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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
Voyager Aviation Holdings, LLC <i>et al.</i> ,)	Case No. 23-11177 (JPM)
)	
Debtors. ²)	(Jointly Administered)

**NOTICE OF ENTRY OF ORDER (I) APPROVING
(A) THE DISCLOSURE STATEMENT AND (B) SOLICITATION
AND NOTICE MATERIALS; (II) ESTABLISHING (A) SOLICITATION
AND VOTING PROCEDURES, (B) PROCEDURES FOR ALLOWING
CLAIMS FOR VOTING PURPOSES AND (C) NOTICE AND OBJECTION
PROCEDURES; AND (III) SCHEDULING CONFIRMATION HEARING**

¹ “Participation Debtors” means, collectively, Aetios Aviation Leasing 1 Limited, Aetios Aviation Leasing 2 Limited, Panamera Aviation Leasing XII Designated Activity Company, and Panamera Aviation Leasing XIII Designated Activity Company.

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Voyager Aviation Holdings, LLC (8601); A330 MSN 1432 Limited (N/A); A330 MSN 1579 Limited (N/A); Aetios Aviation Leasing 1 Limited (N/A); Aetios Aviation Leasing 2 Limited (N/A); Cayenne Aviation LLC (9861); Cayenne Aviation MSN 1123 Limited (N/A); Cayenne Aviation MSN 1135 Limited (N/A); DPM Investment LLC (5087); Intrepid Aviation Leasing, LLC (N/A); N116NT Trust (N/A); Panamera Aviation Leasing IV Limited (N/A); Panamera Aviation Leasing VI Limited (N/A); Panamera Aviation Leasing XI Limited (N/A); Panamera Aviation Leasing XII Designated Activity Company (N/A); Panamera Aviation Leasing XIII Designated Activity Company (N/A); Voyager Aircraft Leasing, LLC (2925); Voyager Aviation Aircraft Leasing, LLC (3865); Voyager Aviation Management Ireland Designated Activity Company (N/A); and Voyager Finance Co. (9652). The service address for each of the Debtors in these cases is 301 Tresser Boulevard, Suite 602, Stamford, CT 06901.

PLEASE TAKE NOTICE THAT on October 10, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order [Docket No. 358] (the “Disclosure Statement Order”): (i) approving (a) the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Voyager Aviation Holdings, LLC et al.* (as it may be amended, supplemented or otherwise modified from time to time, the “Disclosure Statement”), (b) the solicitation packages to be sent to the holders of Claims entitled to vote to accept or reject the Plan (the “Solicitation Packages”) and (c) forms of various notices to be sent to various parties in interest in connection with the Confirmation Hearing, (ii) establishing (a) solicitation and notice procedures, (b) procedures for temporarily allowing claims for voting purposes, and (c) noticing and objection procedures, and (iii) scheduling the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the “Confirmation Hearing”) will commence on **November 21, 2023, at 10:00 a.m. prevailing Eastern Time** before the Honorable John P. Mastando III, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, NY 10004-1408.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing may be continued from time to time without further notice other than by such adjournment being announced in open Court or by a notice filed on the Court’s docket and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the Plan may be modified, if necessary, pursuant to section 1127 of the Bankruptcy Code, before, during or as a result of the Confirmation Hearing without further notice to interested parties.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Confirmation of the Plan is **November 13, 2023, at 4:00 p.m.** prevailing Eastern Time (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of the Court and shall be filed with the Court electronically in accordance with the case management order entered in these Chapter 11 Cases at Docket No. 146, and served upon the following parties **such that it is actually received by such parties on or before the Plan Objection Deadline:**

- (a) co-counsel to the Debtors, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Samuel A. Khalil, Lauren C. Doyle, Brian Kinney, and Edward R. Linden (skhalil@milbank.com, ldoyle@milbank.com, bkinney@milbank.com and elinden@milbank.com);
- (b) co-counsel to the Debtors, Vedder Price LLP, 1633 Broadway, 31st Floor, New York, New York 10001, Attn: Cameron A. Gee, Michael J. Edelman, and William W. Thorsness (cgee@vedderprice.com, mjedelman@vedderprice.com, and wthorsness@vedderprice.com);
- (c) the Office of the U.S. Trustee for the Southern District of New York, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Annie Wells, Victor Abriano, Brian

Masumoto, and Daniel Rudewicz (Annie.Wells@usdoj.gov,
Victor.Abriano@usdoj.gov, Brian.Masumoto@usdoj.gov, and
Daniel.Rudewicz@usdoj.gov)

- (d) counsel to the Purchaser, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas New York, NY, 10019, Attn: Brian S. Hermann, Jacob A. Adlerstein, Brian Bolin, Diane Meyers, and Lara Luo (bhermann@paulweiss.com, jadlerstein@paulweiss.com, bbolin@paulweiss.com, dmeyers@paulweiss.com, and lluo@paulweiss.com); and Pillsbury Winthrop Shaw Pittman LLP, 31 West 52nd Street New York, NY 10019. Attn: Mark W. Eckard, Attn: Nina Bakhtina, Mark Lessard, Jason Greenberg, Chris Knight, and Harsha Reddy (nina.bakhtina@pillsburylaw.com, mark.lessard@pillsburylaw.com, jason.greenberg@pillsburylaw.com, chris.knight@pillsburylaw.com, and harsha.reddy@pillsburylaw.com)
- (e) counsel to Secured Notes Agent., Reed Smith, 1201 Market Street, Suite 1500 Wilmington, DE, 19801, Attn: Mark W. Eckard (MEckard@reedsmith.com)
- (f) all other parties entitled to notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE THAT holders of Claims entitled to vote on the Plan will receive this notice and the appropriate Ballot, together with a pre-addressed and pre-paid envelope and postage to be used by them in voting to accept or to reject the Plan. Failure to follow the instructions set forth on the Ballot may disqualify that Ballot and the vote represented thereby.

PLEASE TAKE FURTHER NOTICE THAT the date for determining which holders of Claims are entitled to vote on the Plan was **October 9, 2023** (the “Voting Record Date”).

PLEASE TAKE FURTHER NOTICE THAT the deadline for voting on the Plan is on **November 13, 2023, at 4:00 p.m.** prevailing Eastern Time (the “Voting Deadline”). If you received a Solicitation Package and intend to vote on the Plan you must carefully follow the instructions on the Ballot and execute and return your completed Ballot so that it is actually received by the Debtors’ Solicitation Agent, Kurtzman Carson Consultants LLC (the “Solicitation Agent”) on or before the Voting Deadline.

PLEASE TAKE FURTHER NOTICE THAT the Opt-In Forms must be completed, executed, and returned in accordance with the Opt-In Form instructions so that they are actually received by the Solicitation Agent on or before the Voting Deadline.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan, Disclosure Statement, Disclosure Statement Order or any other solicitation materials are available free of charge on the Debtors’ case information website (<https://www.kccllc.net/voyageraviation>) or by contacting the Debtors’ Solicitation Agent at (877) 634-7163 (U.S./Canada) or +1 (424) 236-7219 (International) or by writing the Solicitation Agent, Attn: Voyager Aviation Holdings, LLC et al. Ballot Processing, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT holders of (i) Unimpaired Claims and Interests and (ii) Claims or Interests that will receive no distribution under the Plan are not entitled to vote on the Plan and, therefore, will receive a Notice of Non-Voting Status and Opt-In Form in lieu of a Ballot.

PLEASE TAKE FURTHER NOTICE THAT if you have not received a Ballot (or you have received a Ballot in an amount you believe to be incorrect) but believe that you should be entitled to vote on the Plan (or vote in an amount different than the amount listed on your Ballot), you must serve on the Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) (a “Rule 3018(a) Motion”) temporarily allowing your Claim (or allowing it in a different amount) for purposes of voting to accept or reject the Plan on or before **November 13, 2023, at 4:00 p.m.** or, if the Debtors have filed an objection to such Claim, on or before **November 16, 2023, at 4:00 p.m.** In accordance with Bankruptcy Rule 3018, as to any creditor that has filed a Rule 3018(a) Motion, such creditor’s Ballot will not be counted unless temporarily allowed by the Court for voting purposes after notice and a hearing. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered.

PLEASE TAKE FURTHER NOTICE THAT Section X of the Plan contains the following release, exculpation, and injunction provisions. You are advised and encouraged to carefully review and consider these Plan provisions, as your rights might be affected.

Exculpation

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE “RELEASES BY THE DEBTORS” OR THE “RELEASES BY HOLDERS OF CLAIMS OR INTERESTS”, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, NO EXCULPATED PARTY SHALL HAVE OR INCUR, AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM ANY CAUSE OF ACTION FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THESE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, FILING, OR CONSUMMATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, THE DISCLOSURE STATEMENT, THE PLAN, ANY PLAN DOCUMENTS, ANY RESTRUCTURING TRANSACTIONS, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE PURSUIT OF CONSUMMATION OF THE PLAN, THE SOLICITATION OF VOTES ON THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY EXCULPATED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU

OF SUCH LEGAL OPINION), EXCEPT FOR CAUSES OF ACTION RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; *PROVIDED* THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION AND RELEASES SET FORTH ABOVE DO NOT APPLY TO (I) ANY RETAINED CAUSE OF ACTION AGAINST ANY PERSON OR ENTITY IDENTIFIED IN THE RETAINED CAUSES OF ACTION SCHEDULE, (II) SUBJECT TO THE TERMS OF, AS APPLICABLE, THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT OR ANY OTHER SALE TRANSACTION DOCUMENT, ANY RIGHTS, CLAIMS OR CAUSES OF ACTION OF THE PURCHASER, THE GUARANTOR, OR THE PARTICIPANT, AS APPLICABLE, UNDER THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, OR ANY OTHER SALE TRANSACTION DOCUMENT, OR (III) SUBJECT TO THE TERMS OF THE RESTRUCTURING SUPPORT AGREEMENT, ANY RIGHTS, CLAIMS OR CAUSES OF ACTION OF THE REQUIRED CONSENTING STAKEHOLDERS UNDER THE RESTRUCTURING SUPPORT AGREEMENT. IN ALL RESPECTS THE EXCULPATED PARTIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES. THE EXCULPATED PARTIES HAVE, AND UPON CONSUMMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES AND DISTRIBUTION OF CONSIDERATION PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN.

Releases

1. Releases by the Debtors

EXCEPT AS EXPRESSLY SET FORTH IN THE PLAN, EFFECTIVE ON THE EFFECTIVE DATE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASED PARTY IS HEREBY CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY EACH AND ALL OF THE DEBTORS, THE WINDDOWN DEBTORS, AND THEIR ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, UNDER, OR FOR THE FOREGOING ENTITIES, FROM ANY AND ALL CAUSES OF ACTION, INCLUDING ANY

DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, THAT THE DEBTORS WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP, OR OPERATION THEREOF), THEIR CAPITAL STRUCTURE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM/INTEREST THAT IS TREATED IN THE RESTRUCTURING SUPPORT AGREEMENT AND/OR IN THIS PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE CHAPTER 11 CASES, THE SECURED NOTES, THE AIRCRAFT FINANCING FACILITIES, THE ASSERTION OR ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE DEBTORS, THE DEBTORS' OUT-OF-COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS BETWEEN OR AMONG A DEBTOR AND ANOTHER DEBTOR OR THE COMPANY MANAGED ENTITIES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT OR ANY OF THE SALE TRANSACTION DOCUMENTS OR PARTICIPATION TRANSACTION DOCUMENTS, OR ANY RESTRUCTURING TRANSACTIONS, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT OR THE SALE TRANSACTION DOCUMENTS OR PARTICIPATION TRANSACTION DOCUMENTS, THE PURSUIT OF CONSUMMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE RESTRUCTURING TRANSACTIONS, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, OR ANY ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE RELATED TO THE DEBTORS TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; *PROVIDED* THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE SHALL NOT RELEASE, PREJUDICE, LIMIT, IMPACT, OR OTHERWISE IMPAIR (I) ANY RETAINED CAUSE OF ACTION AGAINST ANY PERSON OR ENTITY IDENTIFIED IN THE RETAINED CAUSES OF ACTION SCHEDULE, (II) SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY

ALTERNATIVE PARTICIPATION AGREEMENT OR ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, AS APPLICABLE, ANY RIGHTS, CLAIMS, OR CAUSES OF ACTION OF THE DEBTORS, THE WINDDOWN DEBTORS, OR THEIR ESTATES UNDER THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT OR ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, AS APPLICABLE, OR (III) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE RESTRUCTURING SUPPORT AGREEMENT, ANY DEFINITIVE DOCUMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT), ANY PLAN DOCUMENT OR OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

2. Releases by Holders of Claims

EXCEPT AS EXPRESSLY SET FORTH IN THE PLAN, EFFECTIVE ON THE EFFECTIVE DATE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASED PARTY IS HEREBY CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY EACH AND ALL OF THE RELEASING PARTIES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, UNDER, OR FOR THE FOREGOING ENTITIES, FROM ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP, OR OPERATION THEREOF), THEIR CAPITAL STRUCTURE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE RESTRUCTURING SUPPORT AGREEMENT AND/OR THIS PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE SECURED NOTES, THE AIRCRAFT FINANCING FACILITIES, THE ASSERTION OR ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE DEBTORS, THE DEBTORS' OUT-OF-COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS BETWEEN OR AMONG A DEBTOR AND ANOTHER DEBTOR OR THE COMPANY MANAGED ENTITIES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY

ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, THE SALE TRANSACTION DOCUMENTS OR PARTICIPATION TRANSACTION DOCUMENTS, OR ANY RESTRUCTURING TRANSACTIONS, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT, ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, OR THE SALE TRANSACTION DOCUMENTS OR PARTICIPATION TRANSACTION DOCUMENTS, THE PURSUIT OF CONSUMMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE RESTRUCTURING TRANSACTIONS, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT, OR ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE RELATED TO THE DEBTORS TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; *PROVIDED* THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE SHALL NOT RELEASE, PREJUDICE, LIMIT, IMPACT, OR OTHERWISE IMPAIR (I) ANY RETAINED CAUSE OF ACTION AGAINST ANY PERSON OR ENTITY IDENTIFIED IN THE RETAINED CAUSES OF ACTION SCHEDULE, (II) SUBJECT TO THE TERMS OF, AS APPLICABLE, THE PURCHASE AGREEMENT, THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT OR ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, ANY RIGHTS, CLAIMS, OR CAUSES OF ACTION OF THE DEBTORS, THE WINDDOWN DEBTORS OR THE PURCHASER OR THE GUARANTOR UNDER THE PURCHASE AGREEMENT OR THE DEBTORS, THE WINDDOWN DEBTORS OR THE PARTICIPANT UNDER THE PARTICIPATION AGREEMENT, ANY ALTERNATIVE PARTICIPATION AGREEMENT OR ANY OTHER PARTICIPATION TRANSACTION DOCUMENT, OR (III) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE RESTRUCTURING SUPPORT AGREEMENT, ANY DEFINITIVE DOCUMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT), ANY PLAN DOCUMENT OR OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

For the avoidance of doubt, the only parties that are bound by the Release set forth in Section X.D.2 of the Plan are: (a) the Released Parties; (b) parties who vote in favor of the Plan; (c) parties who vote to reject the Plan and opt into the release provided in Section X.D.2 of the Plan in a timely and properly submitted ballot; (d) parties who are entitled to vote but do not vote and opt into the release provided in Section X.D.2 of the Plan in a timely and properly submitted ballot; (e) parties who are deemed to reject the Plan and opt into the release provided in Section X.D.2 of the Plan by submitting a duly completed Opt-In Form; and (f) parties who are deemed to accept the Plan and opt into the release provided in Section X.D.2 of the Plan by submitting a duly completed Opt-In Form.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any individual from any claim or causes of action related to an act or omission that is determined in a final order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.

Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO THE “RELEASES BY THE DEBTORS” SET FORTH IN THE PLAN; (C) HAVE BEEN RELEASED PURSUANT TO “RELEASES BY THE HOLDERS OF CLAIMS OR INTERESTS” SET FORTH IN THE PLAN; (D) ARE SUBJECT TO EXCULPATION PURSUANT TO THE PLAN; (E) ARE AGAINST THE SALE TRANSACTION, THE TARGET ASSETS OR THE PARTICIPATION ASSETS, THE PURCHASER, OR THE PARTICIPANT; OR (F) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED, OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY ACTION OR OTHER PROCEEDING, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE WINDDOWN DEBTORS, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF, OR IN CONNECTION WITH OR WITH RESPECT TO, ANY DISCHARGED, RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES. UPON ENTRY OF THE CONFIRMATION ORDER, ALL HOLDERS OF CLAIMS AND INTERESTS AND THEIR RESPECTIVE CURRENT AND FORMER DIRECTORS, MANAGERS, EXECUTIVES, OFFICERS, PRINCIPALS, PREDECESSORS, SUCCESSORS, EMPLOYEES, AGENTS, AND DIRECT AND INDIRECT AFFILIATES SHALL BE ENJOINED FROM TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN. EACH HOLDER OF AN ALLOWED CLAIM OR ALLOWED INTEREST, AS APPLICABLE, BY ACCEPTING, OR BEING ELIGIBLE TO ACCEPT, DISTRIBUTIONS UNDER THE PLAN, SHALL BE DEEMED TO HAVE CONSENTED TO THESE INJUNCTION PROVISIONS.

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Dated: October 10, 2023
New York, New York

/s/ Lauren C. Doyle

Samuel A. Khalil, Esq.

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/s/ Michael J. Edelman

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