

Fill in this information to identify the case:

Debtor 1 WEA 2021 Holdings, LLC

Debtor 2 _____
(Spouse, if filing)

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

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 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? WEA 2021 Holdings, LLC
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>WEA 2021 Holdings, LLC</u> Name <u>750 Washington Blvd., Suite 500</u> Number Street <u>Stamford CT 06901</u> City State ZIP Code Contact phone <u>(734) 233-8202</u> Contact email <u>jared.ailstock@weaholdings.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____</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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2311177230901000000000007

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? \$ 420,736.82 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.
Consulting services provided under contract agreement

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)?

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

- | | | |
|--|--|------------------------------------|
| <input type="checkbox"/> No | | |
| <input checked="" type="checkbox"/> Yes. Check one: | | Amount entitled to priority |
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | | \$ _____ |
| <input type="checkbox"/> 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). | | \$ _____ |
| <input checked="" type="checkbox"/> 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). | | \$ <u>15,150.00</u> |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | | \$ _____ |
| <input type="checkbox"/> 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.

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 08/30/2023
MM / DD / YYYY

Signature

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

Name Jared Ailstock
First name Middle name Last name

Title President

Company WEA 2021 Holdings, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 750 Washington Blvd., Suite 500
Number Street

Stamford CT 06901
City State ZIP Code

Contact phone (734) 233-8202 Email jared.ailstock@weaholdings.com

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WEA Holdings 2021, LLC

INVOICE

180 Central Park South
New York, NY 10019
Phone: (734) 233-8202

INVOICE #23
DATE: 09/30/2022

TO:
Voyager Aviation Holdings
3 Stamford Plaza
301 Tresser Boulevard
Stamford, CT 06902

FOR:
Aviation Lease Consulting Services

DESCRIPTION	HOURS	AMOUNT
2022 Contractual Success Fee	N/A	\$385,000.00
		TOTAL
		\$385,000.00

Make all checks payable to WEA Holdings 2021, LLC

Wire Instructions
Chase Bank
Routing # 021000021
Account # 875046085

Company's medical insurance. Advisor agrees to abide by all applicable laws, ordinances, codes, and regulations in the performance of the Services.

10. **Insurance**

Advisor represents that Advisor maintains all insurance coverage appropriate for the performance of the Services. Without limiting the generality of the previous sentence, Advisor understands that Company will not provide Advisor with workers' compensation coverage and will not be responsible for any injuries or illnesses that Advisor suffers in the course of performing the Services.

11. **Indemnification**

Advisor agrees to indemnify the Covered Parties and hold the Covered Parties harmless from and against any and all claims, demands, liabilities, judgments, losses, costs, and expenses (including without limitation reasonable attorneys' fees) that may be asserted against the Covered Parties as a result of or arising from: (i) Advisor's performance or non-performance of the Services; (ii) Advisor's failure to report income or pay taxes, withholdings, and contributions; and/or (iii) any finding or allegation that Advisor is an employee of Company and not an independent Advisor.

12. **Assignment**

The Parties agree that this Agreement requires the performance of the Services by Daniel Barlin personally and may not be in whole or in part assigned, transferred, conveyed, pledged, or sublicensed by Advisor, except as agreed upon in writing by Company. Any assignment or purported assignment by Advisor in contravention of this provision shall be null and void. Company may assign this Agreement, in whole or in part, to a parent, subsidiary, affiliated, or successor company without Advisor's consent.

13. **Arbitration**

Any and all disputes relating to Advisor's rendering the Services and/or arising under this Agreement shall be resolved by binding arbitration in Stamford, CT pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

14. **Controlling Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard for rules relating to conflicts of laws.

15. **Entire Agreement**

(a) This Agreement constitutes the full understanding and agreement between the parties as to the subject matter hereof.

(b) This Agreement cannot be amended or changed except by a writing signed by both of the Parties.

(e) Advisor will be responsible for reporting all income and withholding, and for paying all of Advisor's federal, state, and local income, employment, Social Security, and all other taxes, fees, and contributions as an independent Advisor.

(f) Company shall report all payments made to Advisor hereunder each calendar year on a Form 1099.

7. Confidentiality and Non-Disclosure

(a) "Confidential Information" for the purposes of this Agreement shall constitute the Covered Parties' proprietary and confidential information and trade secrets including, but not limited to, identity of clients, employee information, Company work product, and Advisor's work product hereunder.

(b) During the term of this Agreement, and at any time after the termination of this Agreement, Advisor shall not disclose any of the Covered Parties' Confidential Information to any person, business, or other entity.

(c) Advisor agrees not to use the Covered Parties' Confidential Information for the benefit of any person or entity other than Company, and/or for any purpose other than in connection with Advisor's performance of the Services.

(d) This Agreement itself is deemed confidential and may be shown only to Advisor's attorney, accountant, and spouse or as otherwise may be required by law.

8. Ownership of Intellectual Property

(a) All intellectual property, work product, and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name that is developed or produced under this Agreement (the "Intellectual Property") are "works for hire" and will be the sole property of the Company. The use of the Intellectual Property by the Company will not be restricted in any manner.

(b) Advisor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Company. The Advisor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

9. Advisor Status

It is expressly understood and agreed that Advisor is and throughout the term of this Agreement shall be an independent Advisor and not an employee, partner, or agent of Company, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, agency, or other business group or concerted action. Advisor shall not be entitled to or receive any benefit normally provided to Company's employees, except as expressly provided herein, including without limitation coverage by

(ii) Upon receipt of such completed assignments, work-in-process, and Company property, and after receiving a final invoice from Advisor, Company shall issue final payment to Advisor for Services rendered by Advisor pursuant to this Agreement prior to the date of termination.

(iii) After termination of this Agreement, Advisor shall remain subject to the non-disclosure and confidentiality provisions of paragraph 7, below, of this Agreement.

5. **Work Location and Hours**

(a) Advisor shall perform the Services at a location of his choosing, which is likely to be Advisor's home office or Stamford, CT, the Company's headquarters.

(b) Advisor's hours of work shall be of Advisor's own choosing.

(c) Advisor agrees that he shall devote such effort as shall be reasonably necessary to perform the Services in a timely, competent, and professional manner, and in accordance with quality standards that the Company may determine.

(d) Company acknowledges that Advisor may have clients and business interests which are separate from the Company and from the Services to be performed by Advisor pursuant to this Agreement, and nothing in this Agreement is intended or should be construed to limit Advisor's ability to service said clients and business interests.

6. **Payment; Billing**

(a) Company shall pay Advisor at the rate of thirty thousand dollars (\$32,100.00) per month. The Advisor will also be entitled to a success fee for transactions completed to be agreed with the Company of up to \$385,000 on an annual basis.

(b) Advisor shall provide Company (attn.: Mike Lungarell@) with an invoice on a monthly basis describing the Services performed by Advisor and the amount due (\$32,100.00) as a result of the rendering of the Services described on the invoice. Advisor shall provide said invoices to the Company within three (3) calendar days following the end of the semi-monthly period to which the invoice applies, and Company shall pay said invoice within fourteen (14) days after Company's receipt and acceptance thereof, including after the Company's determination as to the suitability and quality of the Services rendered by Advisor.

(c) If the success fee noted in 6(a) is earned and agreed by the Company, the Advisor shall bill in the same manner as the monthly rate.

(d) The Company will reimburse the advisor for all reasonable out of pocket expenses related to the Services in Section 3.

AGREEMENT FOR ADVISORY SERVICES

1. Parties

- (a) Company: Voyager Aviation Holdings LLC (the "Company"); and
- (b) Advisor: WEA 2021 Holdings (the "Advisor").

Company and Advisor (the "Parties") hereby enter into this exclusive agreement for advisory services (the "Agreement") to be rendered by the Advisor to the Company.

2. Engagement of Advisor

Subject to the terms and conditions set forth herein, Company engages the Advisor to provide exclusive services to the Company, as set forth in paragraph 3, below (the "Services"). During the term of the contract, Advisor agrees that given the confidential nature of the services provided that it will only provide services for the Company.

Company and Advisor intend that an independent Advisor relationship be created by this Agreement, and that the Advisor not have any authority to bind the Company or the Covered Parties. "Covered Parties" means the Company, its corporate affiliates, parents, subsidiaries, and divisions; and any current officer, director, shareholder, trustee, employee, representative, agent, insurer, and attorney thereof.

3. Services to be Performed by Advisor

The Services to be performed by Advisor include, but are not limited to, the following:

- (a) Corporate Business Development related to Aircraft Investing
- (b) Strategic Development related to Aircraft Investing
- (c) Aircraft Investing and Valuation Services

4. Term of Engagement and Termination of Agreement

(a) The term of this Agreement shall commence on January 1, 2021 and terminate in accordance with paragraph 4(b), below. The parties contemplate that the duration of this engagement will be approximately six months.

(b) Either party may terminate this Agreement upon fourteen (14) days' prior written notice without further obligation to the other, except as provided herein.

(c) Upon termination of this Agreement:

(i) Advisor agrees to return to Company all completed assignments, work-in-process, and all other property of the Company in Advisor's possession, attn: Michael Lungariello