

Fill in this information to identify the case:

Debtor 1 Waypoint Leasing (Ireland) Limited

Debtor 2 _____
(Spouse, if filing)

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

Case number 18-13650-smb

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 of 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? AVPRO, Inc.
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)

<p>Where should notices to the creditor be sent?</p> <p><u>Brian Hall</u> Name</p> <p><u>1230 Peachtree Street NE, Suite 3100</u> Number Street</p> <p><u>Atlanta GA 30309</u> City State ZIP Code</p> <p>Contact phone <u>404-815-3537</u></p> <p>Contact email <u>bhall@sgrlaw.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>Brian Hall</u> Name</p> <p><u>1230 Peachtree Street NE, Suite 3100</u> Number Street</p> <p><u>Atlanta GA 30309</u> City State ZIP Code</p> <p>Contact phone <u>404-815-3537</u></p> <p>Contact email <u>bhall@sgrlaw.com</u></p>
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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? \$ 222,258.32. 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.
Services rendered

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal 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 amounts 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

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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)?

No

Yes. Check one:

Amount entitled to priority

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

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 acknowledgment 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 a 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 01/08/2019
MM / DD / YYYY

TM Mansfield
Signature

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

Name Tom Mansfield
First name Middle name Last name

Title _____

Company AVPRO, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 900 Bestgate Road, Suite 412
Number Street

Annapolis MD 21401
City State ZIP Code

Contact phone (410) 573-1515 Email T.MANSFIELD@AVPROJETS.COM

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1230 Peachtree Street, N.E.
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dnealy@sgrlaw.com

January 15, 2019

VIA OVERNIGHT DELIVERY

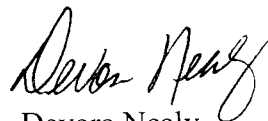
Waypoint Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Re: Waypoint Leasing (Ireland) Limited - Case No. 18-13650

Dear Sir/Madam:

Enclosed please find an original executed Proof of Claim and related attachment to be filed on behalf of Avpro, Inc., in the above referenced case. Please inform me via email when the filed proof of claim is available for downloading. Should you have any questions or need additional information, please contact me directly.

Sincerely,



Devora Nealy
Paralegal

DN/nd
Enclosures
cc: Brian Hall



FINDER'S FEE AGREEMENT

October 4, 2018

BETWEEN:

- (1) **AVPRO**, whose registered office is at 900 Bestgate Road, Suite 412, Annapolis MD 21401 USA ("**AvPro**"); and
- (2) **WAYPOINT LEASING (IRELAND) LIMITED**, a company existing and organised under the laws of Ireland, with its registered address at 8 Riverpoint, Bishops Quay, Limerick, V94WC6A, Ireland ("**Waypoint**").

WHEREAS:

- (A) Waypoint (or an affiliate thereof) owns that certain Airbus H145 helicopter, with manufacturer's serial number 20175 ("**MSN 20175**") (the "**Aircraft**");
- (B) AvPro has located a potential buyer, Starspeed Ltd. ("**Starspeed**"), who wishes to purchase the Aircraft from Waypoint through Airbus Helicopters UK Limited, or affiliated entity ("**AHUK**"),
- (C) AvPro shall introduce Starspeed to Waypoint. Upon closing on the purchase of the Aircraft by AHUK and receipt of payment, Waypoint shall pay to AvPro a finder's fee as set out further at Clause 1 below; and
- (D) each of the parties hereto agree herein the terms and conditions under which they shall be entitled to use or disclose information for the purpose of completing the sale and purchase of the Aircraft.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS;

1. FINDER'S FEE

AvPro shall receive a finder's fee in accordance with the following:

- (i) AvPro formally introduces the potential sale and purchase of the Aircraft to AHUK during the term of this Agreement;
- (ii) AHUK and Waypoint (or the owner of the Aircraft) enter into a legally binding sale and purchase agreement for the Aircraft (or otherwise in accordance with Clause 3(3) below); and
- (iii) Waypoint (or the Aircraft owner) shall have received the full amount of the contractual purchase price from AHUK.

2. PAYMENT

Upon the satisfaction of the criteria in Clause 1, AvPro shall receive from Waypoint a finder's fee equal to three per cent. (3%) of the purchase price of the Aircraft (the "**Finder's Fee**") within the sale by Waypoint to AHUK; this amounts to

195.000 EUR (in words: one hundred and ninety five thousand EUR)

Waypoint shall pay, or procure the payment of, the Finder's Fee to AvPro in accordance with the following provisions:

- (i) within five (5) business days (meaning a working day in Dublin, Ireland, and London, UK) after receipt of the purchase price from AHUK for the acquisition of the Aircraft, AvPro shall issue Waypoint with an invoice which shall set out its payment details and specify the amount to be paid;
- (ii) within five (5) business days (meaning a working day in Dublin, Ireland, and London, UK) of its receipt of such invoice, Waypoint shall pay, or procure the payment, to AvPro of a gross amount equal to the Finder's Fee; and
- (iii) each of AvPro and Waypoint shall work together to procure that the payment of the Finder's Fee is paid free from tax or other duties. For the avoidance of doubt, any tax (whether corporate, value added tax or any other tax or duty, howsoever described) which AvPro shall be liable for in respect thereof shall not be the responsibility of Waypoint.

3. **EXCLUSIVITY AND NON-CIRCUMVENTION**

AvPro shall deal exclusively with Waypoint in respect of the potential acquisition by Starspeed of aircraft of the same model and type as the Aircraft. Waypoint will not circumvent AvPro nor will it offer the Aircraft to Starspeed through another entity (other than AH group).

4. **COMPLIANCE WITH LAWS**

Each party undertakes to comply with local laws relating to money laundering and anti-bribery which may affect this Agreement and undertakes to comply with any relevant OECD conventions, such as but not limited to the OECD's anti-bribery convention and any relevant UN conventions, such as but not limited to UN embargos, conventions or UN trade restrictions, with regard to the obligations of each party described in this Agreement.

5. **DURATION AND TERMINATION**

The Agreement shall commence and have effect from the date of execution by both parties and shall continue for the period of six (6) months and shall be subject to renewal by mutual agreement in writing. Clauses 4, 6 and 7 shall survive the termination of this agreement, whatever the cause.

6. **CONFIDENTIALITY**

The parties undertake both during the term and after expiry of this Agreement to preserve the strictest secrecy as to the other party's business and activities and the information provided to the other party in relation to this Agreement, and shall not divulge to a third party any information regarding its interest or in connection with any business transacted or otherwise in connection with this Agreement except as required by law.

7. **APPLICABLE LAW**

This Agreement constitutes the entire agreement between the parties with respect to the matters set out herein and this Agreement may not be amended, waived or supplemented without the prior written approval of both parties. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be resolved by the courts of England.

Execution Page

Agreed and accepted

Signed:



Thomas M. Mansfield
Chief Financial Officer

For and on behalf of
Avpro, Inc.

Dated: 10-04-2018

Agreed and accepted

Signed:



Alan Jenkins
Director

For and on behalf of
**Waypoint Leasing (Ireland)
Limited**

Dated: