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?**
   David Gerald Taylor
   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?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   David Gerald Taylor
   68 Mountain Road
   Irvington, NY 10533, United States

   Contact phone 2122052661
   Contact email david.taylor@scipartnerslp.com

   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?**
   ☑ No
   ☐ 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?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

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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?** $ See Attachment A . **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.

See Attachment A

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: See Attachment A

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: $See Attachment A

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: See Attachment A

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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:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ 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).	$_____
☐ 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/David Gerald Taylor
Signature

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

Name: David Gerald Taylor
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:
David Gerald Taylor
68 Mountain Road
Irvington, NY, 10533
United States
Phone:
2122052661
Phone 2:
Fax:
Email:
david.taylor@scipartnerslp.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:
See Attachment A

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
See Attachment A

Includes Interest or Charges:
None

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
Yes: See Attachment A
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
Yes, See Attachment A

Nature of Secured Amount:
Other
Describe: See Attachment A
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
David Gerald Taylor on 17-May-2019 10:40:42 a.m. Eastern Time
Title:
Company:

VN: FE6E8D644081FF1A9284B00147F04974

In re Waypoint Leasing Holdings Ltd., et al., Case No. 18-13648 (SMB) (Jointly Administered)

Exhibit A to Proof of Claim

Item 7. Amount of Claim as of Date Case Filed.

The total amount of the Claims (as defined below) is undetermined at this time.

Item 8. Basis for Claim.

On November 25, 2018 (the "**Petition Date**"), the debtor(s) identified on the attached Proof of Claim and its affiliated debtors and debtors in possession (collectively, the "**Debtors**") each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"), and commenced chapter 11 cases which are being jointly administered under the case captioned In re Waypoint Leasing Holdings Ltd., et al., Case No. 18-13648 (SMB) (the "**Bankruptcy Cases**").

Prior to the Petition Date, the claimant identified on the attached Proof of Claim (the "**Claimant**") form served as director of Waypoint Leasing Holdings Ltd., and in such capacity, the Claimant was covered by one or more insurance policies applicable to the Debtors (collectively, the "**Insurance Policies**"). Claimant hereby asserts against the Debtor(s) identified on the attached Proof of Claim (and each other Debtor, as applicable) the following claims (collectively, the "**Claims**"):

A. Any and all claims that may arise for indemnification, contribution, reimbursement, subrogation, rescission, breach of contract, fraud, specific performance or misrepresentation relating to or arising from the terms of any and all written and oral contracts and agreements between the Claimant and any of the Debtors, including but not limited to those listed on Schedule 1 (collectively, including the Insurance Policies, the "**Agreements**"), and/or Claimant's rights under any of the Debtors' organizational documents, including but not limited to, their limited liability company agreements, any amended and/or restated certificates of formation or incorporation, by-laws and applicable state or other law, and any other applicable agreements or instruments, arising by contract or as matter of law or equity, based upon or relating to the Claimant's relationship with any Debtor. To the extent that any of the Insurance Policies may constitute property of the Debtors' estates, which Claimant does not concede, Claimant is also entitled to indemnification as an insured person covered under such policies.

B. Any and all rights, claims and/or remedies Claimant may have, including but not limited to, claims for indemnification, contribution, rescission, breach of contract, fraud, specific performance, misrepresentation and/or subrogation, related to, arising from or on account of any and all past, present or future litigations in which any of the Debtors and/or their respective affiliates, successors, predecessors or assigns is or may become a party in interest (whether named or unnamed) and any claims asserted in connection therewith. The foregoing includes any and all rights, claims and/or remedies Claimant may have arising from or related to any agreement regarding Claimant's eligibility to receive incentive awards.

C. Any and all claims for unpaid director fees and expense reimbursement due to the Claimant.

Item 11. Rights and Setoffs.

To the extent all or any portion of the Claims is entitled to a right of setoff it is a secured claim under 11 U.S.C. § 506.

Item 12. Amount of Claim Entitled to Priority.

To the extent all or any portion of the Claims accrued or accrues postpetition, such claim is a postpetition administrative claim.

Documents.

The Debtors have copies of all documents supporting this Proof of Claim, including without limitation, the Agreements and any organizational documents, including but not limited to, limited liability company agreements, certificates of formation or incorporation and any by-laws. Additional copies or copies of any other relevant materials may be provided upon request.

Note: Claimant reserves the right to amend and/or supplement this proof of claim at any time and in any manner, and to file additional proofs of claim for additional claims which may be based on the respective rights and obligations arising under the documents described above, the relationship described herein or the same events and circumstances described herein. In addition, the Claimant reserves the right to attach or bring forth additional documents supporting its claims and additional documents that may become available after further investigation and discovery. The Claimant further reserves the right to file proofs of claim for administrative expenses, other claims entitled to priority, proofs of interest and proofs of claim against other parties, including but not limited to affiliated debtors, if any.

Note: Claimant is continuing to investigate the elements of this Claim and the filing of this proof of claim shall not constitute: (a) a waiver or release of the rights of the Claimant against any of the Debtors or any other person or property; (b) a waiver of the right of Claimant to contest the jurisdiction of this Court with respect to the subject matter of the claims set forth herein, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving the Claimant; or (c) an election of remedies or choice of law.

SCHEDULE 1

1. That certain Management Agreement, dated as of April 29, 2013, by and among Waypoint Holdings Ltd., Pangea Two Acquisition Holdings VI, LP, MSDC Management, L.P. and Soros Fund Management, LLC.

2. That certain Second Amended and Restated Shareholders' Agreement, dated as of March 15, 2018, by and among Waypoint Leasing Holdings, Ltd. and the Shareholders.

3. The Amended and Restated Memorandum and Articles of Association of Waypoint Leasing Holdings Ltd., dated as of September 17, 2014.