

FILED
 U.S. BANKRUPTCY COURT
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 S.D.N.Y. 04/16

Fill in this information to identify the case:

Debtor: Waypoint Leasing (Ireland) Limited

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

Case number 18-13650

**Official Form 410
Proof of Claim**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), 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.

Part 1: Identify the Claim

1. Who is the current creditor? Barclays Bank PLC
 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? <u>Barclays Bank PLC, c/o Kelly McDonald</u> Name <u>745 Seventh Avenue</u> Number Street <u>New York NY 10019</u> City State ZIP Code Country <u>USA</u> Contact phone <u>212-526-7000</u> Contact email <u>kelly.mcdonald@barclays.com</u>	Where should payments to the creditor be sent? (if different) <u>Barclays Bank PLC, c/o Andy Chediak</u> Name <u>745 Seventh Avenue</u> Number Street <u>New York NY 10019</u> City State ZIP Code Country <u>USA</u> Contact phone <u>212-526-7000</u> Contact email <u>andy.chediak@barclays.com</u>
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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 05/17/2019
 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? _____



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? \$ Please see attachment 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.

Please see attachment

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: please see attachment
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: please see attachment
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: _____

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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.

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).
- 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.

Amount entitled to priority

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

* 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 entitled to administrative priority 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 Petition Date 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:

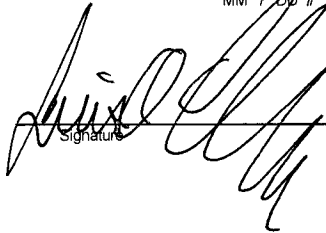
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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



 Signature

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Name	Andy	Chediak		
	First name	Middle name	Last name	
Title	Director			
Company	Barclays Bank PLC			
	Identify the corporate servicer as the company if the authorized agent is a servicer.			
Address	745 Seventh Avenue			
	Number	Street		
	New York	NY	10019	USA
	City	State	ZIP Code	Country
Contact phone	212-526-7000		Email andy.chediak@barclays.com	

ADDENDUM TO PROOF OF CLAIM
OF BARCLAYS BANK PLC

1. *Creditor.* This proof of claim (this “**Proof of Claim**”) is filed by Barclays Bank PLC (the “**Creditor**”), pursuant to that certain ISDA 2002 Master Agreement and Schedule thereto, dated as of 7 May 2014 (the “**ISDA Master Agreement**”)¹, between Creditor and Waypoint Leasing (Ireland) Limited (the “**Debtor**”).

2. *Specified Debtor.* On November 25, 2018 (the “**Petition Date**”), the Debtor and certain of its affiliates, as debtors and debtors-in-possession, filed voluntary petitions for relief (collectively, the “**Cases**”) under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Creditor is filing this Proof of Claim against the Debtor.

3. *Amount of Claims.* As of the Petition Date, the Debtor was, and remains, indebted and/or liable to the Creditor under the ISDA Master Agreement as a Party B thereunder for, among other things, contingent and/or unliquidated obligations, including, without limitation, indemnification obligations pursuant to Section 11 of the ISDA Master Agreement, in each case in an as yet undetermined amount.²

4. *Basis for Claims.* Following the Petition Date and pursuant to the Section 6(a) of the ISDA Master Agreement, *Right to Terminate Following Event of Default*, the Creditor

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the ISDA Master Agreement or the Credit Agreement (as defined herein), as the case may be.

² Waypoint Asset Company Number 1 (Ireland) Limited also is a Party B under the ISDA Master Agreement. The Creditor will file a separate proof of claim with respect to obligations of Waypoint Asset Company Number 1 (Ireland) Limited under the ISDA Master Agreement.

designated December 12, 2018 as the Early Termination Date in respect of all outstanding Transactions under the ISDA Master Agreement. In accordance with the ISDA Master Agreement, the Creditor set forth an Early Termination Amount, which was payable by the Creditor to the Debtor, in that certain Calculation Statement, dated December 18, 2018. The Claims asserted under this Proof of Claim are for all obligations and/or amounts that may become due to the Creditor under and/or in connection with the ISDA Master Agreement, including without limitation, indemnification obligations pursuant to Section 11 of the ISDA Master Agreement.

5. The Claims are secured on a perfected and *pari passu* basis with the Loans under that certain Credit Agreement, by and among the Creditor, the Debtor and certain other parties thereto, dated as of November 8, 2013 (as amended, modified and supplemented from to time, the “**Credit Agreement**”) and the related Security Documents.

6. *Guarantee of Obligations of Waypoint Asset Company Number 1 (Ireland) Limited.* In addition, pursuant to Section 13.01 of the Credit Agreement, each Guarantor, including the Debtor, jointly and severally guaranteed unconditionally and irrevocably as primary obligor, and not merely as surety, the full and prompt payment and performance when due, of any and all of the Guaranteed Obligations of the Borrowers. The “Guaranteed Obligations” include the “full and prompt payment when due . . . of all obligations . . . of any Borrower or any Guarantor under any Interest Rate Protection Agreement . . . and the due performance and compliance with all terms, conditions and agreements contained therein.” As such, the Debtor guaranteed the obligations of Waypoint Asset Company Number 1 (Ireland) Limited, a Borrower under the Credit Agreement and a Party B under the ISDA Master Agreement. The ISDA Master Agreement is an interest rate swap agreement as such term is

used in the definition of Interest Rate Protection Agreement.

7. The Creditor's rights to receive payment on account of the obligations and/or amounts that may become due under the ISDA Master Agreement are hereinafter collectively referred to as the "**Claims**".

8. *Documents.* The documents upon which the Claims are based are voluminous. In addition, upon information and belief, such documents are in the possession of the Debtor. Accordingly, the Creditor has not attached copies of such documents.

9. *No Offset.* The Claims set forth herein are not subject to offset, recoupment or counterclaim.

10. *Bar Date.* On March 26, 2019, the Bankruptcy Court entered its *Order Pursuant to 11 U.S.C. § 502(b)(9) and Fed. R. Bankr. P. 3003(c)(3) Establishing Deadlines for Filing Proofs of Claim and Procedures Relating Thereto and Approving Form and Manner of Notice Thereof* [D.I. 552] (the "**Bar Date Order**"). The Bar Date Order requires that any proof of claim shall be filed by any person, excluding governmental units (as defined in section 101(27) of the Bankruptcy Code), by May 17, 2019 at 5:00 p.m. (Eastern Time) (the "**Bar Date**").

11. *Effect of Filing; Reservations of Rights.* The Creditor is filing this Proof of Claim under compulsion of the Bar Date, to protect itself from forfeiture of the Claims by reason of the entry thereof. The filing of this Proof of Claim does not constitute: (i) a waiver of the Creditor's rights and remedies against any other person or entity who may be liable for all or part of the Claims set forth herein, whether an affiliate of the Debtor, an assignee, a guarantor or

otherwise; (ii) a waiver of any obligation owed to the Creditor, or any right to any security that may be determined to be held by it or for its benefit; (iii) a waiver by the Creditor or others of any past, present or future defaults (or events of default) in connection with the obligations under, or the other transactions evidenced by the ISDA Master Agreement, or otherwise; (iv) an election of remedies (including, but not limited to, an election of remedies that waives or otherwise affects any other remedies); (v) consent by the Creditor to the jurisdiction of the Bankruptcy Court with respect to any proceeding commenced against or otherwise involving the Creditor; (vi) consent by the Creditor to the treatment of any non-core claim against it as a core claim; (vii) a waiver of the Creditor's right to move to withdraw the reference with respect to the Claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced against or otherwise involving the Creditor; (viii) a waiver of any right to the subordination, in favor of the Creditor, of indebtedness or liens held by other creditors of the Debtor or any of its affiliates; (ix) a waiver of the Creditor's right to arbitration or other alternative dispute resolution mechanism that is, or becomes, available; (x) consent by the Creditor to a jury trial, or waiver of the Creditor's right to a trial by jury, in each case, in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto; (xi) a waiver of the Creditor's right to have final orders in non-core matters entered only after de novo review by a District Court judge; (xii) an admission by the Creditor that any property held by the Debtor constitutes property of the Debtor's estate; (xiii) a waiver or limitation of any procedural or substantive rights, or any procedural or substantive defenses, to any claim that may be asserted against the Creditor; (xiv) a waiver of any rights of the Creditor pursuant to section 506(b) of the Bankruptcy Code; or (xv) a waiver or limitation on the right to vote separately on

any plan proposed in any of the Cases. In addition, the Creditor reserves the right to withdraw this Proof of Claim with respect to any or all of the Claims set forth herein, for any reason whatsoever. The Creditor does not waive any of its rights to any Claims asserted herein by not ascribing a specific dollar amount thereto at this time. The Creditor: (a) expressly reserves and does not waive any right, defense or remedy at law or in equity of the Creditor, including, without limitation, any right to any security held by or for it pursuant to the ISDA Master Agreement, any right of setoff, recoupment or counterclaim that any Creditor has, or may have, against the Debtor, or any right to claim an interest in specific assets or any other rights or causes of action that any Creditor has, or may have, against the Debtor, or any other persons or entities, and expressly reserves all such rights; (b) reserves the right to file additional proofs of claim and amend or supplement this Proof of Claim in any respect, including, without limitation, by (1) asserting claims arising from, or relating to, the avoidance of transfers made to the Creditor or any other entity, (2) amending, quantifying or correcting the dollar amount of any part of the Claims set forth herein, (3) adding or including any other debtor or any other entity, (4) providing additional detail regarding the Claims set forth herein, (5) adding or amending categories of payments or liabilities; and (c) reserves the right to assert that all or any part of the Claims described herein are either secured claims or administrative expenses entitled to first-priority under sections 507(a)(2) and 507(b) of the Bankruptcy Code, including, but not limited to, fees, costs and expenses (including attorneys' fees and disbursements) incurred by the Creditor that remain unpaid. Nothing herein is intended to constitute a waiver by the Creditor or any affiliates of the Creditor of any rights, remedies and/or defenses, whether in law or in equity, against any person or entity, including without limitation, the Debtor, any affiliated debtor and/or

any non-debtor affiliate of the Debtor, and any and all rights, remedies and/or defenses are expressly reserved.

12. *Notices.* All notices and communications concerning this Proof of Claim should be addressed as follows:

Kelly McDonald, Legal
Barclays
745 Seventh Avenue
New York, NY 10019

Tel: +1.212.526.7000
kelly.mcdonald@barclays.com

13. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Proof of Claim.