

Fill in this information to identify the case:

Debtor Waypoint Leasing Holdings Ltd.

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 18-13648

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Chris Wakefield</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Chris Wakefield 2 Headlands Ct Moffat Beach, QLD 4551, Australia Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>0061 424565843</u> Contact email <u>cpwakefield@gmail.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 21,013.77 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Severance agreement

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☒ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 12850

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/17/2019
MM / DD / YYYY

/s/Chris Wakefield
Signature

Print the name of the person who is completing and signing this claim:

Name Chris Wakefield
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1446 | International (310) 751-2635

Debtor: 18-13648 - Waypoint Leasing Holdings Ltd. District: Southern District of New York, New York Division		
Creditor: Chris Wakefield 2 Headlands Ct Moffat Beach, QLD, 4551 Australia Phone: 0061 424565843 Phone 2: Fax: Email: cpwakefield@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Severance agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 21,013.77	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(4): 12850	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Chris Wakefield on 17-May-2019 4:49:25 p.m. Eastern Time Title: Company:		

SETTLEMENT WAIVER AGREEMENT

AGREEMENT DATED June 25, 2018 between:

COMPANY: Waypoint Leasing Services Australia Pty Ltd (ACN 611 568 597)
whose registered address is at Level 9,
61 York Street, Sydney NSW 2000,
Australia (the "Company")

EMPLOYEE: Chris Wakefield of 2 Headlands Court,
Moffat Beach, QLD 4551, Australia (the
"Employee")

COLLECTIVELY: the "Parties"

WHEREAS:

- A. The Employee has been employed by the Company since 1 June 2016 pursuant to a contract of employment (the "**Contract**") dated 30 May 2016 (the "**Employment**").
- B. The Employment was terminated by the Company on 25 June 2018 (the "**Termination Date**").
- C. On 16 July 2018, the Employee commenced proceedings against the Employer in the Fair Work Commission alleging that the termination of the Employment was harsh, unjust or unreasonable and was not a "genuine redundancy" pursuant to Chapter 3 Part 3-2 of the Fair Work Act 2009 (Cth) (the "**Proceedings**").
- D. The Parties have now agreed, without any admission of liability whatsoever, that all matters arising out of the Proceedings, and all actions, proceedings, claims, suits and demands whatsoever, present and future, in respect of the Employment ("**Claims**") are resolved by mutual agreement on the terms set out in this agreement (the "**Deed**").

THE PARTIES HAVE AGREED AS FOLLOWS:

- 1. Termination of Employment
 - 1.1. The Parties confirm that the Employment ceased on the Termination Date.
 - 1.2. The Company acknowledges its statutory obligations to:
 - (a) Provide the Employee with a Centrelink Employment Separation Certificate;
 - (b) Pay the Employee's normal remuneration and benefits, less any deductions required by law, to the Employee up to and including the Termination Date;
 - (c) Pay the Employee's superannuation contributions up to and including the Termination Date; and
 - (d) Pay the Employee his statutory entitlements to notice and to redundancy pursuant to sections 117 and 119 of the Fair Work Act 2009 (Cth), irrespective and independent of the terms of this Deed.
 - 1.3. The Employee acknowledges that:
 - (a) Any terms contained in the Contract and expressed to survive the termination of the Employment shall continue; and
 - (b) The Company will cease making contributions to any pension, disability, death in service benefit and health insurance schemes in respect of the Employee as at the Termination Date

and the Employee's entitlements under such schemes, if any, terminate as of the Termination Date save for any accrued rights.

2. Termination Payment and Arrangements

2.1. In consideration of the Employee providing the indemnities and releases in clause 4 and complying with clauses 2.2 (a) and (b) of this Deed, the Employer will:

- (a) Within 7 days of the Employee signing this Deed, provide the Employee with a Statement of Service in neutral terms confirming length of service, cessation of employment as a result of redundancy, and confirmation of the Employee's job description duties only;
- (b) Within 7 days of the Employee signing this Deed, pay the Employee the following gross sums:
 - (i) The sum of AUD \$7,061.54 gross, representing two weeks' normal remuneration by way of statutory notice paid as an Employment Termination Payment;
 - (ii) The sum of AUD \$21,184.62 gross, representing 6 weeks' normal remuneration by way of statutory redundancy pay as an Employment Termination Payment;
 - (iii) Any amount in respect of any unpaid or unreimbursed or pro rata expenses incurred during the Employment pursuant to the Contract, including but not limited to health insurance contributions pursuant to clause 7.3 of the Contract;
 - (iv) Any amount in respect of any accrued but unpaid bonus under the Contract (noting clause 6.4 of the Contract);
 - (v) The sum of \$1,500.00 plus GST (10% goods and services tax) to the trust account of Macpherson Kelley Lawyers (the details of which are to be provided by the Employee); and
 - (vi) The applicable superannuation contribution in respect of the Employment and pursuant to the Contract;
- (c) Within 21 days of the Employee signing this Deed, pay the Employee:
 - (i) The sum of AUD\$38,838.46 gross (in respect of the Employee's three months' notice pursuant to clause 11.2 of the Contract less the amount paid in clause 2.1(b)(i) of this Deed);
 - (ii) The sum of AUD\$4,527 in respect of accrued but untaken annual leave as at the Termination Date; and
- (d) In accordance with clause 11.12 of the Contract, make:
 - (i) An initial payment of \$588.46 (\$7,650 less the amount paid in clause 2.1(b)(i) of this Deed) on 28 July 2018; and
 - (ii) A further 11 monthly instalments of \$7,650 on the 28th day of each subsequent month, commencing on 28th August 2018; and
- (e) Release and forever discharge the Employee from all Claims against the Employee.
- (f) The release by the Employer in clause 2.1(e) does not apply to:
 - (i) Any conduct by the Employee of which the Employer is not reasonably aware at the date of executing this Deed;
 - (ii) Any post-employment obligations which continue, or will continue, to apply to the Employee; or

- (iii) A breach of this Deed by the Employee.

3. Taxation

- 3.1. Any sums referred to in this Deed (other than the statutory redundancy payment) are gross and are subject to such deductions as may be required by law; and will be paid to the Employee in a tax efficient manner, as permitted by law and best practice, provided that doing so shall not expose the Company to any additional liability or extra cost.
- 3.2. The Employee represents not to be in receipt of any tax relieved termination payment in relation to this or any other previous employment with the Employer or any other employer. In the event that this representation is untrue and the Employer is subject to a tax liability including, income tax, National Insurance contributions, levies, interest and/or penalties ('Excess Tax') on foot of such a representation, the Employee undertakes, at the written request of the Employer, to immediately pay to it an amount equal to the Excess Tax.

4. Employee Warranties and Acknowledgements

- 4.1 In consideration of the payments, releases and indemnities provided in this Deed by the Employer in clause 2, the Employee:
- (a) Within 7 days of the Employer complying with clause 2.1 (a), (b), (c) &(d)(i) of this Deed, will file a Notice of Discontinuance in the Proceedings;
 - (b) Will provide a signed statement to the effect that he has delivered up to the Company or its nominee the Employee's security pass, identity badge, Company keys, credit cards, Company property (including equipment, records, correspondence, documents, files and other information, whether originals, copies or extracts and whether paper, electronic or otherwise) relating to the Employee's employment or otherwise belonging to the Company that were in the Employee's possession, custody or power, and further confirms that the Employee has not taken or retained any unauthorised copies of any papers or documents or information in any form.
 - (c) Accepts the covenants in this Deed in full and final satisfaction and settlement of the Proceedings and hereby releases and forever discharges the Employer and its officers and employees, from all Claims against the Employer by the Employee;
 - (d) Indemnifies the Employer and will at all times hold the Employer and its officers and employees, indemnified against all Claims made by any person claiming through or on behalf of or in relation to the Employee; and
 - (e) Agrees to resign from all directorships, trusteeships or positions held with the Company separate from the Employment with effect from the Termination date and undertakes to take all steps necessary to effect that resignation and hereafter agrees not to conduct or represent himself as an officer of the Company. Further, the Employee acknowledges that no additional compensation is due for such loss of office(s); and
 - (f) Represents to not be in receipt of any tax relieved termination payment in relation to this or any other previous employment with the Employer or any other employer. In the event that

this representation is inaccurate and the Employer is subject to a tax liability ('Excess Tax') as a result of such representation, the Employee undertakes, at the written request of the Employer, to pay to the Employer an amount equal to the Excess Tax.

- 4.2 The Employee warrants that the Employee is not currently aware of any facts or circumstances which might give rise to any claim by the Employee against the Company including a personal injury claim other than those claims that the Employee has expressly raised in open correspondence with the Company or the Company's adviser acting on its behalf. The Employee acknowledges that the Company acted in reliance on these warranties when entering into this Agreement.
- 4.4 The release by the Employee in clause 4.1 does not apply to:

- (a) Any Employee entitlement to a claim which by statute cannot lawfully be contracted out of (including but not limited to statutory workers' compensation and superannuation); or
- (b) A breach of this Deed by the Employer.

5. Confidentiality and Related Matters

- 5.1 Each party will keep the fact and terms of this Deed (including but not limited to the payments confidential except as authorised or required by law or as authorised by the Company and will not disclose them to any third party, save:

- (a) For the purpose of obtaining appropriate professional advice;
- (b) To members of the Employee's immediate family, providing that they similarly agree to maintain the confidentiality of the terms and existence of this Deed;
- (c) At the request of a properly authorised government agency; or
- (d) Under the order of a court of competent jurisdiction.

- 5.2 The Employee will not at any time:

- (e) Disparage the Company or any of its directors, officers or employees;
- (f) Make any statement, whether oral or in writing, or perform any act or take any action which does or is likely to bring the Company or any of its directors, officers or employees into disrepute or ridicule; or
- (g) Make any statement, whether oral or in writing, to perform an act or take any action which may otherwise adversely affect the Company's reputation.

- 5.3 The Company will take all reasonable steps to ensure that it and its employees do not:

- (a) Disparage the Employee;
- (b) Make any statement, whether oral or in writing, or perform any act or take any action which does or is likely to bring the Employee into disrepute or ridicule; or
- (c) Make any statement, whether oral or in writing, or perform any act or take any action which may adversely affect the Employee's reputation.

However, the Company is not liable for any statement, whether oral or in writing, made by an employee or an agent of the Company without the Company's knowledge or authority.

6. Pension and Benefits

- 6.1. For the avoidance of doubt, the Company will cease making contributions to any pension, disability,

death in service benefit and health insurance schemes in respect of the Employee on the Termination Date and the Employee's entitlements under such schemes, if any, terminate as of the Termination Date save for any accrued rights.

7. Resignation from Offices

- 7.1. The Employee hereby agrees to resign from all (directorship(s)/ trusteeships) with the Company and/or Group Companies with effect from the Termination Date and undertakes to take all steps necessary to effect that resignation and hereafter agrees not to conduct or represent himself as an officer of the Company and/or Group. The Employee acknowledges that no additional compensation is due for such loss of office(s).

8. General

- 8.1. The Parties confirm that the Parties have signed this Deed having full knowledge of their respective legal rights and having taken independent legal advice as to its terms and effect; and the Parties further confirm that they have entered into this Deed without any coercion of any description.
- 8.2. The headings in this Deed are for convenience only and do not affect its interpretation.
- 8.3. Unless the context otherwise requires, words denoting the singular include the plural and words denoting the masculine include the feminine and vice versa.
- 8.4. Any reference to a statutory provision includes all re-enactments and amendments of it; and the provisions of any regulations, orders or other delegated legislation made under it.
- 8.5. If any provision in this Deed shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability of validity of the remaining provisions or parts thereof. Such void or unenforceable provision shall be deemed to be severable from any other provisions or parts thereof contained and/or effect shall be given to the provision in such reduced form as may be decided by a court of competent jurisdiction.
- 8.6. In this Deed, "**Group Company**" shall mean the Company and any undertaking which from time to time is a subsidiary or affiliate undertaking of the Company or is the parent undertaking of the Company or ultimate parent undertaking of the Company or a subsidiary or affiliate undertaking of any such parent undertaking. Group Company shall also mean any undertaking of which at least 20% is owned by the Company or any Group Company and any undertaking with which the Company or any Group Company is participating in a joint venture.
- 8.7. This Deed contains the entire agreement between the Parties relating to its subject matter. All previous agreements, understandings and representations (whether written or oral) between the Parties are superseded by this Deed.
- 8.8. Once signed by each of the Parties this Deed will be enforceable and may be adduced in evidence.
- 8.9. This Deed may be executed in any number of counterparts, each of which, when executed, shall be an original and all the other counterparts together shall constitute one and the same instrument.
- 8.10. This Deed has been entered into on the date stated at the beginning of it.
- 8.11. This Deed is governed by the laws of New South Wales and the Parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales in relation to any dispute or difference arising out of it.

SIGNED by Chris Wakefield

Chris Wakefield

In the presence of
Witness Name

Emma Wakefield

Witness Address

EMMA WAKEFIELD
2 HEADLANDS CT.
MOFFAT BEACH, QLD

SIGNED by and on behalf of

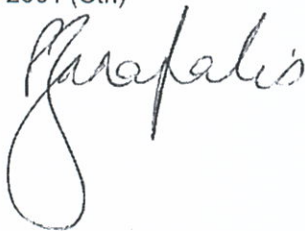
Waypoint Leasing Services Australia Pty Ltd (ACN 611 568 597)

in accordance with the Corporations Act 2001 (Cth)

By PETER ZANAPALIS

Title DIRECTOR

30/7/2018

A handwritten signature in black ink, appearing to read 'Zanapalis', with a large, stylized loop at the end.

