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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 PLAN SUPPLEMENT IN CONNECTION
WITH SECOND AMENDED MODIFIED 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] (the “**Plan**”) and related disclosure statement [ECF No. 819]

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**.



(the “**Disclosure Statement**”). By order, dated June 4, 2019 [ECF No. 816], the Court approved the adequacy of the information contained in the Disclosure Statement, and the Debtors commenced solicitation of the Plan shortly thereafter.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Plan, the Debtors hereby file this Plan Supplement consisting of the following documents:

Exhibit A	Plan Oversight Board Bylaws
Exhibit B	Plan Oversight Board Members
Exhibit C	Plan Administrator Agreement
Exhibit D	List of Assumed Executory Contracts
Exhibit E	Disclosure Regarding Directors, Managers & Officers
Exhibit F	Proposed Director Agreement

PLEASE TAKE FURTHER NOTICE that the documents, schedules, and other information contained in this Plan Supplement are integral to and part of the Plan.

PLEASE TAKE FURTHER NOTICE that the documents contained in this Plan Supplement are not final and remain subject to (a) further review, negotiation, and modification, and (b) final documentation in a manner consistent with the Plan. The Debtors, in accordance with the Plan, reserve the right to amend, modify, or supplement this Plan Supplement through the Effective Date, and any of the schedules, exhibits, and designations contained herein.

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, without further notice to interested parties.

Dated: June 26, 2019
New York, New York

/s/ Kelly DiBlasi
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Exhibit A

Plan Oversight Board Bylaws

**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 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 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.

(b) The Board shall at all times be comprised of three individuals (each such individual, a “**Member**”): one Member appointed by SunTrust Bank, as both administrative agent and collateral agent under the WAC7 Credit Agreement (“**SunTrust**”); one Member appointed by Wells Fargo Bank, National Association, as both administrative agent and collateral agent under the WAC8 Note Purchase Agreement (“**Wells Fargo**”); and one member appointed by 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.

(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 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 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, the membership of the Board shall consist of those Members remaining after the resignation until a vacancy on the Board is filled. The Board may perform all of its functions with its reduced number of Members, disregarding such vacancy for purposes of determining a Quorum (as defined below).

(e) Any Member may designate an alternate representative to attend Board meetings and to otherwise carry out the functions of such Member; provided, however, that (i) such alternate representative is approved by the respective Appointing Party as the alternate representative for such Member, (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 for all purposes of the meetings in the absence of the Member.

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

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

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

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, 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 as Chair shall not result in removal of such Member 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 (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 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 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. In addition, any Member 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 or the Plan Administrator.

(d) Meetings shall be held in person or by telephonic conference call or by a combination thereof; provided that, under no circumstances shall Members 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 (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 and the Plan Administrator shall be permitted to attend. The Board, by affirmative vote of a majority of its Members, 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 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 the direction of the Chair and transmitted to the Members prior to Board meetings.

(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.

(c) Minutes shall be recorded in draft form and distributed to all Members as soon as possible. The minutes need not be detailed but shall describe (i) Members 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, in which event revised minutes reflecting such comments may be distributed.

(d) Written communications to and among the 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 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 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, including those activities set forth in Article V of the Plan.

(b) The Plan Administrator shall prepare and deliver to the Board a monthly report setting forth 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 information regarding the remaining balance of the Fee Reserve Account and the Winddown Account. 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. 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 (10) 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.

(d) If the Plan Administrator determines in his business judgment to take any of the actions set forth in this Paragraph (d), he shall provide the Board three (3) calendar days written notice (including by electronic mail) (the "**Notice Period**") of the proposed action. The Plan Administrator may proceed with the proposed action unless, within the Notice Period, two or more of the Members request a meeting. In such case, the Plan Administrator may only proceed with the proposed action by a (i) majority vote of the Members at a meeting duly called and scheduled in accordance with Article V; or (ii) unanimous written consent (including via electronic mail) of all Members.

(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 accordance with the terms of the Plan.

(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.

(f) Upon a majority vote of the Board, the Board may remove 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; or (iv) an intentional violation of any law.

(g) Apart from the rights listed in Paragraphs (d) through (f) 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) 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), the Member(s) 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) having a potential conflict of interest shall not have access to (i) Confidential Information (defined below); (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.

(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, such Member'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 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.

ARTICLE X CONFIDENTIALITY OF INFORMATION

(a) Each 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 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 Debtors and certain of its affiliates 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 Members, 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, on a non-confidential basis independently from the receipt of such information in its capacity as a Member; (ii) is available to the public other than as a result of a breach of any of the provisions of this Article X; (iii) becomes independently available to a Member by a means other than service on or in connection with its membership on the Board so

long as the Member's receipt of such information is not, to the knowledge of such Member, governed by any other confidentiality provisions or agreements; or (iv) was or is independently developed by such Member 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 from an Appointing Party or its Representatives outside of its capacity as a Member and pursuant to a separate agreement between such Member and the Appointing Party that is unrelated to such Member'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 may share any Confidential Information: (i) with other Members; (ii) the Plan Administrator; (iii) with such Member's or such Member's Appointee's professional advisors, attorneys, financial consultants, auditors, fund administrators, regulators and employees (including employees of affiliates of such Member or such Member's employer), directors, officers, affiliates, trustees, or agents (collectively, "**Representatives**") who (x) reasonably require such information to discharge the responsibilities of such Member as a Member of the Board or as part his or her job responsibilities with 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, 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 Board and, if related to Confidential Information provided to the 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 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, such Member shall promptly return to the Board or certify in writing the destruction of written Confidential Information (including copies thereof) that was received by the Member in his or her capacity as a Member and in the course of its tenure as a Member of the Board or affirmatively state in writing (including electronic mail) that a good faith effort was made by the Member to destroy all such material. Notwithstanding the foregoing, a Member 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, such Member shall continue to be bound by this Article X.

(f) If a Member violates the provisions of this Article X, the Board may request that the Bankruptcy Court remove such Member from the Board. Each undersigned party 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

(a) The Board shall be discharged and dissolved, and the service of the Members completed when each of the Company's entities is fully and finally wound down, liquidated, dissolved or

otherwise terminated pursuant to applicable law; in such instance, the Board shall have no further liabilities or responsibilities and the Board shall be terminated.

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 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 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 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 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; 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) 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.

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

Exhibit B

Plan Oversight Board Members

Plan Oversight Board Members

Macquarie Representative: Cole Magrath

WAC Lender Representative: Bill Krueger

WAC Lender Representative: Paul Procyk

Exhibit C

Plan Administrator Agreement

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 [], 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. []].

G. WHEREAS, on July [], 2019, the Court entered the *Order Confirming the Second 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 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, 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 terminated pursuant to applicable law (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; provided that the Plan Oversight Board may seek relief from the Bankruptcy Court if the parties are unable to agree on any such modifications.

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) he is removed by a majority vote of the Plan Oversight Board for Cause, or (ii) each of the Company's entities are dissolved, liquidated, or similarly wound down under applicable law. Upon the occurrence of (i) or (ii), 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: [●]

Exhibit D

List of Assumed Executory Contracts

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	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 2826 Trust Agreement	Waypoint Asset Co 10 Limited	Wells Fargo Trust Company, National Association	\$0
5	Corporate Secretarial	MSN 2879 Trust Agreement	Waypoint Asset Co 10 Limited	Wells Fargo Trust Company, National Association	\$0
6	Corporate Secretarial	MSN 2905 Trust Agreement	Waypoint Asset Co 11 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>
7	Corporate Secretarial	Provision of Services for Documentation of Incorporation, Resident Secretary, and Company Secretarial Services	Waypoint Asset Co 1A Limited	ITMC Fiduciary Limited	\$0
8	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
9	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>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
10	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
11	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	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	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	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

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
15	Insurance	D&O - 3rd Excess Policy # DOX10012954100	Waypoint Leasing Services LLC, Waypoint Leasing Holdings Ltd., and any subsidiary thereof	Endurance Assurance Corporation	\$0
16	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	Insurance	Special Crisis Risk Policy # 88-086-467	Waypoint Leasing Services LLC	Special Contingency Risks Inc.	\$0
18	Intellectual Property Agreement	General Terms Agreement	Waypoint Leasing (Ireland) Limited	Aerdata B.V.	\$0
19	Intellectual Property Agreement	Services Agreement for Licensing and Implementation of iManage	Waypoint Leasing (Ireland) Limited	Ascertus Limited	\$0
20	Professional Engagement Letter	Retention for Legal Counsel Restructuring Services	Waypoint Leasing Holdings Ltd.	Weil, Gotshal & Manges LLP	\$0
21	Professional Engagement Letter	Retention for Financial Consulting Restructuring Services	Waypoint Leasing Holdings Ltd.	FTI Consulting, Inc.	\$0
22	Professional Engagement Letter	Retention for Administrative Restructuring Services	Waypoint Leasing Holdings Ltd.	Kurtzman Carson Consultants LLC	\$0
23	Professional Engagement Letter	Retention for Irish Law Advisory Services	Waypoint Leasing (Ireland) Limited	A&L Goodbody Solicitors	\$0

<u>Number</u>	<u>Contract Category</u>	<u>Contract Description</u>	<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Cure Cost (USD)</u>
24	Professional Engagement Letter	Retention for Restructuring/ Insolvency Services	Waypoint Leasing (Ireland) Limited	Ernst & Young Chartered Accountants	\$0
25	Professional Engagement Letter	Retention for Aviation Restructuring Services	Waypoint Leasing Holdings Ltd.	White & Case LLP	\$0

Exhibit E

Disclosure Regarding Directors, Managers & Officers

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 	<ul style="list-style-type: none"> 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**.

Exhibit F

Proposed Director Agreement

Private & Confidential

[•]
[•]
[•]
[•]

July [•], 2019:

Dear [•]

This letter sets out the terms on which you will be paid for the performance of your duties as a non-executive director of each of the companies listed in the appendix to this letter (together the **Irish Group Companies**, and each an **Irish Group Company**).

1 In this letter, the following terms shall have the meaning ascribed to them below:

Companies Act means the Irish Companies Act 2014;

Constitutions means the Constitutions of each of the Irish Group Companies;

Chapter 11 Plan means the Second Amended Modified Chapter 11 Plan of Liquidation of Waypoint Leasing Holdings LTD and its affiliated debtors;

Chapter 11 Effective Date means the date the Chapter 11 Plan becomes effective in accordance with its terms;

Debtors shall have the same meaning as in the Chapter 11 Plan;

Duties means your duties as a non-executive director of each of the Irish Group Companies, including those set out in paragraph 6 of this letter;

Fee means a fee of \$15,000 (gross) per month, for 6 months;

Plan Administrator shall have the same meaning as in the Chapter 11 Plan;

2 You shall be paid the Fee in consideration for, and subject to, the continued proper performance of your Duties. No other fees shall be payable to you in connection with the performance of your Duties. The Fee is an aggregate payment in consideration for your service with respect to all of the Irish Group Companies, and is not a payment on a per entity basis.

3 The first instalment of the Fee shall be paid as soon as practicable following the Chapter 11 Effective Date. Each subsequent instalment of the Fee shall be payable monthly in arrears. Each instalment of the Fee shall be subject to payment of income tax under the PAYE and PRSI systems and deduction of the Universal Social Charge.

4 The Fee is an all-inclusive fee and covers the entirety of your work as a director of each of the Irish Group Companies. You acknowledge that even after the Fee has been paid to you in full, and subject to any requirements under the Companies Act and the Constitutions, you will remain as a director of the Irish Group Companies and continue to perform your Duties.

5 Subject to an agreement between You and the Plan Administrator, the appendix of this letter may be amended to add additional Irish Group Companies who are Debtors.

6 As a director of each of the Irish Group Companies, you are required to:

- 6.1 comply at all times with the provisions of the Constitutions;
- 6.2 comply with your statutory, fiduciary and common law duties as a director of the Irish Group Companies (including, but not limited to the fiduciary duties set out in Section 228 of the Companies Act).
- 6.3 make decisions objectively in the interests of the Irish Group Companies;
- 6.4 attend at and prepare for board meetings of the Irish Group Companies;
- 6.5 diligently perform any applicable duties or matters arising from the Chapter 11 Plan;
- 6.6 diligently perform any and all of your other existing duties together with any additional duties as may be agreed between you and boards of the Irish Group Companies,

(together, your **Duties**).
- 7 If for any reason you are unable to carry out your Duties, payment of some or all of the Fee during any period of incapacity will be at the discretion of the Plan Administrator.
- 8 You agree that this letter sets out the terms on which you will receive the Fee in connection with your role as a non-executive director of the Irish Group Companies, and is not a contract of employment.
- 9 In the event that you cease to be a director of the Irish Group Companies you will cease to be entitled to receive any portion of the Fee or any other form of compensation except for any Fee owed to you up to the date of termination of your appointment.
- 10 This letter supersedes any prior documentation, arrangements, understandings, agreements and representations (including any pre-contractual representations or statements) between you and any of the Irish Group Companies relating to the subject-matter hereof, and sets forth the entire, complete and exclusive agreement and understanding between the Irish Group Companies and you relating to the subject-matter hereof.
- 11 This letter is governed by and shall be interpreted in accordance with Irish law. The parties irrevocably submit to the jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this letter.

Please indicate your acceptance of these terms by signing and returning the enclosed copy of this letter of appointment.

Yours sincerely

SIGNED by _____

For and on behalf of **the Plan Administrator**

Date: _____

I agree to the above terms.

SIGNED by [●]

Date: _____

Appendix

Irish Group Companies

1 [To be inserted]