the process of closing, the aircraft lease is listed hereto in order to preserve all rights.

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
7	Corporate Secretarial	MSN 20025 Trust Agreement	Waypoint Asset Euro 1C Limited	Wells Fargo Trust Company, National Association	\$0
8	Corporate Secretarial	MSN 20159 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Bank of Utah	\$0
9	Corporate Secretarial	MSN 2047 Trust Agreement	Waypoint Asset Co 5 Limited	Bank of Utah	\$0
10	Corporate Secretarial	MSN 2057 Trust Agreement	Waypoint Asset Co 5 Limited	Bank of Utah	\$0
11	Corporate Secretarial	MSN 2826 Trust Agreement	Waypoint Asset Co 10 Limited	Wells Fargo Trust Company, National Association	\$0
12	Corporate Secretarial	MSN 2879 Trust Agreement	Waypoint Asset Co 10 Limited	Wells Fargo Trust Company, National Association	\$0
13	Corporate Secretarial	MSN 2905 Trust Agreement	Waypoint Asset Co 11 Limited	Wells Fargo Trust Company, National Association	\$0
14	Corporate Secretarial	MSN 31041 Trust Agreement	Waypoint Asset Co 8 Limited	Bank of Utah	\$0
15	Corporate Secretarial	MSN 31042 Trust Agreement	Waypoint Asset Co 6 Limited	Bank of Utah	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
16	Corporate Secretarial	MSN 31046 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Bank of Utah	\$0
17	Corporate Secretarial	MSN 31141 Trust Agreement	Waypoint Asset Co 3 Limited	Bank of Utah	\$0
18	Corporate Secretarial	MSN 31203 Trust Agreement	Waypoint Asset Co 8 Limited	Wells Fargo Trust Company, National Association	\$0
19	Corporate Secretarial	MSN 31295 Trust Agreement	Waypoint Asset Co 6 Limited	Bank of Utah	\$0
20	Corporate Secretarial	MSN 31308 Trust Agreement	Waypoint Asset Co 6 Limited	Bank of Utah	\$0
21	Corporate Secretarial	MSN 31492 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
22	Corporate Secretarial	MSN 31578 Trust Agreement	Waypoint Asset Co 8 Limited	Bank of Utah	\$0
23	Corporate Secretarial	MSN 36458 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
24	Corporate Secretarial	MSN 41371 Trust Agreement	Waypoint Asset Co 3A Limited	Wells Fargo Trust Company, National Association	\$0
25	Corporate Secretarial	MSN 41511 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Wells Fargo Trust Company, National Association	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
26	Corporate Secretarial	MSN 4469 Trust Agreement	Waypoint Asset Euro 1A Limited	Wells Fargo Trust Company, National Association	\$0
27	Corporate Secretarial	MSN 6655 Trust Agreement	Waypoint Asset Euro 1A Limited	Wells Fargo Trust Company, National Association	\$0
28	Corporate Secretarial	MSN 6658 Trust Agreement	Waypoint Asset Euro 1A Limited	Wells Fargo Trust Company, National Association	\$0
29	Corporate Secretarial	MSN 7152 Trust Agreement	Waypoint Asset Euro 1A Limited	Wells Fargo Trust Company, National Association	\$0
30	Corporate Secretarial	MSN 7172 Trust Agreement	Waypoint Asset Euro 1A Limited	Wells Fargo Trust Company, National Association	\$0
31	Corporate Secretarial	MSN 760543 Trust Agreement	Waypoint Asset Co 3 Limited	Bank of Utah	\$0
32	Corporate Secretarial	MSN 760551 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
33	Corporate Secretarial	MSN 760581 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
34	Corporate Secretarial	MSN 760608 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Wells Fargo Trust Company, National Association	\$0
35	Corporate Secretarial	MSN 760617 Trust Agreement	Waypoint Asset Co 8 Limited	Wells Fargo Trust Company, National Association	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
36	Corporate Secretarial	MSN 760624 Trust Agreement	Waypoint Asset Co 8 Limited	Wells Fargo Trust Company, National Association	\$0
37	Corporate Secretarial	MSN 760626 Trust Agreement	Waypoint Asset Co 8 Limited	Wells Fargo Trust Company, National Association	\$0
38	Corporate Secretarial	MSN 760628 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
39	Corporate Secretarial	MSN 760631 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
40	Corporate Secretarial	MSN 760682 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
41	Corporate Secretarial	MSN 760765 Trust Agreement	Waypoint Asset Co 8 Limited	Bank of Utah	\$0
42	Corporate Secretarial	MSN 89007 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Wells Fargo Trust Company, National Association	\$0
43	Corporate Secretarial	MSN 920062 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
44	Corporate Secretarial	MSN 920063 Trust Agreement	Waypoint Asset Co 8 Limited	Wells Fargo Trust Company, National Association	\$0
45	Corporate Secretarial	MSN 920112 Trust Agreement	Waypoint Asset Co 8 Limited	Bank of Utah	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
46	Corporate Secretarial	MSN 920113 Trust Agreement	Waypoint Asset Co 6 Limited	Bank of Utah	\$0
47	Corporate Secretarial	MSN 920119 Trust Agreement	Waypoint Asset Co 6 Limited	Bank of Utah	\$0
48	Corporate Secretarial	MSN 920125 Trust Agreement	Waypoint Asset Co 3 Limited	Wells Fargo Trust Company, National Association	\$0
49	Corporate Secretarial	MSN 920141 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Bank of Utah	\$0
50	Corporate Secretarial	MSN 920152 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Bank of Utah	\$0
51	Corporate Secretarial	MSN 920153 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Bank of Utah	\$0
52	Corporate Secretarial	MSN 920273 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Wells Fargo Trust Company, National Association	\$0
53	Corporate Secretarial	MSN 920281 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Wells Fargo Trust Company, National Association	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
54	Corporate Secretarial	MSN 9205 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Wells Fargo Trust Company, National Association	\$0
55	Corporate Secretarial	MSN 9229 Trust Agreement	Waypoint Asset Company Number 1 (Ireland) Limited	Wells Fargo Trust Company, National Association	\$0
56	Corporate Secretarial	Waypoint 206 Trust Agreement	Waypoint Asset Co 8 Limited	Bank of Utah	\$0
57	Corporate Secretarial	Waypoint 2916 Business Trust Agreement	Waypoint Asset Co 10 Limited	Bank of Utah	\$0
58	Corporate Secretarial	Waypoint 407 Trust Agreement	Waypoint Asset Co 8 Limited	Bank of Utah	\$0
59	Corporate Secretarial	Waypoint 760626 Business Trust Agreement	Waypoint Asset Co 8 Limited	Bank of Utah	\$0
60	Corporate Secretarial	Provision of Services for Documentation of Incorporation, Resident Secretary, and Company Secretarial Services	Waypoint Asset Co 1A Limited	ITMC Fiduciary Limited	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
61	Insurance	Aircraft Hull and Liability; Contingent Hull; Contingent Liability; Hull War Risks Policy # UA00014548AV18A	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., any entity that a named insured owns a majority interest in, and any other entity that a named insured owns an interest in and is responsible for obtaining casualty insurance for	XL Specialty Insurance Company Schaumburg, USA	\$0
62	Insurance	Commercial Property; Commercial General Liability; Crime and Fidelity; Commercial Inland Marine; Professional Liability Policy # 02-LX-011741147-5/000	Waypoint Leasing Services LLC	Granite State Insurance Company	\$0
63	Insurance	Commercial Office Package; Material Damage; Business Interruption; Employer and Public Liability; Fidelity and Computer Fraud; Personal Accident Policy # ROP0011475	Waypoint Leasing (Ireland) Limited	AIG Europe Limited	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
64	Insurance	D&O - Lead Side A Policy # 01-382-38-84	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	Illinois National Insurance Company	\$0
65	Insurance	D&O/EPL - Primary Policy # 01-382-38-80	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	National Union Fire Insurance Company of Pittsburgh, Pa.	\$0
66	Insurance	D&O - 1st Excess Policy # G25127821 004	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	ACE American Insurance Company	\$0
67	Insurance	D&O - 2nd Excess Policy # MNN629946/01/2018	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	AXIS Insurance Company	\$0
68	Insurance	D&O - 3rd Excess Policy # DOX10012954100	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	Endurance Assurance Corporation	\$0
69	Insurance	D&O - 4th Excess Policy # V22D9C180101	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	Beazley Insurance Company, Inc.	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
70	Insurance	Special Crisis Risk Policy # 88-086-467	Waypoint Leasing Services LLC	Special Contingency Risks Inc.	\$0
71	Intellectual Property Agreement	General Terms Agreement	Waypoint Leasing (Ireland) Limited	Aerdata B.V.	\$0
72	Intellectual Property Agreement	Services Agreement for Licensing and Implementation of iManage	Waypoint Leasing (Ireland) Limited	Ascertus Limited	\$0
73	Professional Engagement Letter	Retention for Legal Counsel Restructuring Services	Waypoint Leasing Holdings Ltd.	Weil, Gotshal & Manges LLP	\$0
74	Professional Engagement Letter	Retention for Financial Consulting Restructuring Services	Waypoint Leasing Holdings Ltd.	FTI Consulting, Inc.	\$0
75	Professional Engagement Letter	Retention for Administrative Restructuring Services	Waypoint Leasing Holdings Ltd.	Kurtzman Carson Consultants LLC	\$0
76	Professional Engagement Letter	Retention for Irish Law Advisory Services	Waypoint Leasing (Ireland) Limited	A&L Goodbody Solicitors	\$0
77	Professional Engagement Letter	Retention for Restructuring/ Insolvency Services	Waypoint Leasing (Ireland) Limited	Ernst & Young Chartered Accountants	\$0
78	Professional Engagement Letter	Retention for Aviation Restructuring Services	Waypoint Leasing Holdings Ltd.	White & Case LLP	\$0

Exhibit D-2

List of Assumed Executory Contracts (Redline)

LIST OF ASSUMED EXECUTORY CONTRACTS

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
1	Aircraft Lease ¹	Unencumbered Aircraft on Lease	MSN 2905 Trust	Omni Taxi Aereo S.A.	\$0
2	Corporate Secretarial	Administration Agreement for Corporate Secretarial Services and Directorship Services to Waypoint Leasing Services Australia Pty Ltd	Waypoint Leasing (Ireland) Limited	Alter Domus Australia Pty Limited	\$0
3	Corporate Secretarial	Directorship Services Agreement	Waypoint Leasing Holdings Ltd.	William Transier	\$0
<u>4</u>	<u>Corporate Secretarial</u>	<u>MSN 14786 Trust Agreement</u>	<u>Waypoint Asset Co 5 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>5</u>	<u>Corporate Secretarial</u>	<u>MSN 20012 Trust Agreement</u>	<u>Waypoint Asset Euro 1C Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>

¹ The Court entered the Order Authorizing Private Sale of Helicopter with Manufacturer's Serial Number 2905 Free of All Liens, Claims, Encumbrances, and Other Interests and Granting Related Relief [ECF No. 869] on July 17, 2019, which authorized Waypoint Asset Co 11 Limited and its subsidiary, MSN 2905 Trust, to assume and assign this aircraft lease pursuant to the approved private sale of the underlying helicopter at issue. Since the private sale is still in the process of closing, the aircraft lease is listed hereto in order to preserve all rights.

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
<u>6</u>	<u>Corporate Secretarial</u>	<u>MSN 20022 Trust Agreement</u>	<u>Waypoint Asset Euro 1C Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>7</u>	<u>Corporate Secretarial</u>	<u>MSN 20025 Trust Agreement</u>	<u>Waypoint Asset Euro 1C Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>8</u>	<u>Corporate Secretarial</u>	<u>MSN 20159 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>9</u>	<u>Corporate Secretarial</u>	<u>MSN 2047 Trust Agreement</u>	<u>Waypoint Asset Co 5 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>10</u>	<u>Corporate Secretarial</u>	<u>MSN 2057 Trust Agreement</u>	<u>Waypoint Asset Co 5 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
4 <u>11</u>	Corporate Secretarial	MSN 2826 Trust Agreement	Waypoint Asset Co 10 Limited	Wells Fargo Trust Company, National Association	\$0
5 <u>12</u>	Corporate Secretarial	MSN 2879 Trust Agreement	Waypoint Asset Co 10 Limited	Wells Fargo Trust Company, National Association	\$0
6 <u>13</u>	Corporate Secretarial	MSN 2905 Trust Agreement	Waypoint Asset Co 11 Limited	Wells Fargo Trust Company, National Association	\$0
<u>14</u>	<u>Corporate Secretarial</u>	<u>MSN 31041 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>15</u>	<u>Corporate Secretarial</u>	<u>MSN 31042 Trust Agreement</u>	<u>Waypoint Asset Co 6 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
<u>16</u>	<u>Corporate Secretarial</u>	<u>MSN 31046 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>17</u>	<u>Corporate Secretarial</u>	<u>MSN 31141 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>18</u>	<u>Corporate Secretarial</u>	<u>MSN 31203 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>19</u>	<u>Corporate Secretarial</u>	<u>MSN 31295 Trust Agreement</u>	<u>Waypoint Asset Co 6 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>20</u>	<u>Corporate Secretarial</u>	<u>MSN 31308 Trust Agreement</u>	<u>Waypoint Asset Co 6 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>21</u>	<u>Corporate Secretarial</u>	<u>MSN 31492 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>22</u>	<u>Corporate Secretarial</u>	<u>MSN 31578 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>23</u>	<u>Corporate Secretarial</u>	<u>MSN 36458 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>24</u>	<u>Corporate Secretarial</u>	<u>MSN 41371 Trust Agreement</u>	<u>Waypoint Asset Co 3A Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>25</u>	<u>Corporate Secretarial</u>	<u>MSN 41511 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
<u>26</u>	<u>Corporate Secretarial</u>	<u>MSN 4469 Trust Agreement</u>	<u>Waypoint Asset Euro 1A Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>27</u>	<u>Corporate Secretarial</u>	<u>MSN 6655 Trust Agreement</u>	<u>Waypoint Asset Euro 1A Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>28</u>	<u>Corporate Secretarial</u>	<u>MSN 6658 Trust Agreement</u>	<u>Waypoint Asset Euro 1A Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>29</u>	<u>Corporate Secretarial</u>	<u>MSN 7152 Trust Agreement</u>	<u>Waypoint Asset Euro 1A Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>30</u>	<u>Corporate Secretarial</u>	<u>MSN 7172 Trust Agreement</u>	<u>Waypoint Asset Euro 1A Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>31</u>	<u>Corporate Secretarial</u>	<u>MSN 760543 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>32</u>	<u>Corporate Secretarial</u>	<u>MSN 760551 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>33</u>	<u>Corporate Secretarial</u>	<u>MSN 760581 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>34</u>	<u>Corporate Secretarial</u>	<u>MSN 760608 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>35</u>	<u>Corporate Secretarial</u>	<u>MSN 760617 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
<u>36</u>	<u>Corporate Secretarial</u>	<u>MSN 760624 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>37</u>	<u>Corporate Secretarial</u>	<u>MSN 760626 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>38</u>	<u>Corporate Secretarial</u>	<u>MSN 760628 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>39</u>	<u>Corporate Secretarial</u>	<u>MSN 760631 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>40</u>	<u>Corporate Secretarial</u>	<u>MSN 760682 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>41</u>	<u>Corporate Secretarial</u>	<u>MSN 760765 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>42</u>	<u>Corporate Secretarial</u>	<u>MSN 89007 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>43</u>	<u>Corporate Secretarial</u>	<u>MSN 920062 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>44</u>	<u>Corporate Secretarial</u>	<u>MSN 920063 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>45</u>	<u>Corporate Secretarial</u>	<u>MSN 920112 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
<u>46</u>	<u>Corporate Secretarial</u>	<u>MSN 920113 Trust Agreement</u>	<u>Waypoint Asset Co 6 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>47</u>	<u>Corporate Secretarial</u>	<u>MSN 920119 Trust Agreement</u>	<u>Waypoint Asset Co 6 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>48</u>	<u>Corporate Secretarial</u>	<u>MSN 920125 Trust Agreement</u>	<u>Waypoint Asset Co 3 Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>49</u>	<u>Corporate Secretarial</u>	<u>MSN 920141 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>50</u>	<u>Corporate Secretarial</u>	<u>MSN 920152 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>51</u>	<u>Corporate Secretarial</u>	<u>MSN 920153 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>52</u>	<u>Corporate Secretarial</u>	<u>MSN 920273 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>53</u>	<u>Corporate Secretarial</u>	<u>MSN 920281 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
<u>54</u>	<u>Corporate Secretarial</u>	<u>MSN 9205 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>55</u>	<u>Corporate Secretarial</u>	<u>MSN 9229 Trust Agreement</u>	<u>Waypoint Asset Company Number 1 (Ireland) Limited</u>	<u>Wells Fargo Trust Company, National Association</u>	<u>\$0</u>
<u>56</u>	<u>Corporate Secretarial</u>	<u>Waypoint 206 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>57</u>	<u>Corporate Secretarial</u>	<u>Waypoint 2916 Business Trust Agreement</u>	<u>Waypoint Asset Co 10 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>58</u>	<u>Corporate Secretarial</u>	<u>Waypoint 407 Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>59</u>	<u>Corporate Secretarial</u>	<u>Waypoint 760626 Business Trust Agreement</u>	<u>Waypoint Asset Co 8 Limited</u>	<u>Bank of Utah</u>	<u>\$0</u>
<u>760</u>	Corporate Secretarial	Provision of Services for Documentation of Incorporation, Resident Secretary, and Company Secretarial Services	Waypoint Asset Co 1A Limited	ITMC Fiduciary Limited	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
<u>861</u>	Insurance	Aircraft Hull and Liability; Contingent Hull; Contingent Liability; Hull War Risks Policy # UA00014548AV18A	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., any entity that a named insured owns a majority interest in, and any other entity that a named insured owns an interest in and is responsible for obtaining casualty insurance for	XL Specialty Insurance Company Schaumburg, USA	\$0
<u>962</u>	Insurance	Commercial Property; Commercial General Liability; Crime and Fidelity; Commercial Inland Marine; Professional Liability Policy # 02-LX-011741147-5/000	Waypoint Leasing Services LLC	Granite State Insurance Company	\$0
<u>1063</u>	Insurance	Commercial Office Package; Material Damage; Business Interruption; Employer and Public Liability; Fidelity and Computer Fraud; Personal Accident Policy # ROP0011475	Waypoint Leasing (Ireland) Limited	AIG Europe Limited	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
11 64	Insurance	D&O - Lead Side A Policy # 01-382-38-84	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	Illinois National Insurance Company	\$0
12 65	Insurance	D&O/EPL - Primary Policy # 01-382-38-80	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	National Union Fire Insurance Company of Pittsburgh, Pa.	\$0
13 66	Insurance	D&O - 1st Excess Policy # G25127821 004	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	ACE American Insurance Company	\$0
14 67	Insurance	D&O - 2nd Excess Policy # MNN629946/01/2018	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	AXIS Insurance Company	\$0
15 68	Insurance	D&O - 3rd Excess Policy # DOX10012954100	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	Endurance Assurance Corporation	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
16 69	Insurance	D&O - 4th Excess Policy # V22D9C180101	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	Beazley Insurance Company, Inc.	\$0
17 70	Insurance	Special Crisis Risk Policy # 88-086-467	Waypoint Leasing Services LLC	Special Contingency Risks Inc.	\$0
18 71	Intellectual Property Agreement	General Terms Agreement	Waypoint Leasing (Ireland) Limited	Aerdata B.V.	\$0
19 72	Intellectual Property Agreement	Services Agreement for Licensing and Implementation of iManage	Waypoint Leasing (Ireland) Limited	Ascertus Limited	\$0
20 73	Professional Engagement Letter	Retention for Legal Counsel Restructuring Services	Waypoint Leasing Holdings Ltd.	Weil, Gotshal & Manges LLP	\$0
21 74	Professional Engagement Letter	Retention for Financial Consulting Restructuring Services	Waypoint Leasing Holdings Ltd.	FTI Consulting, Inc.	\$0
22 75	Professional Engagement Letter	Retention for Administrative Restructuring Services	Waypoint Leasing Holdings Ltd.	Kurtzman Carson Consultants LLC	\$0
23 76	Professional Engagement Letter	Retention for Irish Law Advisory Services	Waypoint Leasing (Ireland) Limited	A&L Goodbody Solicitors	\$0
24 77	Professional Engagement Letter	Retention for Restructuring/ Insolvency Services	Waypoint Leasing (Ireland) Limited	Ernst & Young Chartered Accountants	\$0
25 78	Professional Engagement Letter	Retention for Aviation Restructuring Services	Waypoint Leasing Holdings Ltd.	White & Case LLP	\$0

Summary report: Litéra® Change-Pro TDC 10.1.0.500 Document comparison done on 7/20/2019 12:41:53 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WEILDMS/WEIL/97090779/1	
Modified DMS: iw://WEILDMS/WEIL/97124489/1	
Changes:	
<u>Add</u>	24
Delete	22
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	53
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	99

Exhibit E-1

Disclosure Regarding Directors, Managers & Officers (Clean)

DISCLOSURE REGARDING DIRECTORS, MANAGERS, & OFFICERS

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
AE Helicopter (5) Limited	• Ian Gurekian	• Director
AE Helicopter (6) Limited	• Ian Gurekian	• Director
MSN 9229 AS	• Ken Dowling • Ronan Likely	• Board Member • Board Member
Waypoint Asset Co 10 Limited	• Ken Dowling • Ronan Likely • William Transier	• Director • Director • Director
Waypoint Asset Co 11 Limited	• Ken Dowling • Ronan Likely • William Transier	• Director • Director • Director
Waypoint Asset Co 14 Limited	• Ken Dowling • Thomas Kelly • Ronan Likely • William Transier	• Director • Director • Director • Director
Waypoint Asset Co 15 Limited	• Ken Dowling • Thomas Kelly • Ronan Likely • William Transier	• Director • Director • Director • Director
Waypoint Asset Co 1A Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1C Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1D Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1F Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1G Limited	• Ken Dowling • Ronan Likely	• Director • Director

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
Waypoint Asset Co 1H Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • Thomas Kelly 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 1J Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • Thomas Kelly 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 1K Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • Thomas Kelly 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 1L Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • Thomas Kelly 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 1M Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Co 1N Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Co 3 Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 3A Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Co 4 Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 5 Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 5B Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
Waypoint Asset Co 6 Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 7 Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co 8 Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Co Germany Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Company Number 1 (Ireland) Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Company Number 2 (Ireland) Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • William Transier 	<ul style="list-style-type: none"> • Director • Director • Director
Waypoint Asset Euro 1A Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely • Paul Devlin 	<ul style="list-style-type: none"> • Director • Director • Public Officer
Waypoint Asset Euro 1B Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Euro 1C Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Euro 1D Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Euro 1G Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director
Waypoint Asset Euro 7A Limited	<ul style="list-style-type: none"> • Ken Dowling • Ronan Likely 	<ul style="list-style-type: none"> • Director • Director

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
Waypoint Asset Funding 1 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 2 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 3 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 6 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 8 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Malta Ltd	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing (Ireland) Limited	<ul style="list-style-type: none"> William Transier Thomas Kelly 	<ul style="list-style-type: none"> Director Director
Waypoint Leasing (Luxembourg) Euro S.à r.l.	<ul style="list-style-type: none"> Ken Dowling 	<ul style="list-style-type: none"> Manager
Waypoint Leasing (Luxembourg) S.à r.l.	<ul style="list-style-type: none"> Ken Dowling 	<ul style="list-style-type: none"> Manager
Waypoint Leasing Holdings Ltd.	<ul style="list-style-type: none"> William Transier 	<ul style="list-style-type: none"> Director
Waypoint Leasing Labuan 1A Limited	<ul style="list-style-type: none"> Thomas Kelly Geraldine Kadau Chee Hoong Kuan 	<ul style="list-style-type: none"> Director Director Director
Waypoint Leasing Labuan 3A Limited	<ul style="list-style-type: none"> Thomas Kelly Geraldine Kadau Chee Hoong Kuan 	<ul style="list-style-type: none"> Director Director Director
Waypoint Leasing UK 1B Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 1C Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 3A Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 5A Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 8A Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing US 8A LLC	<ul style="list-style-type: none"> Ian Gurekian Todd Wolynski 	<ul style="list-style-type: none"> Manager Manager

COMPENSATION DISCLOSURE

Following the Effective Date, the Plan Administrator expects to enter into director services agreements with Thomas Kelly, Ken Dowling, and Ronan Likely for certain non-executive director services. A form director services agreement is attached to the Plan Supplement as **Exhibit F**.

Exhibit E-2

Disclosure Regarding Directors, Managers & Officers (Redline)

DISCLOSURE REGARDING DIRECTORS, MANAGERS, & OFFICERS

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
AE Helicopter (5) Limited	• Ian Gurekian	• Director
AE Helicopter (6) Limited	• Ian Gurekian	• Director
MSN 9229 AS	• Ken Dowling • Ronan Likely	• Board Member • Board Member
Waypoint Asset Co 10 Limited	• Ken Dowling • Ronan Likely • William Transier	• Director • Director • Director
Waypoint Asset Co 11 Limited	• Ken Dowling • Ronan Likely • William Transier	• Director • Director • Director
Waypoint Asset Co 14 Limited	• Ken Dowling • Thomas Kelly • Ronan Likely • William Transier	• Director • Director • Director • Director
Waypoint Asset Co 15 Limited	• Ken Dowling • Thomas Kelly • Ronan Likely • William Transier	• Director • Director • Director • Director
Waypoint Asset Co 1A Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1C Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1D Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1F Limited	• Ken Dowling • Ronan Likely	• Director • Director
Waypoint Asset Co 1G Limited	• Ken Dowling • Ronan Likely	• Director • Director

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
Waypoint Asset Co 1H Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely Thomas Kelly 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 1J Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely Thomas Kelly 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 1K Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely Thomas Kelly 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 1L Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely Thomas Kelly 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 1M Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Co 1N Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Co 3 Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 3A Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Co 4 Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 5 Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 5B Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
Waypoint Asset Co 6 Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 7 Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co 8 Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Co Germany Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Company Number 1 (Ireland) Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Company Number 2 (Ireland) Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely William Transier 	<ul style="list-style-type: none"> Director Director Director
Waypoint Asset Euro 1A Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely Paul Devlin 	<ul style="list-style-type: none"> Director Director Public Officer
Waypoint Asset Euro 1B Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Euro 1C Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Euro 1D Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Euro 1G Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director
Waypoint Asset Euro 7A Limited	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Director Director

<u>Debtor</u>	<u>Appointed Person</u>	<u>Position</u>
Waypoint Asset Funding 1 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 2 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 3 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 6 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Funding 8 LLC	<ul style="list-style-type: none"> Ken Dowling Ronan Likely 	<ul style="list-style-type: none"> Manager Manager
Waypoint Asset Malta Ltd	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing (Ireland) Limited	<ul style="list-style-type: none"> William Transier <u>Thomas Kelly</u> 	<ul style="list-style-type: none"> <u>Director</u> Director
Waypoint Leasing (Luxembourg) Euro S.à r.l.	<ul style="list-style-type: none"> Ken Dowling 	<ul style="list-style-type: none"> A-Manager
Waypoint Leasing (Luxembourg) S.à r.l.	<ul style="list-style-type: none"> Ken Dowling 	<ul style="list-style-type: none"> A-Manager
Waypoint Leasing Holdings Ltd.	<ul style="list-style-type: none"> William Transier 	<ul style="list-style-type: none"> Director
Waypoint Leasing Labuan 1A Limited	<ul style="list-style-type: none"> Thomas Kelly Geraldine Kadau Chee Hoong Kuan 	<ul style="list-style-type: none"> Director Director Director
Waypoint Leasing Labuan 3A Limited	<ul style="list-style-type: none"> Thomas Kelly Geraldine Kadau Chee Hoong Kuan 	<ul style="list-style-type: none"> Director Director Director
Waypoint Leasing UK 1B Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 1C Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 3A Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 5A Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing UK 8A Limited	<ul style="list-style-type: none"> Thomas Kelly 	<ul style="list-style-type: none"> Director
Waypoint Leasing US 8A LLC	<ul style="list-style-type: none"> Ian Gurekian Todd Wolynski 	<ul style="list-style-type: none"> Manager Manager

COMPENSATION DISCLOSURE

Following the Effective Date, the Plan Administrator expects to enter into director services agreements with Thomas Kelly, Ken Dowling, and Ronan Likely for certain non-executive director services. A form director services agreement is attached to the Plan Supplement as **Exhibit F**.

Summary report: Litéra® Change-Pro TDC 10.1.0.500 Document comparison done on 7/19/2019 9:17:45 PM	
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Intelligent Table Comparison: Active	
Original DMS: iw://WEILDMS/WEIL/97090780/1	
Modified DMS: iw://WEILDMS/WEIL/97105805/1	
Changes:	
<u>Add</u>	4
Delete	2
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	6