

Fill in this information to identify the case:

Debtor Voyager Aviation Holdings, LLC

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

Case number 23-11177

Official Form 410

Proof of Claim

04/22

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>Bank of Utah, Facility Agent and Security Trustee</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? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>801-924-3690</u> Contact email <u>See summary page</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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _
7. How much is the claim?	\$ <u>See Addendum</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Secured loan for aircraft purchase</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>Aircraft and related property - See Addendum</u> Basis for perfection: <u>See Addendum</u> 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: <u>\$ 76,490,470.54</u> Amount of the claim that is secured: <u>\$ 28,620,255.67</u> Amount of the claim that is unsecured: <u>\$ 0.00</u> (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: <u>\$ 28,620,255.67</u> Annual Interest Rate (when case was filed) _____ % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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 \$3,350* 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 \$15,150*) 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 4/01/25 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 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 10/26/2023
MM / DD / YYYY

/s//s/ Joseph Pugsley
Signature

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

Name /s/ Joseph Pugsley
First name Middle name Last name

Title Vice President, Corporate Trust Counsel

Company Bank of Utah, as Facility Agent and Security Trustee
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Bank of Utah, as Facility Agent and Security Trustee, 50 South 200 East, Suite 110, Salt Lake City, UT, 84111

Contact phone 801-924-3638 Email jpugsley@bankofutah.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7163 | International (424) 236-7219

Debtor: 23-11177 - Voyager Aviation Holdings, LLC District: Southern District of New York, New York Division		
Creditor: Bank of Utah, Facility Agent and Security Trustee Attention Corporate Trust Services 50 South 200 East Suite 110 Salt Lake City, UT, 84111 Phone: 801-924-3690 Phone 2: Fax: Email: corptrust@bankofutah.com; robert.honeywell@klgates.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: Secured loan for aircraft purchase	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: See Addendum	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 28,620,255.67 Amount of 503(b)(9): No Based on Lease: Yes Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: Aircraft and related property - See Addendum Value of Property: 76,490,470.54 Annual Interest Rate: , Fixed Arrearage Amount: 28,620,255.67 Basis for Perfection: See Addendum Amount Unsecured: 0.00	
Submitted By: /s/ Joseph Pugsley on 26-Oct-2023 4:49:08 p.m. Eastern Time Title: Vice President, Corporate Trust Counsel Company: Bank of Utah, as Facility Agent and Security Trustee Optional Signature Address: Bank of Utah, as Facility Agent and Security Trustee 50 South 200 East, Suite 110 Salt Lake City, UT, 84111 Telephone Number: 801-924-3638 Email: jpugsley@bankofutah.com		

ID: 25988500

PIN: 26qCqXJD

United States Bankruptcy Court for the Southern District of New York

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> Voyager Aviation Management Ireland Designated Activity Company (Case No. 23-11176) | <input type="checkbox"/> Panamera Aviation Leasing XIII DAC (Case No. 23-11184) | <input type="checkbox"/> Cayenne Aviation LLC (Case No. 23-11191) |
| <input checked="" type="checkbox"/> Voyager Aviation Holdings, LLC (Case No. 23-11177) | <input type="checkbox"/> Panamera Aviation Leasing IV Limited (Case No. 23-11185) | <input type="checkbox"/> DPM Investment LLC (Case No. 23-11193) |
| <input type="checkbox"/> A330 MSN 1432 Limited (Case No. 23-11178) | <input type="checkbox"/> Panamera Aviation Leasing VI Limited (Case No. 23-11186) | <input type="checkbox"/> Voyager Finance Co. (Case No. 23-11194) |
| <input type="checkbox"/> A330 MSN 1579 Limited (Case No. 23-11179) | <input type="checkbox"/> Aetios Aviation Leasing 1 Limited (Case No. 23-11187) | <input type="checkbox"/> Voyager Aviation Aircraft Leasing, LLC (Case No. 23-11195) |
| <input type="checkbox"/> Panamera Aviation Leasing XII DAC (Case No. 23-11180) | <input type="checkbox"/> N116NT Trust (Case No. 23-11188) | <input type="checkbox"/> Intrepid Aviation Leasing, LLC (Case No. 23-11196) |
| <input type="checkbox"/> Cayenne Aviation MSN 1123 Limited (Case No. 23-11181) | <input type="checkbox"/> Panamera Aviation Leasing XI Limited (Case No. 23-11189) | <input type="checkbox"/> Voyager Aircraft Leasing, LLC (Case No. 23-11197) |
| <input type="checkbox"/> Cayenne Aviation MSN 1135 Limited (Case No. 23-11183) | <input type="checkbox"/> Aetios Aviation Leasing 2 Limited (Case No. 23-11190) | |

Official Form 410

Proof of Claim

04/22

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), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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

NameID: 15323390

1. Who is the current creditor?	<u>Bank of Utah, Facility Agent and Security Trustee</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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Bank of Utah, as Facility Agent and Security Trustee Attention Corporate Trust Services 50 South 200 East Suite 110 Salt Lake City, UT 84111 Address _____ Contact phone (801) 924-3690 Contact email corptrust@bankofutah.com, robert.honeywell@klgates.com Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____
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?

\$ See Addendum. 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.

Secured loan for aircraft purchase

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: Aircraft and related property and shares in borrower - See Addendum

Basis for perfection:

See Addendum

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: \$ 76,490,470.54

Amount of the claim that is secured: \$ 28,620,255.67

Amount of the claim that is unsecured: \$ 0.00 (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: \$ 28,620,255.67

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)?

☒ No

☐ Yes. Check all that apply:

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 \$3,350* 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 \$15,150*) 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 4/01/25 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 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 10/26/23
MM / DD / YYYY

/s/ Joseph Pugsley

Signature

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

Name Joseph Pugsley
First name Middle name Last name

Title Vice President, Corporate Trust Counsel

Company Bank of Utah, as Facility Agent and Security Trustee
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 50 South 200 East, Suite 110
Number Street
Salt Lake City, UT 84111

City State ZIP Code Country
(801) 924-3638 Email jpugsley@bankofutah.com

Contact phone _____



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

Voyager Aviation Holdings, LLC, et al.,

Debtors.

Chapter 11

Case No. 23-11177 (JPM)

(Jointly Administered)

**ADDENDUM TO MASTER PROOF OF CLAIM OF
BANK OF UTAH, AS FACILITY AGENT AND SECURITY TRUSTEE**

Bank of Utah, as Facility Agent and Security Trustee (the “MUFG MSN 1432 Agent” or “Claimant”) under that certain senior credit agreement dated September 20, 2019, (as amended by the amendment no. 1 dated September 30, 2019, and as it may be further amended, supplemented or otherwise modified from time to time, the “MUFG MSN 1432 Credit Agreement”, and the loans thereunder, the “MUFG MSN 1432 Loans”) by and among, inter alios, A330 MSN 1432 Limited (the “MUFG MSN 1432 Borrower”), Voyager Aviation Holdings, LLC (“VAH”) as guarantor, the MUFG MSN 1432 Agent, and the lenders from time to time party thereto (the “MUFG MSN 1432 Lenders” and, together with the MUFG MSN 1432 Agent, the “MUFG MSN 1432 Secured Parties”), asserts the following claims (collectively, the “Claim”) against the MUFG MSN 1432 Borrower, VAH, and Voyager Aviation Management Ireland Designated Activity Company (“VAMI DAC,” and together with the MUFG MSN 1432 Borrower and VAH, the “Obligors”),¹ and respectfully states as follows:

¹ This Addendum and the proof of claim cover sheet attached hereto constitute a master proof of claim being filed by the MUFG MSN 1432 Agent against each of the Obligors pursuant to paragraph 26 of this Court’s *Final Order (I) Authorizing Debtors to Use Cash Collateral and (II) Granting Certain Protections to Prepetition Secured Parties*, entered herein on September 1, 2023 (ECF No. 152) (the “Cash Collateral Order”). Pursuant to such paragraph 26, this master proof of claim is being filed only in the lead Chapter 11 case of VAH but is deemed filed against each Obligor in their respective Chapter 11 cases. All rights

1. The parties entered into the MUFG MSN 1432 Credit Agreement² for the purpose of financing the MUFG MSN 1432 Borrower's purchase of that certain Airbus model A330-300 aircraft bearing manufacturer's serial number 1432 with PRC registration mark B-5929, together with two Rolls-Royce model Trent 772C engines bearing manufacturer's serial numbers 42236 and 42337. Pursuant to the MUFG MSN 1432 Credit Agreement, the MUFG MSN 1432 Borrower's business is limited to purchasing, owning, financing, selling and leasing the Aircraft, and any activities incidental thereto or contemplated by the Basic Documents and Aircraft Lease Documents. The Aircraft is currently leased to Sichuan Airlines No. 4 Leasing (Tianjin) Co., Ltd., and subleased to Sichuan Airlines Co., Ltd. (which in turn has guaranteed the lease).

2. In connection with the MUFG MSN 1432 Credit Agreement, the Obligors, the MUFG MSN 1432 Agent and certain other parties entered into various agreements, including without limitation the following:

- a) Two promissory notes dated October 17, 2019, in the original principal amounts of \$25,000,000 each, executed by the MUFG MSN 1432 Borrower and payable to Airbus Bank GmbH and DVB Bank SE, respectively, as Senior Lenders (the "Notes");³
- b) That certain Security Agreement, dated September 20, 2019, between the MUFG MSN 1432 Borrower as mortgagor and the Security Trustee as mortgagee (the "Security Agreement");

and remedies of the MUFG MSN 1432 Agent and the other MUFG MSN 1432 Secured Parties under the Cash Collateral Order are reserved and shall not be limited by the filing of this Claim.

² Capitalized terms used but not defined herein have the meanings set forth in the MUFG MSN 1432 Credit Agreement.

³ The interest of DVB Bank SE in the MUFG MSN 1432 Loans was assigned to MUFG Bank, Ltd., Singapore Branch, pursuant to that certain Senior Loan Assignment Agreement, dated June 8, 2020.

- c) That certain Security Assignment (MSN 1432), dated October 17, 2019, between the MUFG MSN 1432 Borrower as assignor and the Security Trustee as mortgagee (the “Lease Assignment”);
- d) That certain Account Charge (Irish Account), dated October 17, 2019, by the MUFG MSN 1432 Borrower as chargor in favor of the Security Trustee (the “Account Pledge Agreement”);
- e) That certain Guaranty (MSN 1432), dated October 14, 2019 (the “Guaranty”), executed by VAH for the benefit of the Security Trustee, on behalf of itself, the Facility Agent, the Senior Lenders and the Facility Agent, on behalf of itself and the Senior Lenders, together with their respective successors and permitted assigns (the “Guaranteed Parties”);
- f) That certain Charge of Shares in respect of A330 MSN 1432 Limited, dated October 17, 2019, by VAMI DAC as chargor in favor of the Security Trustee (the “Borrower Pledge Agreement”); and
- g) That certain Servicer Side Letter (1432), dated October 17, 2019, among the MUFG MSN 1432 Borrower, VAMI DAC as servicer, and the Security Trustee (the “Servicer Side Letter”), with respect to that certain Amended and Restated Servicing Agreement (MSN 1432), dated October 17, 2019, between the MUFG MSN 1432 Borrower and VAMI DAC as servicer (the “Servicing Agreement”).

The above documents and other documents related to this Claim are voluminous and are not attached hereto, and to the knowledge of the MUFG MSN 1432 Agent are in the possession of the Debtors. Moreover, pursuant to paragraph 26 of the Cash Collateral Order, copies of any such

documents are not required to be attached hereto but will be provided by the MUFG MSN 1432 Agent upon written request, subject to any confidentiality restrictions (if any) related thereto.

3. On July 27, 2023 (the “Petition Date”), the MUFG MSN 1432 Borrower, VAH, VAMI DAC and certain of their affiliates (collectively, the “Debtors”) filed their voluntary petitions for relief under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Pursuant to the court’s *Order Directing Joint Administration of These Chapter 11 Cases* (ECF No. 26), the Debtors’ cases are being jointly administered together with the lead bankruptcy case of VAH.

4. Under Section 11(f)(iii) of the MUFG MSN 1432 Credit Agreement, the MUFG MSN 1432 Borrower’s commencement of a voluntary case under the Bankruptcy Code was an Event of Default (the “Bankruptcy Default”). Under Section 11 (p. 72, clause (2)) of the MUFG MSN 1432 Credit Agreement, the Credit Commitments were thereby automatically terminated and the principal amount then outstanding of, and the accrued interest on, the MUFG MSN 1432 Loans and all other amounts payable by the Obligor thereunder and under the Notes became immediately due and payable.

5. Under Section 3.02(a) of the MUFG MSN 1432 Credit Agreement and the terms of the Notes, interest on the principal amount of the MUFG MSN 4132 Loans and all other amounts owed by the MUFG MSN 1432 Borrower thereunder and under the Notes has accrued and been payable at the Post-Default Rate, commencing on the Petition Date.

6. Under Sections 10.12 and 13.03 of the MUFG MSN 1432 Credit Agreement and Section 1 of the Guaranty, VAH is liable for all damages arising from the commencement of the MUFG MSN 1432 Borrower’s Chapter 11 case and for all fees, costs and expenses of the Facility Agent, the Security Trustee and the Senior Lenders related to the administration of the MUFG

MSN 1432 Credit Agreement and all reasonable out of pocket costs and expenses in connection with the Bankruptcy Default and the enforcement of their rights and remedies related thereto (without limitation to any other amounts that might be owed by VAH).

7. Under Section 2 of the Borrower Pledge Agreement, VAMI DAC pledged its shares in the MUFG MSN 1432 Borrower and related rights to the Security Trustee as security for the payment in full of all obligations secured by the Security Agreement, including without limitation all obligations of the MUFG MSN 1432 Borrower and VAH under the MUFG MSN 1432 Credit Agreement, the Notes, the Guaranty and other related documents.

8. Under the Servicing Agreement and the Servicer Side Letter, the Facility Agent, the Security Trustee and the Senior Lenders are third party beneficiaries of the Servicing Agreement and retain certain rights triggered by the Bankruptcy Default, including to require VAMI DAC to perform the Servicing Agreement for the benefit of the Security Trustee and/or to terminate VAMI DAC as servicer under the Servicing Agreement.

9. Accordingly, the MUFG MSN 1432 Agent asserts, on behalf of itself and the Senior Lenders, a secured claim against each of the MUFG MSN 1432 Borrower and VAMI DAC and an unsecured claim against VAH, in each case in the amount of at least \$28,620,255.67, calculated as follows:

a. \$28,115,886.99 - the outstanding principal amount of the MUFG MSN 1432 Loans as of October 26, 2013 (after crediting adequate protection payments through October 17, 2023 under paragraph 3(b) of the Cash Collateral Order); *plus*

b. \$25,501.10 - accrued non-default interest thereon from October 17 through October 26, 2023 (after crediting adequate protection payments through October 17, 2023 under paragraph 3(b) of the Cash Collateral Order); *plus*

- c. \$420,739.58 - accrued interest at the Post-Default Rate from the Petition Date through October 26, 2023; *plus*
- d. \$2,500.00 - outstanding fees of the Facility Agent and Security Trustee; *plus*
- e. \$55,628.00 - outstanding fees of K&L Gates LLP, as counsel to the Senior Lenders.⁴

10. Claimant reserves the right to (a) amend and/or supplement this Claim at any time and in any manner; and (b) to file additional proofs of claim for any additional claim(s) that may be based on the same or additional documents or grounds of liability. This Claim is not, and shall not be deemed to be, a waiver of any claim by Claimant.

11. The filing of this Claim is not and shall not be deemed or construed as (a) a waiver or release by Claimant of any rights against any person, entity or property; (b) a consent by Claimant to the jurisdiction of any court with respect to proceedings, if any, commenced in any case otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury, or Claimant's consent to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related thereto, notwithstanding the designation or not of such matters as core proceedings pursuant to 28 U.S.C. § 157 or otherwise; (d) a waiver or release of Claimant's right to have, or to assert that, any and all final orders in any and all matters or proceedings be entered only after *de novo* review by a judge of the United States District Court; (e) a waiver of the right to move to withdraw the reference with respect to the subject matter of

⁴ Pursuant to paragraph 3(a)(iv) of the Cash Collateral Order, the Debtors are required to pay these fee amounts pursuant to the procedures therein but such amounts remain outstanding. To the extent unpaid (including any further amounts accrued after the date hereof), these fee amounts are asserted as claims against each of the Debtors, without limitation to any rights and remedies under the Cash Collateral Order.

this Claim, any objection thereto or other proceeding which may be commenced in this case or otherwise involving Claimant; (f) an election of remedies or choice of law; (g) a waiver or release of or any other limitation on Claimant's right to assert that any portion of the claims asserted herein are entitled to treatment as priority claims or as administrative claims under §§ 503(b) and 507(a) of the Bankruptcy Code; or (h) a waiver of any rights, claims, actions or defenses, setoffs, recoupments or other matters to which Claimant is entitled under any agreements, at law, in equity or otherwise.

12. All correspondence related to this Claim should be sent to the address set forth on the cover sheet to the Claim and to the following:

Robert T. Honeywell
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599 Lexington Ave.
New York, NY 10022
Tel: (212) 536-4863
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