

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?** Norddeutsche Landesbank Girozentrale, in its capacity as Security Trustee
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?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See summary page	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone +49 0 40 / 37655 - 267 Contact phone _____
Contact email marc.gruenberg@nordlb.de Contact email _____

(see summary page for notice party information)
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? _____



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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>2669</u> ____
7. How much is the claim?	\$ <u>See Attachment</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" 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>Guarantee for Aircraft Loan</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>Pledge-100 percent Shares in A330 MSN 1579 Limited</u> Basis for perfection: <u>Share Mortgage and other Security Documents</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>\$ 8,410,907.28</u> Amount of the claim that is secured: <u>\$ 8,410,907.28</u> Amount of the claim that is unsecured: <u>\$ 6,740,994.28</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: \$ _____ 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 checked="" type="checkbox"/> No <input 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:

	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 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).	\$ _____
<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.

13. Is all or part of the claim 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 10/20/2023
MM / DD / YYYY

/s/Marc Gruenberg // Susanne Schipper
Signature

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

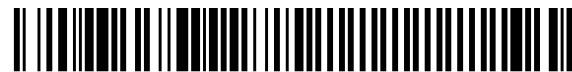
Name Marc Gruenberg // Susanne Schipper
First name Middle name Last name

Title Director // Credit Analyst

Company Norddeutsche Landesbank Girozentrale
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Friedrichswall 10, Hannover, NI, 30159, Germany

Contact phone +49 0 40 / 37655 - 267 Email marc.gruenberg@nordlb.de, s



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: Norddeutsche Landesbank Girozentrale, in its capacity as Security Trustee Norddeutsche Landesbank Girozentrale Friedrichswall 10 Hannover, NI, 30159 Germany Phone: +49 0 40 / 37655 - 267 Phone 2: Fax: Email: marc.gruenberg@nordlb.de	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
Has Related Claim: No Related Claim Filed By:		Filing Party: Creditor
Disbursement/Notice Parties:		
Jonathan R. Doolittle Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, 22nd Floor San Francisco, CA, 94111-5998 Phone: 415 983-1000 Phone 2: Fax: E-mail: jonathan.doolittle@pillsburylaw.com	Andrew V. Alfano Pillsbury Winthrop Shaw Pittman LLP 31 West 52nd Street New York, NY, 10019-6131 Phone: 212 858-1000 Phone 2: Fax: E-mail: andrew.alfano@pillsburylaw.com	
Leo T. Crowley Pillsbury Winthrop Shaw Pittman LLP 31 West 52nd Street New York, NY, 10019-6131 Phone: 212 858-1000 Phone 2: Fax: E-mail: leo.crowley@pillsburylaw.com	Norddeutsche Landesbank Girozentrale Special Credit and Portfolio Optimization Special Asset Team / Restructuring Aviation Friedrichswall 10 Hannover, NI, 30159 Germany Phone: +49 0 40 / 37655 - 267 Phone 2: Fax: +4904037655303 E-mail: marc.gruenberg@nordlb.de	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Guarantee for Aircraft Loan	Last 4 Digits: Yes - 2669	Uniform Claim Identifier:
Total Amount of Claim: See Attachment	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	

<p>Has Secured Claim: Yes: 8,410,907.28</p> <p>Amount of 503(b)(9): No</p> <p>Based on Lease: No</p> <p>Subject to Right of Setoff: No</p>	<p>Nature of Secured Amount: Other Describe: Pledge-100 percent Shares in A330 MSN 1579 Limited</p> <p>Value of Property: 8,410,907.28</p> <p>Annual Interest Rate: , Fixed</p> <p>Arrearage Amount:</p> <p>Basis for Perfection: Share Mortgage and other Security Documents</p> <p>Amount Unsecured: 6,740,994.28</p>
<p>Submitted By: Marc Gruenberg // Susanne Schipper on 20-Oct-2023 11:35:16 a.m. Eastern Time</p> <p>Title: Director // Credit Analyst</p> <p>Company: Norddeutsche Landesbank Girozentrale</p>	
<p>Optional Signature Address: Marc Gruenberg // Susanne Schipper Norddeutsche Landesbank Girozentrale Friedrichswall 10 Hannover, NI, 30159 Germany</p> <p>Telephone Number: +49 0 40 / 37655 - 267</p> <p>Email: marc.gruenberg@nordlb.de, susanne.schipper@nordlb.de</p>	

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

----- x
In re: : Chapter 11
: :
Voyager Aviation Holdings, LLC *et al.*, : Case No. 23-11177 (JPM)
: :
Debtors.¹ : (Jointly Administered)
: :
----- x

**ATTACHMENT TO PROOF OF CLAIM OF NORDDEUTSCHE LANDESBANK
GIROZENTRALE, AS SECURITY TRUSTEE IN RESPECT OF
AIRCRAFT MSN 1579, AGAINST VOYAGER AVIATION HOLDINGS, LLC**

Norddeutsche Landesbank Girozentrale, in its capacity as Security Trustee (“**Nord LB**”) for the Lenders, hereby submits this proof of claim (the “**Claim**”) against Voyager Aviation Holdings, LLC (*fka* Intrepid Aviation Group Holdings, LLC) (the “**Debtor**”) pursuant to the Guarantee (defined below) on account of principal, interest (including Default Interest), breakage indemnity costs, attorneys’ fees, and all other Guaranteed Obligations (defined below). Capitalized terms used but not defined herein have the meanings given in the Loan Agreement (defined below).

¹ The Debtors in these chapter 11 cases (the “**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.

CLAIM BACKGROUND

The Loan

1. Prior to commencement of these Chapter 11 Cases, Nord LB, as Original Lender and Agent, and A330 MSN 1579 Limited, as Borrower (the “**Borrower**”), entered into the Loan Agreement [1579] dated November 21, 2014 (as amended, supplemented or modified from time to time,¹ the “**Loan Agreement**”)² under which the Borrower received a loan in the original principal amount of \$80,000,00.00 (the “**Loan**”) for the purchase one (1) Airbus A330-300 aircraft bearing manufacturer’s serial number 1579 with two (2) Rolls-Royce Trent 772c engines bearing engine manufacturer’s serial Nos. 42493 and 42494 (the “**Aircraft**”). *See* Note (MSN 1579) dated November 25, 2014 at 1.

2. The Aircraft is leased by the Borrower to Sichuan Airlines No. 5 Leasing (Tianjin) Co., LTD. (“**Lessee**”) under the Amended and Restated A330 Aircraft Lease Agreement III dated June 28, 2019 (the “**Lease**”) and subleased by Lessee to Sichuan Airlines Co., Ltd. under the Aircraft Sublease Agreement dated June 28, 2019 (the “**Sublease**”).

3. As a condition to making the Loan, Nord LB and the Borrower, entered into the Aircraft Chattel Mortgage and Security Agreement [1579] dated November 21, 2014 (as amended, supplemented or modified from time to time, the “**Security Agreement**”). Under the Security Agreement, the Loan and other obligations (referred to as the “**Secured Obligations**”) of the

¹ On September 5, 2019, the Loan Agreement and the Security Agreement were amended pursuant to the Omnibus Amendment Agreement between the Debtor, as Borrower, and Nord LB, as Original Lender, Agent and Security Trustee to, among other things, reflect changes to the documents due to the novation of the Lease and entry into the Sublease, as well as the further pledge of security in favor of Nord LB on account of the Loan and related obligations as a result thereof.

² The Loan Agreement and the other documents referred herein may contain non-public information and thus have not been attached. Copies of the documents relating to the Claim will be provided to the Debtors upon request.

Borrower under the Basic Agreements (including any Break Amounts and Liquidity Breakage, as described below) are secured by substantially all the Borrower's assets, including:

- a. The Aircraft, including the Airframe and the Engines, and all Parts relating thereto (Security Agreement § 2.1(a)(1));
 - b. The Lease (including the Sublease) and all Rent and Supplemental Amounts (Security Agreement § 2.1(a)(2));
 - c. All rents, profits and other income from the Aircraft and the other property subject to the Security Agreement (Security Agreement § 2.1(a)(4));
 - d. The Guaranty and any of the other Basic Agreements and Transaction Documents (Security Agreement § 2.1(a)(6));
 - e. All monies and securities deposited or required to be deposited with the Security Trustee or the Borrower pursuant to any term of the Security Agreement, the Lease, the Sublease, the Sublease Security Assignment, the Negative Pledge, the Lease Guarantee, the Receivables Pledge, the Account Control Agreement or any other Transaction Document, including the Letters of Credit (Security Agreement § 2.1(a)(7)); and
 - f. All proceeds (as defined by the New York UCC) of the foregoing and of the other collateral identified in the Security Agreement (Security Agreement § 2.1(a)(11)).
4. Also as a condition to making the Loan, the Debtor, as Guarantor, and Nord LB, as Original Lender, Agent and Security Trustee (together with successors and assigns, the “**Beneficiaries**”) entered into the Guaranty dated November 21, 2014 (as amended, modified and supplemented from time to time, the “**Guarantee**”) under which the Debtor agreed unconditionally and as a primary obligor to pay, among other things (i) principal and interest under the Loan Agreement in an aggregate amount of up to \$15,000,000.00 (*See* Guaranty § 1(a)(i)), (ii) amounts payable by the Borrower under certain enumerated sections of the Loan Agreement, including for all Expenses under the section 2.12 and for Breakage Amounts under section 2.10, and (iii) prompt and timely performance of any Obligor under the Loan Agreement and the other Basic Agreements (*See* Guaranty § 1(a)(vi)).

5. In addition, under the Share Mortgage dated November 25, 2014 between the Debtor, as Mortgagor, and Nord LB, as the Security Trustee, the Debtor, as the legal and beneficial owner of one hundred percent (100%) of the shares in the Borrower, agreed to mortgage its shares in the Borrower to Nord LB for the purpose of securing performance of the Secured Obligations. *See* Share Mortgage § 3.1.

The Chapter 11 Cases

6. On July 27, 2023, the Debtor and certain of its affiliates (collectively, the “Debtors”) commenced these Chapter 11 Cases by filing voluntary petitions for relief under the U.S. Bankruptcy Code.

7. On September 1, 2023, the Court entered the final cash collateral order (ECF No. 152) (the “**Cash Collateral Order**”) which provides for (i) the Debtors’ use of cash collateral of Nord LB in connection with the Loan and of the other Prepetition Secured Parties (as defined therein) and (ii) adequate protection for Nord LB and the other Prepetition Secured Parties for any diminution in value in their collateral (including for use of the Aircraft) in the form of superpriority administrative expenses claims, valid and perfected post-petition security interests in collateral, and payment in cash of accrued reasonable and documented professional fees. *See* Cash Collateral Order ¶ 3.

8. On July 27, 2023, the Debtors filed the Declaration Of Robert A. Del Genio, Chief Restructuring Officer Of Voyager Aviation Holdings, LLC, In Support Of Chapter 11 Petitions And First Day Motions (ECF No. 16) that attached an Agreement For The Sale And Purchase Of Certain Assets Of Voyager as Exhibit B (the “**Sale Agreement**”). Schedule 6 of the Sale Agreement allocated \$45,227,000 of sale proceeds to the Aircraft.

BASIS OF CLAIM

9. Principal, Interest & All Other Guaranteed Obligations. Nord LB asserts this Claim for unpaid principal and interest (including Default Interest) up to \$15,000,000.00 in accordance with the Guarantee, *plus* all other Guaranteed Obligations, including, without limitation, amounts owed based on indemnification (*See, e.g.*, Loan Agreement § 2.12 (“General Indemnity”); Loan Agreement §§ 2.9(b) (“Tax Indemnity”), 2.10 (“Breakage Indemnity”), and 2.11 (“Increased Costs”)) and legal fees and other Expenses (Loan Agreement § 2.12). *See* Guarantee §§ 1(a)(i)-(vi).

AMOUNT OF CLAIM

10. The liquidated portion of the Claim as of October 10, 2023 is **\$15,151,087.00**, which consists of the following:

<u>Category</u>	<u>Amount</u>
Subject to \$15,000,000.00 limitation: <ul style="list-style-type: none">• Principal (\$36,304,760.53),• Interest (\$211,475.23), and• Default Interest (\$149,584.52).	\$15,000,000.00
Attorneys’ Fees	\$151,087.00 ¹
Total:	\$15,151,087.00

11. For the avoidance of doubt, the foregoing does not include the unliquidated portion of the Claim or amounts owed that may accrue after October 10, 2023.

¹ An invoice summary for unpaid legal fees is attached hereto. To the extent the legal fees incurred by Nord LB are paid pursuant to the Cash Collateral Order, the amount of this Claim will be adjusted accordingly.

RESERVATION OF RIGHTS

12. Nord LB reserves its right to amend or supplement this Claim at any time and in any manner and/or to submit additional claims based on the same or additional documents or grounds of liability.

13. Filing this Claim is not: (i) a waiver or release of Nord LB's rights, claims or defenses against any person, entity or property; (ii) a waiver or release of Nord LB's right to have any final order entered by, or other exercise of the judicial power of the United States performed by, an Article III court; (iii) a waiver or release of Nord LB's right to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Judge; (iv) a consent by Nord LB to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Claim; (v) an election of remedy; (vi) a waiver or release of any rights which Nord LB may have to a jury trial; or (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or any other proceedings which may be commenced in these cases against or otherwise involving Nord LB, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in this case.

NOTICES

14. All objections, notices, requests or any other filings or submissions relating to this Claim should be sent to each of the following:

Norddeutsche Landesbank Girozentrale
Special Credit & Portfolio Optimization
Special Asset Team / Restructuring Aviation
Friedrichswall 10,
30159 Hannover, Germany
Tel: +49 (0) 40 / 37655 - 267
Fax: +49 (0) 40 / 37655 - 303
Email: marc.gruenberg@nordlb.de

Leo T. Crowley
Andrew V. Alfano
31 West 52nd Street
New York, NY 10019-6131
Tel: (212) 858-1000
Email: leo.crowley@pillsburylaw.com
andrew.alfano@pillsburylaw.com

Jonathan R. Doolittle
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111-5998
Tel: (415) 983-1000
Email: jonathan.doolittle@pillsburylaw.com



Tax ID No. [REDACTED]

Norddeutsche Landesbank Girozentrale
Zuleitug 2214/6566
Friedrichswall 10
Hanover 50151
GERMANY

October 13, 2023
Invoice No. 8560039
Client No. 061750
Matter No. 0000004
Mark N. Lessard
(212) 858-1000

For Professional Services Rendered and Disbursements Incurred through October 10, 2023

<u>Matter Name</u>	<u>Services</u>	<u>Disbursements</u>	<u>Balance Due</u>
Intrepid	\$ 57,544.00	\$ 0.00	\$ 57,544.00
Total This Invoice:	\$ 57,544.00	\$ 0.00	\$ 57,544.00

Current charges only. Time and disbursements not yet recorded will be included in future invoices.

Prior Invoices Outstanding

<u>Invoice Number</u>	<u>Date</u>	<u>Invoice Amount</u>	<u>Payments/ Adjustments</u>	<u>Total Prior Outstanding</u>
8549800	08/15/23	\$28,182.00	\$0.00	\$28,182.00
8553531	09/12/23	65,361.00	0.00	65,361.00
Total Prior Outstanding		\$93,543.00	\$0.00	\$93,543.00
Total Amount Outstanding				\$151,087.00

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street - New York, NY - 10019
Due Upon Receipt
Remittance Address
P.O. Box 30769 . New York, NY 10087-0769