

Samuel A. Khalil, Esq.
 Lauren C. Doyle, Esq.
 Brian Kinney, Esq.
 Edward R. Linden, Esq.
MILBANK LLP
 55 Hudson Yards
 New York, New York 10001
 Telephone: (212) 530-5000
 Facsimile: (212) 530-5219

Michael J. Edelman, Esq.
 William W. Thorsness, Esq. (admitted *pro hac vice*)
VEDDER PRICE P.C.
 1633 Broadway, 31st Floor
 New York, New York 10019
 Telephone: (212) 407-7700
 Facsimile: (212) 407-7799

Counsel to all Debtors and Debtors in Possession other than the Participation Debtors¹

Counsel to the Participation Debtors

**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 FILING OF AMENDED AND
 RESTATED RESTRUCTURING SUPPORT AGREEMENT**

PLEASE TAKE NOTICE that, prior to the Petition Date, the Debtors executed a restructuring support agreement, dated July 27, 2023 (the “Restructuring Support Agreement”), with certain parties in interest.

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 FURTHER NOTICE that 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* [Docket No. 16] (the “First Day Declaration”),³ attaching the Restructuring Support Agreement as **Exhibit B** thereto.

PLEASE TAKE FURTHER NOTICE that on August 30, 2023, the Debtors filed the Amended and Restated RSA Amendment Term Sheet (the “RSA Amendment Term Sheet”), which set forth the principal terms of a settlement among the Debtors, certain Secured Noteholders that were not Consenting Noteholders as of the Petition Date, and Azorra.

PLEASE TAKE FURTHER NOTICE that the Debtors have executed an amended and restated restructuring support agreement (the “Amended and Restated RSA”) with the holders of over 99.10% of the Debtors’ secured notes, which is attached hereto as **Exhibit A**.

[Remainder of page intentionally left blank]

³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Day Declaration and the exhibits thereto.

Dated: November 28, 2023
New York, New York

/s/ Brian Kinney

Samuel A. Khalil, Esq.
Lauren C. Doyle, Esq.
Brian Kinney, Esq.
Edward R. Linden, Esq.

MILBANK LLP

55 Hudson Yards
New York, NY 10001

Telephone: (212) 530-5000

Facsimile: (212) 530-5219

Email: skhalil@milbank.com
ldoyle@milbank.com
bkinney@milbank.com
elinden@milbank.com

*Counsel to all Debtors and Debtors in Possession
other than the Participation Debtors*

/s/ Michael J. Edelman

Michael J. Edelman, Esq.
William W. Thorsness, Esq. (admitted *pro hac vice*)

VEDDER PRICE P.C.

1633 Broadway, 31st Floor
New York, NY 10019

Telephone: (212) 407-7700

Facsimile: (212) 407-7799

Email: cgee@vedderprice.com
mjedelman@vedderprice.com
wthorsness@vedderprice.com

*Counsel to the Participation Debtors
Debtors*

Exhibit A

Amended and Restated RSA

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES THAT WILL BE EFFECTUATED THROUGH CHAPTER 11 CASES IN THE BANKRUPTCY COURT ON THE TERMS DESCRIBED HEREIN.

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES AS TO ANY CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL ONLY BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND OTHER APPLICABLE LAW. NOTHING CONTAINED IN THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE TRANSACTION DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN. THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE TRANSACTION DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT

This Amended and Restated Restructuring Support Agreement (including the Term Sheet (as defined below) and all other exhibits, annexes and schedules attached hereto, as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this “Agreement” or the “Restructuring Support Agreement”) amends the Restructuring Support Agreement (the “Original Agreement”) dated July 27, 2023, by and among the following parties:

- i. Voyager Aviation Holdings, LLC (the “VAH”), Voyager Finance Co. (“Voyager Finance”), Cayenne Aviation LLC (“Cayenne”), Voyager Aviation Management Ireland Designated Activity Company (“VAMI”) and certain affiliates listed on **Schedule 1** attached hereto (together with VAH, Voyager Finance, Cayenne and VAMI, the “Company Parties”) and certain affiliates of the Company Parties whose equity is held in trust and serviced and/or managed by VAH or VAMI (the “Company Managed Entities”);
- ii. the beneficial holders or investment advisors, agents, or managers of discretionary accounts or funds that hold those certain 8.500% Senior Secured Notes due 2026 (the “Secured Notes” and, each holder of the Secured Notes, a “Noteholder”) issued by VAH and Voyager Finance under the Indenture, dated as of May 9, 2021 (as amended, modified, supplemented, or otherwise restated

from time to time, the “Indenture”), by and among VAH and Voyager Finance, as issuers, and Wilmington Trust, National Association, as trustee (the “Indenture Trustee”), identified on the signature pages to the Original Agreement, including a Permitted Transferee (as defined below) of such Secured Notes in accordance with Section 5 of this Agreement (collectively, in such capacities, the “Original Consenting Noteholders”); and

- iii. the beneficial holders or investment advisors, agents or managers of discretionary accounts or funds that hold Equity Interests,¹ including preferred stock in Cayenne and LLC membership interests in VAH identified on the signature pages to the Original Agreement (collectively, in such capacities, the “Original Consenting Equityholders” and, together with the Original Consenting Noteholders, the “Original Consenting Stakeholders”).

This Agreement is entered into as of November 28, 2023 by and among the following parties (each a “Party” and collectively the “Parties”):

- a. the Company Parties;
- b. the Original Consenting Stakeholders;
- c. (i) the undersigned beneficial holders or investment advisors, agents, or managers of discretionary accounts or funds that hold Secured Notes and are members of that certain ad hoc group represented by Akin (as defined below), including a Permitted Transferee (as defined below) of such Secured Notes in accordance with Section 5 of this Agreement (collectively, in such capacities, the “Additional Consenting Noteholders”); and (ii) the undersigned funds and accounts managed or advised or sub-advised by RBC Global Asset Management (UK) Limited that hold Secured Notes, including a Permitted Transferee (as defined below) of such Secured Notes in accordance with Section 5 of this Agreement (collectively, in such capacities, the “RBC BlueBay Consenting Noteholders and, together with the Original Consenting Noteholders and the Additional Consenting Noteholders, the “Consenting Noteholders”); and
- d. (i) the undersigned beneficial holders or investment advisors, agents, or managers of discretionary accounts or funds, represented by Akin, that hold Equity Interests, including preferred stock in Cayenne and LLC membership interests in VAH (collectively, in such capacities, the “Additional Consenting Equityholders” and (ii) the undersigned funds and accounts managed or advised or sub-advised by RBC Global Asset Management (UK) Limited that hold Equity Interests, including preferred stock in Cayenne and LLC membership interests in VAH (collectively, in such capacities, the “RBC BlueBay Consenting Equityholders” and, together with the Original Consenting Equityholders and the Additional Consenting Equityholders, the “Consenting Equityholders,” and the Consenting Equityholders together with the Consenting Noteholders, the “Consenting Stakeholders”).

RECITALS

WHEREAS, on May 9, 2021, VAH and Voyager Finance co-issued \$412,708,000 of the Secured Notes pursuant to the Indenture; and

WHEREAS, on May 9, 2021, Cayenne issued a single class of preferred equity with an original aggregate liquidation preference of \$197.0 million (the “Cayenne Preferred Interests”) and VAH issued membership interests (the “VAH Interests”); and

¹ Capitalized terms used but not defined in this Restructuring Support Agreement shall have the meaning ascribed to such terms in the Plan (as defined below) or the RBC Blue Bay Sale Term Sheet.

WHEREAS, (A) on July 17, 2023, certain Company Parties and Azorra Explorer Holdings Limited (the “Purchaser”) entered into that certain *Agreement for the Sale and Purchase of Certain Assets of Voyager* (annexed as Exhibit B to the Original Agreement, as amended in accordance with the Sale Order (as defined below), the “Purchase Agreement”) for the sale and purchase of the certain assets of the Company Parties (the “Azorra Sale Transaction”) and (B) on July 17, 2023 certain Company Parties and the Purchaser entered into that certain Agreement for Participation and Sale and Implementation of Related Transactions for MSN 63695 Assets and MSN 63781 Assets (annexed as Exhibit C to the original Agreement, the “Azorra Participation Agreement”) that proposed to grant to the Purchaser certain participation rights with respect to equity and other economic interest (the “Participation Assets”) in two aircraft owning Company Parties whose aircraft, covered by certain of the Company Parties’ insurance policies, are detained in Russia and the ability to elect to elevate those rights, which was subject to Bankruptcy Court approval; and

WHEREAS, on July 27, 2023, certain of the Company Parties commenced voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (such Company Parties, the “Debtors”); and

WHEREAS, the Company Parties, consistent with the Original Agreement, filed a prearranged chapter 11 plan [Docket No. 50] (the “Original Plan”); and

WHEREAS, the Parties agreed to revise the Plan, the terms of the Azorra Sale Transaction, and the related Transaction Documents (as defined below) consistent terms of the Amended and Restated RSA Amendment Term Sheet [Docket No. 127] (the “Amendment Term Sheet”); and

WHEREAS the Company Parties amended the Original Plan consistent with the Amendment Term Sheet [Docket No. 350] (the “Solicitation Version Plan” and as such Solicitation Version Plan may be further amended in accordance with the RBC BlueBay Sale Term Sheet (as defined below) and this Agreement, the “Plan”); and

WHEREAS, an order approving an amended Azorra Sale Transaction was entered by the Bankruptcy Court on September 28, 2023 [Docket No. 286] (the “Sale Order”); and

WHEREAS, the Bankruptcy Court entered the 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 [Docket No. 358] (the “Disclosure Statement Order”); and

WHEREAS, the Termination Date under and as defined in the Azorra Participation Agreement has occurred and the Debtors made certain representations to the Consenting Noteholders with respect thereto on the record of the November 1, 2023 hearing (which representations are incorporated herein) (the “Azorra Participation Agreement Representations”); and

WHEREAS, the Company and certain funds and accounts managed or advised by RBC Global Asset Management (UK) Limited have agreed to the terms (as attached hereto as Exhibit A, the “RBC BlueBay Sale Term Sheet”) for the acquisition of the Participation Assets and participation by certain holders of Secured Notes in connection therewith, which will be implemented through a sale and purchase agreement and shareholders agreement (collectively, the “RBC BlueBay Transaction Documentation” and the transactions contemplated thereby, the “RBC BlueBay Transaction”) and the Plan; and

WHEREAS, Azorra and the Debtors have agreed to a consensual resolution concerning the assumption of the Azorra Participation Agreement, the terms of which resolution is set forth in the RBC BlueBay Sale Term Sheet (the “Azorra Settlement”); and

WHEREAS, the Parties have engaged in good faith, arm’s-length negotiations regarding the terms set forth in this Agreement (this Agreement, the Plan, the Purchase Agreement, and the RBC BlueBay

Transaction Documentation, each as modified by the RBC BlueBay Sale Term Sheet and this Agreement (collectively, the “Restructuring Transactions”)); and

WHEREAS, each Party and its respective counsel and other advisors have reviewed or have had the opportunity to review this Agreement, including all exhibits, annexes, and schedules hereto; and

WHEREAS, the Parties have agreed to support the Restructuring Transactions and take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement (including the Term Sheet); and

WHEREAS, the following sets forth the agreement among the Parties concerning their respective rights and obligations in respect of the Restructuring Transactions.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, on a several but not joint basis, agree as follows:

AGREEMENT

Section 1. *Agreement Effective Date.*

1.01. Agreement Effective Date. This Agreement shall become effective and binding upon each of the Parties at the time and date on which: (a) (i) the Company Parties have executed and delivered to the other Parties counterpart signature pages of this Agreement, (ii) the Required Original Consenting Stakeholders (as defined below) have executed and delivered to the other Parties counterpart signature pages of this Agreement, (iii) the Additional Consenting Noteholders have executed and delivered to the other Parties counterpart signature pages of this Agreement, and (iv) the RBC BlueBay Consenting Noteholders have executed and delivered to the other Parties counterpart signature pages of this Agreement and (b) the Company Parties have given notice to counsel to the Consenting Stakeholders in accordance with Section 14.10 hereof that each of the foregoing conditions set forth in this Section 1.01 has been satisfied and this Agreement is effective (such date, the “Agreement Effective Date”).

1.02. Restructuring Transactions. The principal terms of the Restructuring Transactions will be implemented on terms consistent with this Agreement.

Section 2. *Exhibits Incorporated by Reference.* Each of the exhibits attached hereto (collectively with any annexes, schedules or exhibits to such exhibits, the “Exhibits”), is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the Exhibits. In the event of any inconsistency between this Agreement (without reference to the Exhibits) and the RBC BlueBay Sale Term Sheet, the RBC BlueBay Sale Term Sheet shall govern.

Section 3. *Definitive Documentation.*

(a) The definitive documents and agreements governing the Restructuring Transactions (collectively, the “Transaction Documents,” including such documents as they may be modified, amended, or supplemented in accordance with this Agreement) shall consist of this Agreement and each of the following documents:

- (i) the RBC BlueBay Transaction Documentation;
- (ii) the Plan (and all exhibits thereto);
- (iii) any orders authorizing the use of cash collateral (the “Cash Collateral Orders”);

(iv) any order entered by the Bankruptcy Court concerning the Azorra Settlement (the “Azorra Settlement Order”);

(v) the order entered by the Bankruptcy Court approving the RBC BlueBay Transaction Documentation (which may be the Confirmation Order) (the “RBC BlueBay Transaction Order”);

(vi) the order entered by the Bankruptcy Court approving the RBC BlueBay Break-Up Fee (the entry of which will be conditional upon the sale and purchase agreement (as part of the RBC BlueBay Transaction Documentation) being executed by or on behalf of the purchaser), which order may be the Confirmation Order if the sale and purchase agreement is in agreed form five days prior to a scheduled hearing to confirm the Plan and the Debtors reasonably expect that the hearing will proceed as scheduled;

(vii) all other documents that will be included in the documents and forms of documents, schedules, and exhibits to the Plan filed by the Company Parties (collectively, the “Plan Supplement”); and

(viii) such agreements, instruments and documentation as may be reasonably desired or necessary to consummate and document the Restructuring Transactions and the other transactions contemplated by this Agreement, including any other documents necessary to implement the RBC BlueBay Transaction (including the Noteholder participation mechanics), and the Plan.

(b) The Transaction Documents not executed or, if applicable, not amended in accordance with the RBC BlueBay Sale Term Sheet, in each case as of the Agreement Effective Date, remain subject to negotiation and completion and shall, upon completion, contain the terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement and shall otherwise be in form and substance reasonably acceptable (the “Consent Rights”) to the Company Parties and the Required Consenting Noteholders (as defined below), and solely to the extent any such term or condition in any such Transaction Document materially and adversely affects the treatment with respect to, or in favor of, the Consenting Equityholders, reasonably acceptable to the Required Consenting Equityholders (as defined below); *provided, however*, the Plan, shall be amended or modified consistent with the RBC BlueBay Sale Term Sheet, which amendments or modifications shall be in form and substance reasonably acceptable to the Required Consenting Noteholders and, if applicable, the Required Consenting Equityholders; *provided, further, however* that notwithstanding anything to the contrary in this Agreement, the Consent Rights of the RBC BlueBay Consenting Noteholders and the RBC BlueBay Consenting Equityholders shall be as set forth in Section 3(d).

(c) As used herein, the term “Required Consenting Stakeholders” means, collectively, at any relevant time, (i) (X) Original Consenting Noteholders holding greater than 50.0% of the aggregate outstanding principal amount of the Secured Notes held by the Original Consenting Noteholders (the “Required Original Consenting Noteholders”) and (Y) Additional Consenting Noteholders that are members of that certain ad hoc group represented by Akin holding greater than 66.66% of the aggregate outstanding principal amount of the Secured Notes held by the Additional Consenting Noteholders that are members of that certain ad hoc group represented by Akin (the “Required Additional Consenting Noteholders” and, together with the Required Original Consenting Noteholders, the “Required Consenting Noteholders”), and (ii) (X) Original Consenting Equityholders holding greater than 50.0% of each of the VAH Interests and the Cayenne Preferred Interests held by the Original Consenting Equityholders (the “Required Consenting Original Equityholders”) and (Y) Additional Consenting Equityholders holding greater than 50.0% of each of the VAH Interests and the Cayenne Preferred Interests held by the Additional Consenting Equityholders (the “Required Consenting Additional Equityholders” and, together with the Required Original Consenting Equityholders, the “Required Consenting Equityholders”). During the Effective Period (as defined below), each of the Transaction Documents shall not be amended, modified, waived, or supplemented in a manner inconsistent with this Agreement without the prior written consents of the Required Consenting Stakeholders consistent with and subject to the applicable Consent Rights set forth in the first sentence of Section 3(b). For the avoidance of doubt, in no event shall any Secured Notes, VAH Interests or Cayenne Preferred Interests held by affiliate of BlueBay Global High Yield Bond Fund or any party that is objecting to the Plan or any other Transaction Documents (in each case to the extent such

Plan or Transaction Document had been approved consistent with this Agreement) be included in the calculation of any of the definitions set forth in this paragraph with respect to the Required Consenting Stakeholders.

(d) Notwithstanding anything to the contrary in this Agreement or any Transaction Document to the contrary

(i) the RBC BlueBay Consenting Noteholders and the RBC BlueBay Consenting Equityholders shall not have any Consent Rights under this Agreement (including with respect to any amendment, modification, or waiver) or any Transaction Document except with respect to:

(A) the negotiation and completion, and any amendment, waiver, or modification of the RBC BlueBay Transaction Documentation and the RBC BlueBay Sale Term Sheet, including the Noteholder participation mechanics, and any provision of the Plan and any other document, including any Transaction Document, in each case, solely with respect to any portion thereof that relates to the implementation to the RBC BlueBay Transaction; which documents, provisions, amendments, waivers, or modifications, as applicable, shall be subject to the reasonable consent of the RBC BlueBay Consenting Noteholders;

(B) The Break-Up Fee Order and the RBC BlueBay Transaction Order (or the provisions of the Confirmation Order that relate thereto), which shall be subject to the reasonable consent of the RBC BlueBay Consenting Noteholders;

(C) any provision of any Transaction Document or other document that provides for the payment of the fees set forth in Section 15.01; and

(D) subject to **Error! Reference source not found.** and (B) any amendment, waiver, modification, or provision of any other Transaction Document that both adversely and disproportionately impacts an RBC BlueBay Consenting Noteholder's economic treatment as a Noteholder;

(E) Section 4.04, as set out therein; and

(F) any other right to consent to amendments, modifications or waivers explicitly set out in this Agreement for the RBC BlueBay Consenting Noteholders and the RBC BlueBay Consenting Equityholders;

(ii) each of the foregoing consent rights of the RBC BlueBay Consenting Noteholders and the RBC Consenting Equityholders under this Section 3(d):

(A) shall be "Consent Rights" (as defined in this Agreement) of the RBC BlueBay Consenting Noteholders and the RBC BlueBay Consenting Equityholders under this Agreement, and

(B) shall not be subject to, overridden by, or otherwise modified by (1) any Consent Rights of any Required Consenting Stakeholder or other Consenting Stakeholder or (2) any other provision of this Agreement; and

(iii) upon the Termination Date, the RBC BlueBay Consenting Noteholders and the RBC BlueBay Consenting Equityholders shall have any consent rights as set forth in any Transaction Document that survives termination of this Agreement.

Section 4. Commitments Regarding the Restructuring Transactions.

4.01. Commitments of the Consenting Noteholders.

(a) During the period beginning on the Agreement Effective Date and ending on a Termination Date (as defined below) (such period, the “Effective Period”), each of the Consenting Noteholders, severally and not jointly and severally, agrees to perform and comply, as applicable, with the following obligations (in each case subject to Section 3(b) hereof) consistent with this Agreement and the Term Sheet:

(i) support and take all commercially reasonable actions to consummate the Restructuring Transactions;

(ii) to the extent that a Consenting Noteholder is entitled to accept/approve or reject the Plan pursuant to its terms and provided that its vote has been properly solicited pursuant to applicable law and the Plan comports with the Consent Rights of the Consenting Noteholders, and subject to the receipt by such Consenting Noteholder of the Disclosure Statement and the Solicitation Materials:

(A) vote on account of each of its Claims against any of the Company Parties (including each of its Secured Notes Claims and any other Claims against any of the Company Parties) (such Claims, collectively, the “Claims”) to accept/approve the Plan by delivering its duly executed and completed ballot(s) accepting the Plan on a timely basis following the commencement of the solicitation and its actual receipt of the Solicitation Materials and ballot; and

(B) not change or withdraw (or cause to be changed or withdrawn) such vote; *provided* that each Consenting Noteholder may change or withdraw (or cause to be changed or withdrawn) such vote if this Agreement has been terminated in accordance with its terms with respect to such Consenting Noteholder other than on account of a breach by such Consenting Noteholder;

(iii) cooperate with the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties’ other stakeholders unless such cooperation would affect the legal or economic outcome of the Restructuring Transactions for the Consenting Noteholders as reasonably determined by the Required Consenting Noteholders;

(iv) consent to and support the use of cash collateral by the Company Parties during the pendency of the Chapter 11 Cases on the terms set forth in the Cash Collateral Orders, and not object to, delay, impede, or take any other action that is reasonably likely to interfere with the use of cash collateral by the Company Parties during the pendency of the Chapter 11 Cases on the terms set forth in the Cash Collateral Orders;

(v) negotiate in good faith and use commercially reasonable efforts to finalize, execute and deliver the Transaction Documents (including the RBC BlueBay Transaction Documentation), in each case, on the terms and subject to the conditions set forth in this Agreement;

(vi) hereby consent to, grant, and not opt out of the “Releases by Holders of Claims and Equity Interests” set forth in Section X of the Plan and not object to, impede or take any other action that is reasonably likely to interfere with the releases, exculpations, and injunctions set forth in the Plan; *provided* that the foregoing shall not in any way impact any Consenting Noteholder’s right to its pro rata share of any recovery available to Noteholders on account of any assets of the chapter 11 estates of the Company Parties (including any estate claims or causes of action that are not released pursuant to the Plan, if any);

(vii) give any notice, order, instruction, or direction to the Indenture Trustee or other applicable person necessary to give effect to the Restructuring Transactions (subject in all respects to Section 4.01(d) below);

(viii) not directly or indirectly (A) object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions or any of the Transaction Documents, or (B) direct the Indenture Trustee or any other person to take any such action;

(ix) not file or have filed on its behalf, any motion, pleading or other document (including any modification or amendments thereof) with the Bankruptcy Court or any other court that, in whole or in part, is materially inconsistent with this Agreement, the Purchase Agreement, the RBC BlueBay Sale Term Sheet, the RBC BlueBay Transaction Documentation, the Plan, or any other Transaction Document, in each case as modified by the RBC BlueBay Sale Term Sheet to the extent applicable;

(x) support the Azorra Settlement and entry of the Azorra Settlement Order;

(xi) not initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Company Parties, any of the other Released Parties, the Restructuring Transactions, or this Agreement, other than to enforce this Agreement, the Purchase Agreement, the RBC BlueBay Transaction Documentation, the Plan, the Azorra Participation Agreement Representations, or any other Transaction Document, in each case as modified by the RBC BlueBay Sale Term Sheet to the extent applicable;

(xii) not object to or initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to any of the Company Parties' compensation arrangements for any of its directors, managers, executives, officers or employees; *provided* that the foregoing only shall apply with respect to the compensation arrangements and the amount of payments due pursuant thereto that, as of the date of this Agreement, have been disclosed to both the Original Consenting Noteholders and the Additional Consenting Noteholders and shall not restrict any Consenting Noteholder from exercising any consent rights it may have under this Agreement, the Plan or any order of the Bankruptcy Court, including in connection with approval of any future cash collateral budget or winddown budget to the extent that any such budget seeks approval of any future compensation arrangements not already reflected in an approved cash collateral budget;

(xiii) not object to or initiate, or have initiated on its behalf, any litigation in connection with the retention or the fees and expenses of the advisors to the Company Parties;

(xiv) not propose, file, support, or solicit any Alternative Transaction (as defined below);

(xv) not direct any trustee, agent, or any other person to take any action inconsistent with such Consenting Noteholder's obligations under this Agreement;

(xvi) negotiate in good faith and use commercially reasonable efforts to address any legal or structural impediment that arises that would prevent, hinder or delay the consummation of the Restructuring Transactions; *provided* that the economic outcome for the Consenting Noteholders, must be substantially preserved in connection with any additional or alternative provisions or implementation mechanics to address any such impediment;

(xvii) not directly or indirectly, and not direct the Indenture Trustee to, exercise any right or remedy for the enforcement, collection, or recovery of any of the Claims, and any other claims against any direct or indirect subsidiaries of the Company Parties or the Company Managed Entities that are not debtors; and

(xviii) consent to and support and not object to, delay, impede, or take any other action that is reasonably likely to interfere with (A) any request by the Company Parties for Bankruptcy Court approval of the break up fee set forth in the RBC BlueBay Sale Term Sheet (the "RBC BlueBay Break-Up Fee") and (B) the payment by the Company Parties of the RBC BlueBay Break-Up Fee when due, in each case, in accordance with the RBC BlueBay Sale Term Sheet and any order of the Bankruptcy Court approving the RBC BlueBay Break-Up Fee.

(b) During the Effective Period, each Consenting Noteholder, in respect of each of its Claims will support, and will not directly or indirectly object to, delay, impede, or take any other action in violation of this Agreement to interfere with any motion or other pleading or document filed by a Company Party that is consistent with this Agreement.

(c) During the Effective Period, each Consenting Noteholder agrees to forbear from the exercise of its rights (including any right of set-off) or remedies it may have under the Indenture and any agreement or security contemplated thereby or executed in connection therewith, as applicable, and under applicable U.S. or non-U.S. law or otherwise, in each case, with respect to any breaches, defaults, events of defaults or potential defaults by any of the Company Parties under the Indenture. Each Consenting Noteholder specifically agrees that this Agreement constitutes a direction to the Indenture Trustee to refrain from exercising any remedy available or power conferred to the Indenture Trustee against any Company Party or any of their respective assets except as necessary to effectuate the Restructuring Transactions.

(d) Notwithstanding the foregoing, nothing contained in this Section 4 shall require any Consenting Noteholder to incur any out-of-pocket fees and expenses or third-party claims, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in out-of-pocket fees and expenses or third-party claims against any Consenting Noteholder that are not being reimbursed by the Company Parties.

(e) Nothing in this Agreement shall be construed to prohibit any Consenting Noteholder from (i) appearing as a party-in-interest in any matter to be adjudicated in the chapter 11 cases so long as such appearance and the positions advocated in connection therewith during the Effective Period are not inconsistent with this Agreement and are not for the purpose of, and could not reasonably be expected to have the effect of, hindering, delaying or preventing the consummation of the Restructuring Transactions; (ii) enforcing any right, remedy, condition, consent or approval requirement under this Agreement; or (iii) contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, the Plan, or any of the Transaction Documents.

(f) All Parties agree to use commercially reasonable efforts and to negotiate in good faith to agree to the RBC BlueBay Transaction Documentation within fourteen (14) days of execution of the RBC BlueBay Sale Term Sheet. Final forms of the BlueBay Transaction Documentation shall be filed with the Bankruptcy Court no later than 48 hours before the scheduled hearing to confirm the Plan.

4.02. Commitments of the Consenting Equityholders.

(a) During the Effective Period, each of the Consenting Equityholders, severally and not jointly and severally, agrees to perform and comply, as applicable, with the following obligations (in each case subject to Section 3(b) hereof):

(i) support and take all commercially reasonable actions to consummate the Restructuring Transactions;

(ii) to the extent that a Consenting Equityholder is entitled to accept/approve or reject the Plan pursuant to its terms and provided that its vote has been properly solicited pursuant to applicable law and subject to the receipt by such Consenting Equityholder of the Disclosure Statement and the Solicitation Materials:

(A) vote on account of each of its “Equity Interests”² in any of the Company

² As used herein, the term “Equity Interest” refers to any equity interests in the Company Parties, including (a) all common units or other instrument, evidencing any fixed or contingent ownership interest in the Company Parties, whether or not transferable, including any option, warrant, or other right, contractual or otherwise, to acquire any such

Parties (such interests, the “Equity Interests”) to accept/approve the Plan by delivering its duly executed and completed ballot(s) accepting the Plan on a timely basis following the commencement of the solicitation and its actual receipt of the Solicitation Materials and ballot; and

(B) not change or withdraw (or cause to be changed or withdrawn) such vote; *provided* that each Consenting Equityholder may change or withdraw (or cause to be changed or withdrawn) such vote if this Agreement has been terminated in accordance with its terms with respect to such Consenting Equityholder other than on account of a breach by such Consenting Equityholder;

(iii) cooperate with the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties’ other stakeholders unless such cooperation would affect the legal or economic outcome of the Restructuring Transactions for the Consenting Equityholders as reasonably determined by the Required Consenting Equityholders;

(iv) support the use of cash collateral by the Company Parties during the pendency of the Chapter 11 Cases on the terms set forth in the Cash Collateral Orders, and not object to, delay, impede, or take any other action that is reasonably likely to interfere with either the use of cash collateral by the Company Parties during the pendency of the Chapter 11 Cases on the terms set forth in the Cash Collateral Orders;

(v) negotiate in good faith and use commercially reasonable efforts to finalize, execute and deliver the Transaction Documents, in each case, on the terms and subject to the conditions set forth in this Agreement (including the Plan) and subject to Section 3 hereof;

(vi) hereby consent to, grant, and not opt-out of the “Releases by Holders of Claims and Equity Interests” set forth in Section X of the Plan and not object to, impede or take any other action that is reasonably likely to interfere with the releases, exculpations, and injunctions, in each case as set forth in the Plan;

(vii) give any notice, order, instruction, or direction to any trustee, agent, or other applicable person necessary to give effect to the Restructuring Transaction;

(viii) not directly or indirectly (A) object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions or any of the Transaction Documents, or (B) direct any trustee, agent or any other person to take any such action;

(ix) not file or have filed on its behalf, any motion, pleading or other document (including any modification or amendments thereof) with the Bankruptcy Court or any other court that, in whole or in part, is materially inconsistent with this Agreement, the Purchase Agreement, the RBC BlueBay Sale Term Sheet, the RBC BlueBay Transaction Documentation, the Plan, or any other Transaction Document, in each case as modified by the RBC BlueBay Sale Term Sheet to the extent applicable;

(x) support the Azorra Settlement and entry of the Azorra Settlement Order;

(xi) not initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Company Parties, any of the other Released Parties, the Restructuring Transactions, or this Agreement, other than to enforce this Agreement, the Purchase Agreement, the RBC BlueBay Transaction

interest in the Company Parties, (b) the Cayenne Preferred Interests, (c) the rights of any person or entity to purchase or demand the issuance of any of the foregoing, including (1) conversion, exchange, voting participation, and dividend rights, (2) liquidation preferences, (3) options, warrants, and call and put rights, and (4) share-appreciation rights, in each case, that existed immediately before the Plan Effective Date, and (d) including all other “equity interests” (as defined in section 101(16) of the Bankruptcy Code) in the Company Parties.

Documentation, the Plan, or any other Transaction Document, in each case as modified by the RBC BlueBay Sale Term Sheet to the extent applicable;

(xii) not object to or initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to any of the Company Parties' compensation arrangements for any of its directors, managers, executives, officers or employees;

(xiii) not object to or initiate, or have initiated on its behalf, any litigation in connection with the retention or the fees and expenses of the advisors to the Company Parties;

(xiv) not propose, file, support, or solicit any Alternative Transaction;

(xv) negotiate in good faith and use commercially reasonable efforts to address any legal or structural impediment that arises that would prevent, hinder or delay the consummation of the Restructuring Transactions;

(xvi) not direct any trustee or other agent to take any action inconsistent with such Consenting Equityholder's obligations under this Agreement;

(xvii) not directly or indirectly, and not direct any trustee, agent or similar person, to exercise any right or remedy for the enforcement, collection, or recovery of any of the Equity Interests, and any other claims against any direct or indirect subsidiaries of the Company Parties or the Company Managed Entities that are not debtors;

(xviii) consent to and support and not object to, delay, impede, or take any other action that is reasonably likely to interfere with (A) any request by the Company Parties for Bankruptcy Court approval of the RBC BlueBay Break-Up Fee and (B) the payment by the Company Parties of the RBC BlueBay Break-Up Fee when due, in each case, in accordance with the RBC BlueBay Sale Term Sheet and any order of the Bankruptcy Court approving the RBC BlueBay Break-Up Fee.

(b) During the Effective Period, each Consenting Equityholder, in respect of each of its Equity Interests will support, and will not directly or indirectly object to, delay, impede, or take any other action in violation of this Agreement to interfere with any motion or other pleading or document filed by a Company Party.

(c) Notwithstanding the foregoing, nothing contained in this Section shall require any Consenting Equityholder to incur any out-of-pocket fees and expenses or third-party claims, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in out-of-pocket fees and expenses or third-party claims against any Consenting Equityholder that are not being or will not be reimbursed by the Company Parties.

(d) Notwithstanding Section 5, during the Effective Period, each Consenting Equityholder agrees that it will not pledge, encumber, assign, sell, or otherwise transfer, including by the declaration of a worthless stock deduction for any tax year ending prior to the Plan Effective Date, offer, or contract to pledge, encumber, assign, sell, or otherwise transfer, in whole or in part, any portion of its right, title, or interests in any Equity Interests in the Company Parties, whether held directly or indirectly, in each case, to the extent such pledge, encumbrance, assignment, sale, or other transfer will impair any of the Company Parties' tax attributes.

(e) Nothing in this Agreement shall be construed to prohibit any Consenting Equityholder from (i) appearing as a party-in-interest in any matter to be adjudicated in the Restructuring Transactions so long as such appearance and the positions advocated in connection therewith during the Effective Period are not inconsistent with this Agreement and are not for the purpose of, and could not reasonably be expected to have the effect of, hindering, delaying or preventing the consummation of the Restructuring Transactions or

(ii) enforcing any right, remedy, condition, consent or approval requirement under this Agreement (to the extent, in each case, not inconsistent with this Agreement, the Plan, or any of the Transaction Documents), or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, the Plan, or any of the Transaction Documents.

4.03. Commitments of the Company Parties.

- (a) During the Effective Period, the Company Parties shall:
- (i) support and take all commercially reasonable efforts to consummate the Restructuring Transactions;
 - (ii) amend the Plan in accordance with the RBC BlueBay Sale Term Sheet and this Agreement;
 - (iii) cooperate with the Consenting Stakeholders in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders in a manner consistent with this Agreement;
 - (iv) use commercially reasonable efforts to complete the Restructuring Transactions within the timeframe provided herein, including the Milestones set forth in Section 4.04 hereof;
 - (v) negotiate in good faith with the Consenting Noteholders and the Consenting Equityholders, as applicable, to finalize the Transaction Documents and any related documents and, to the extent practicable, afford the respective advisors for such Parties, as applicable, a reasonable opportunity, to comment and review any Transaction Documents in advance of the filing thereof;
 - (vi) not directly or indirectly object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions;
 - (vii) comply in all material respects with the Azorra Participation Agreement Representations;
 - (viii) use commercially reasonable efforts to obtain any and all required regulatory approvals for the Restructuring Transactions, solely to the extent that failure to receive any such approvals would, in the reasonable opinion of the Company Parties, upon the advice of outside counsel, have a material adverse effect on the Company Parties' ability to implement the Restructuring Transactions in accordance with the terms of this Agreement;
 - (ix) operate its business in the ordinary course, taking into account the Chapter 11 Cases and the Restructuring Transactions;
 - (x) maintain good standing of the Company Parties under the respective laws of the state or other jurisdiction in which such Company Party is incorporated or organized, taking into account the Chapter 11 Cases and the Restructuring Transactions;
 - (xi) inform the Consenting Stakeholders as soon as reasonably practicable after becoming aware of: (A) any matter or circumstance which it knows to be an impediment to the implementation or consummation of the Restructuring Transactions; (B) any notice of any commencement of any involuntary insolvency proceedings, legal suit for payment of debt or securement of security from or by any person in respect of any Company Party; (C) a breach of this Agreement (including a breach by any Company Party); (D) any representation or statement made or deemed to be made by them under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; and (E) the occurrence of a termination event described in Section 10 of which any Company Party is reasonably aware,

provided that any information disclosed by the Company Party to any Consenting Stakeholder pursuant to this Section 4.03(a)(xi) shall be deemed to be included within the scope of any confidentiality agreement entered into between the Company Parties and such Consenting Stakeholder, provided that no such information shall be disclosed to the Additional Consenting Noteholders directly without the prior consent of Akin Gump Strauss Hauer & Feld LLP (“Akin”); and *provided further* that nothing in this Agreement will require the Company Parties to disclose any information if, in the good faith reasonable belief of the Company Parties after consultation with outside counsel, such disclosure would (x) waive any legal privilege or (y) be in violation of applicable law or the provisions of any agreement (including any confidentiality agreement) to which the Company Parties or any of its affiliates is a party;

(xii) not, directly or indirectly, amend, supplement, waive or modify, or file a pleading seeking authority to amend, supplement, waive or modify, any Transaction Document in a manner that is inconsistent with this Agreement (including, without limitation, Section 3(b) and Section 3(d) hereof);

(xiii) not, directly or indirectly, enter into, file, amend, supplement, waive or modify the Plan, Confirmation Order, Sale Order, or any other order or document governing distributions such that any Consenting Stakeholder is treated worse than any other Noteholder or Equityholder; as applicable;

(xiv) not, directly or indirectly, file or seek authority to file any pleading inconsistent with the Restructuring Transactions or the terms of this Agreement, including, without limitation any motion to reject this Agreement in the Chapter 11 Cases;

(xv) not initiate, or have initiated on their behalf, any litigation or proceeding of any kind with respect to any of the Consenting Stakeholders (including any RBC BlueBay Consenting Noteholder or RBC BlueBay Consenting Equityholder) other than to enforce this Agreement;

(xvi) use commercially reasonable efforts to timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (x) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (y) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (z) dismissing the Chapter 11 Cases;

(xvii) use commercially reasonable efforts to timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the exclusive right to file and/or solicit acceptances of a chapter 11 plan;

(xviii) use commercially reasonable efforts to oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions (including, if applicable, the filing of timely filed objections or written responses);

(xix) subject to any required approvals of the Bankruptcy Court, timely pay all fees and expenses as set forth in Section 15 of this Agreement;

(xx) use commercially reasonable efforts to obtain entry of the Azorra Settlement Order;

(xxi) use commercially reasonable efforts to obtain Bankruptcy Court approval of the RBC BlueBay Break-Up Fee;

(xxii) not file or have filed on their behalf, any motion, pleading or other document (including any modification or amendments thereof) with the Bankruptcy Court or any other court seeking to equitably subordinate the claims or designate the vote of any Consenting Stakeholder (including any RBC BlueBay

Consenting Noteholder or RBC BlueBay Consenting Equityholder) so long as such party remains a Consenting Stakeholder hereunder.

(b) Each of the Consenting Stakeholders acknowledges and agrees that the Azorra Sale Transaction may close prior, and shall not be subject, to confirmation of the Plan;

(c) Notwithstanding any other provision in this Agreement, each of the Consenting Stakeholders acknowledges and agrees that, in order to fulfill the Company Parties' fiduciary obligations under applicable law, or any of its duties or other obligations under applicable law, the Company Parties may receive proposals or offers for an alternative dissolution, winding up, liquidation, reorganization, or assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership sale of assets, financing (debt or equity), refinancing, or restructuring of the Company Parties other than the Restructuring Transactions (an "Alternative Transaction") from other persons, and may negotiate, provide due diligence, discuss, and/or analyze such Alternative Transactions and that such actions shall not, in and of themselves, constitute a breach of this Agreement or give rise to a right of termination hereunder unless and until the Company Parties (x) make a public announcement that it intends to accept an Alternative Transaction or (y) enters into a definitive agreement with respect to an Alternative Transaction.

(d) Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement, the Purchase Agreement, the RBC BlueBay Transaction Documentation, or any of the other Transaction Documents, or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, the Purchase Agreement, the RBC BlueBay Transaction Documentation, the Plan, or any of the other Transaction Documents.

4.04. Milestones. From and after the Agreement Effective Date, the Company Parties shall use commercially reasonable efforts to implement the Restructuring Transactions in accordance with the following milestones (collectively, the "Milestones"), unless extended or waived in writing by the Company Parties, the Required Consenting Noteholders, and the RBC BlueBay Consenting Noteholders:

(a) no later than one day from the date the sale and purchase agreement (as part of the RBC BlueBay Transaction Documentation) is in agreed form, the Debtors shall have filed a motion with the Bankruptcy Court requesting approval of the Break-Up Fee on an expedited basis, unless such sale and purchase agreement is agreed five days prior to a scheduled hearing to confirm the Plan and the Debtors reasonably expect that the hearing will proceed as scheduled, then the Debtors shall seek to have such relief be included in the Confirmation Order;

(b) no later than December 20, 2023, the Bankruptcy Court shall have entered the Confirmation Order and the RBC BlueBay Transaction Order; and

(c) no later than December 31, 2023, the effective date of the Plan (the "Plan Effective Date") shall have occurred.

Section 5. *Transfer of Claims and Equity Interests of Consenting Stakeholders.*

(a) During the Effective Period, no Consenting Stakeholder shall sell, use, pledge, assign, transfer, permit the participation in, or otherwise dispose of (each, a "Transfer") any ownership (including any beneficial ownership³) in the Claims/Equity Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless the intended transferee is another Consenting Stakeholder

³ As used herein, the term "beneficial ownership" means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, the Claims/Equity Interests or the right to acquire such claims or interests.

or such intended transferee executes and delivers to counsel to the Company Parties, an executed transfer agreement in the form attached hereto as **Exhibit B** (a “Transfer Agreement”) before such Transfer is effective.

(b) Subject to Section 5(a), any Transfer shall not be effective as against the Company Parties until notification of such Transfer and a copy of the executed Transfer Agreement is received by counsel to the Company Parties. Upon receipt by counsel to the Company Parties of notification of such Transfer and a copy of the executed Transfer Agreement, the transferee shall be deemed a “Permitted Transferee,” and such Transfer, a “Permitted Transfer”.

(c)

(i) Notwithstanding Section 5(a), a Qualified Marketmaker⁴ that acquires any right, title or interest in any Claims/Equity Interests subject to Section 5 of this Agreement while acting in its capacity as a Qualified Marketmaker for such Claims/Equity Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Claims/Equity Interests or be a Permitted Transferee if such Qualified Marketmaker transfers the right, title or interest in such Claims/Equity Interests within ten (10) business days of its acquisition to a transferee that (A) is a Consenting Stakeholder or Permitted Transferee at the time of such Transfer or (B) becomes a Consenting Stakeholder or a Permitted Transferee by the date of settlement of such Transfer.

(ii) Notwithstanding Section 5(a), to the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title or interest in any Claims/Equity Interests that such Consenting Stakeholder, in its capacity as a Qualified Marketmaker, acquires from a holder of Claims/Equity Interests that is not a Consenting Stakeholder without the requirement that the transferee execute and deliver to counsel to the Company Parties a Transfer Agreement in respect of such Claims/Equity Interests or be a Permitted Transferee.

(iii) Notwithstanding Section 5(c)(i) above, a Qualified Marketmaker may Transfer any right, title, or interest in any Claims/Equity Interests that it acquires from a Consenting Stakeholder to another Qualified Marketmaker (the “Transferee Qualified Marketmaker”) without the requirement that the Transferee Qualified Marketmaker execute and deliver to counsel to the Company Parties a Transfer Agreement in respect of such Claims/Equity Interests or be a Permitted Transferee, if such Transferee Qualified Marketmaker transfers the right, title or interest in such Claims/Equity Interests within ten (10) business days of its acquisition from the Qualified Marketmaker to a transferee that (A) is a Consenting Stakeholder or Permitted Transferee at the time of such Transfer or (B) becomes a Consenting Stakeholder or Permitted Transferee by the date of settlement of such Transfer.

(iv) Notwithstanding anything to the contrary in this Section 5, at the time of a Transfer of Claims/Equity Interests to the Qualified Marketmaker or Transferee Qualified Marketmaker, as applicable: (A) if such Claims/Equity Interests may be voted in favor of the Plan, the Consenting Stakeholder must first vote such Claims/Equity Interests in accordance with the requirements of this Agreement; and (B) to the extent that a Qualified Marketmaker or Transferee Qualified Marketmaker, as applicable, that is not otherwise a Consenting Stakeholder is eligible and entitled to vote the Claims/Equity Interests acquired pursuant to Section 5(c)(i) above, is not otherwise precluded from voting such Claims/Equity Interests in favor of the Plan, receives a separate ballot for such Claims/Equity Interests, and has not transferred the right to submit a ballot for such Claims/Equity

⁴ As used herein, the term “Qualified Marketmaker” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against or interests in the Company Parties (including debt securities or other debt) or enter with customers into long and short positions in claims against or interests in the Company Parties (including debt securities or other debt), in its capacity as a dealer or market maker in such claims against or interests in the Company Parties, and (b) is, in fact, regularly in the business of making a market in claims against or interests in issuers or borrowers (including debt securities or other debt).

Interests prior to the relevant Plan voting deadline established by the Bankruptcy Court, such Qualified Marketmaker or Transferee Qualified Marketmaker, as applicable, shall, before the expiration of the Plan voting deadline established by the Bankruptcy Court, vote such Claims/Equity Interests in favor of the Plan as contemplated hereunder.

(d) This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Claims/Equity Interests; *provided* that (i) any additional Claims/Equity Interests acquired by a Consenting Stakeholder during the Effective Period shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement.

(e) This Section 5 shall not impose any obligation on the Company Parties to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any Claims/Equity Interests.

(f) Nothing in this Section 5 shall supersede the restrictions in Section 4.01(e) or 4.02(d).

(g) Any Transfer made in violation of this Section 5 shall be void *ab initio*. Any Consenting Stakeholder that effectuates a Permitted Transfer to a Permitted Transferee shall have no liability under this Agreement arising from or related to the failure of the Permitted Transferee to comply with the terms of this Agreement.

(h) In addition, other than pursuant to a Permitted Transfer, any holder of Claims/Equity Interests may become a Party, and become a Consenting Stakeholder, by executing and delivering a Joinder Agreement in the form attached hereto as **Exhibit C** to counsel to the other Parties.

(i) Notwithstanding anything to the contrary in this Section 5, the restrictions on Transfers set forth in this Section 5 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 6. Representations and Warranties of Consenting Stakeholders. Each Consenting Stakeholder, severally, and not jointly and severally, represents and warrants that:

(a) it is the beneficial owner of the face amount of the Claims/Equity Interests, or is the nominee, investment manager, or advisor for beneficial holders of the Claims/Equity Interests, as reflected in such Consenting Stakeholder’s signature block to this Agreement (or below its name on the signature page of a Transfer Agreement or a Joinder Agreement for any Consenting Stakeholder that becomes a party hereto after the date hereof) (such Claims/Equity Interests, the “Owned Claims/Equity Interests”); *provided* that no Consenting Stakeholder shall be required to include in its Claims/Equity Interests identified on its signature page hereto any amount that is subject to an open trade as of the date hereof, and, notwithstanding anything herein to the contrary, such amounts shall not be subject to the terms of this Agreement unless such Claims/Equity Interests are identified on such Consenting Stakeholder’s signature page hereto or acquired by a Consenting Stakeholder after the date hereof.

(b) it has the full power and authority to act on behalf of, vote, and consent to matters concerning the Owned Claims/Equity Interests, including the power and authority to dispose of all of the aggregate principal amount of the Owned Claims/Equity Interests;

(c) the Owned Claims/Equity Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder’s ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) as of the date hereof, it has no actual knowledge of any event that, due to any fiduciary or similar duty to any other person or entity, would prevent it from taking any action required of it under this Agreement; and

(e) with respect to the Secured Notes, the Parties acknowledge that certain Secured Notes held by the Consenting Noteholders may be Repo Securities as of the date hereof and that the representations and warranties in Section 6(b) and Section 6(c) are qualified by the fact that such Secured Notes may be Repo Securities; *provided* that such Consenting Noteholder shall have such full power and authority referred to in Section 6(b), and such ownership referred to in Section 6(c) free and clear of such restrictions on the relevant consent, voting and tender dates described herein. For purposes of this Section 6, “Repo Securities” means, with respect to a Consenting Stakeholder, Claims/Equity Interests that are, on the date hereof, subject to the terms and conditions of a repurchase agreement, sell/buyback agreement or similar arrangement (each, a “Repo Agreement”) entered into between, on the one hand, such Consenting Stakeholder (or one or more funds that the Consenting Stakeholder is the discretionary investment manager, advisor or sub-advisor of) and, on the other hand, a third party. For the avoidance of doubt, it is acknowledged and agreed that Repo Securities shall constitute Claims/Equity Interests for all purposes under this Agreement.

Section 7. *Mutual Representations, Warranties, and Covenants.* Each of the Parties represents, warrants, and covenants (as to itself only) to each other Party:

7.01. Enforceability. It is validly existing and in good standing under the laws of the jurisdiction of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability.

7.02. No Consent or Approval. Except as expressly provided in this Agreement, the Plan or the Bankruptcy Code (and subject to necessary Bankruptcy Court and/or regulatory approvals associated with the Restructuring Transactions), no consent or approval is required by any other person or entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform the respective obligations under, this Agreement.

7.03. Power and Authority. Except as expressly provided in this Agreement, it has all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement. The execution and delivery of this Agreement and the performance of each Party’s obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part.

7.04. Governmental Consents. Except as expressly provided in this Agreement, the Plan, or the Bankruptcy Code, as applicable, and subject in each case to necessary Bankruptcy Court and/or regulatory approvals associated with the Restructuring Transactions, the execution, delivery, and performance by it of this Agreement does not, and shall not, require any registration or filing with consent or approval of, or notice to, or other action to, with or by, any federal, state, or other governmental authority or regulatory body.

7.05. No Conflicts. The execution, delivery, and performance of this Agreement and the consummation of the transaction contemplated hereby does not and shall not: (a) violate any provision of law, rules, or regulations applicable to it or any of its subsidiaries in any material respect; (b) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries; or (c) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contractual obligation to which it is a party, which conflict, breach, or default, would have a material adverse effect on the Restructuring Transactions; *provided, however*, that each Party understands and acknowledges that the commencement of the Chapter 11 Cases may conflict with, result in a breach of, or constitute a default under, or result in or permit the termination or acceleration of, certain material contractual debt obligations of the Company

Parties and certain of its Company Managed Entities; *provided, further*, that the foregoing acknowledgment shall not affect the conditions to the Restructuring Transactions as set forth in the Plan.

Section 8. *In-Court Pleadings.* The Company Parties shall provide the Consenting Stakeholders with draft copies of all material motions, pleadings, and documents at least two (2) business days before the date on which the Company Parties intend to file such motions, pleadings or documents to the extent practicable, and, in the event that not less than two (2) business days' notice is not reasonably practicable under the circumstances, the Company Parties shall provide such motions, pleadings and documents to the Consenting Stakeholders as soon as otherwise reasonably practicable before the date when the Company Parties intend to file any such motion, pleading, or document and, without limiting any approval rights set forth herein, consult in good faith with the Consenting Stakeholders regarding the form and substance of any of the foregoing documents in advance of the filing thereof. Nothing in this Section 8 shall affect the Company Parties' rights and obligations, or the respective rights and obligations of the Consenting Stakeholders, with respect to the Transaction Documents.

Section 9. *Acknowledgement.* Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer or acceptance with respect to any securities or solicitation of votes for the acceptance of a chapter 11 plan for purposes of section 1125 of the Bankruptcy Code, or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities laws and provisions of the Bankruptcy Code as applicable. The Company Parties will not solicit acceptances of any Plan in any manner inconsistent with the Bankruptcy Code or other applicable bankruptcy law.

Section 10. *Termination Events.*

10.01. Original Consenting Noteholder Termination Events. This Agreement may be terminated by the Required Original Consenting Noteholders, solely as to the Original Consenting Noteholders, upon written notice to the Company Parties, delivered in accordance with Section 14.10 hereof, upon the occurrence and continuation of any of the following events:

(a) the Milestones set forth in Section 4.04 (as each such Milestone may have been previously extended or waived in writing in accordance with this Agreement) have not been achieved;

(b) the occurrence of a material breach by a Company Party of any of its representations, warranties, covenants or other obligations, or any other provision of this Agreement (including, without limitation, if any representation or warranty made by such Party shall have been untrue in any material respect when made or shall have become untrue in any material respect); *provided* that the terminating Required Consenting Original Noteholders shall have transmitted written notice to the Company Parties pursuant to Section 14.10 hereof, detailing such breach (while providing copies of such notice pursuant to Section 14.10 hereof) and, if such breach is capable of being cured, such breach shall not have been cured within ten (10) business days after the transmission of such notice;

(c) (i) any Transaction Document, or any related order entered by the Bankruptcy Court, is inconsistent in any material respect with the terms and conditions set forth in this Agreement, including Section 3 hereof, or (ii) any Transaction Document is waived, amended, supplemented or otherwise modified in a manner that is inconsistent in a material manner with the terms and conditions set forth in this Agreement, including with Section 3 hereof, in each case which remains uncured for five (5) business days after the receipt by the Company Parties of written notice delivered in accordance with Section 14.10;

(d) the Confirmation Order is reversed or vacated;

(e) the RBC BlueBay Transaction Order is modified, amended or supplemented without the prior consent, not to be unreasonably withheld, of the Required Original Consenting Noteholders;

- (f) the Sale Order is reversed or vacated;
- (g) the Sale Order is modified, amended or supplemented without the prior consent, not to be unreasonably withheld, of the Required Original Consenting Noteholders (it being agreed that the filing of the schedule of Assumed Contracts (as defined in the Sale Order) is not a modification, amendment, or supplement;
- (h) except as otherwise set forth herein or in the Plan, the entry of an order by the Bankruptcy Court, without the written consent of the Required Original Consenting Noteholders (which shall not be unreasonably withheld, conditioned, or delayed), (i) converting one or more of the Chapter 11 Cases (other than a Chapter 11 Case of a Participation Debtor (as defined in the Plan)) to a case under chapter 7 of the Bankruptcy Code, (ii) dismissing one or more of the Chapter 11 Cases (other than a Chapter 11 Case of a Participation Debtor (as defined in the Plan)), unless such conversion or dismissal, as applicable, is made or sought with the prior written consent of the Required Original Consenting Noteholders, (iii) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code for any Chapter 11 Case (other than a Chapter 11 Case of a Participation Debtor (as defined in the Plan)), or (iv) rejecting this Agreement;
- (i) except as otherwise set forth herein or in the Plan, the filing of a motion or application by any Company Party seeking an order, without the written consent of the Required Original Consenting Noteholders (which shall not be unreasonably withheld, conditioned, or delayed), (i) converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (ii) dismissing one or more of the Chapter 11 Cases, unless such conversion or dismissal, as applicable, is made or sought with the prior written consent of the Required Original Consenting Noteholders, (iii) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code for any Chapter 11 Case, or (iv) rejecting this Agreement;
- (j) the issuance by any governmental authority, including any regulatory authority, the Bankruptcy Court, or another court of competent jurisdiction, of any injunction, judgment, decree, charge, ruling, or order that, in each case, would have the effect of preventing consummation of the Restructuring Transactions or a material portion thereof; *provided* that the Company Parties shall have thirty (30) calendar days after issuance of such injunction, judgment, decree, charge, ruling, or order to obtain relief that would allow consummation of the Restructuring Transactions;
- (k) the Purchase Agreement is terminated in accordance with its terms;
- (l) the Purchase Agreement or the RBC BlueBay Transaction Documentation is modified, amended or supplemented without the prior consent, not to be unreasonably withheld, of the Required Original Consenting Noteholders;
- (m) this Agreement is terminated by the Original Consenting Equityholders or the RBC BlueBay Consenting Noteholders;
- (n) this Agreement is terminated by the Company Parties as to the Original Consenting Equityholders or the RBC BlueBay Consenting Noteholders;
- (o) any Company Party notifies any Consenting Noteholder that the board of directors, board of managers, or a similar governing body of the applicable Company Party determined in accordance with Section 12 hereof that proceeding with any of the Restructuring Transactions would be inconsistent with its fiduciary or similar obligations or duties under applicable law or otherwise inconsistent with applicable law;
- (p) any Company Party (i) makes a public announcement that it intends to accept or pursue an Alternative Transaction or (ii) enters into a definitive agreement with respect to an Alternative Transaction; or

(q) the Company Parties' right to use cash collateral has been terminated by the Required Secured Noteholders (as defined in the Cash Collateral Order).

10.02. Additional Consenting Noteholder Termination Events. This Agreement may be terminated by the Required Additional Consenting Noteholders, solely as to the Additional Consenting Noteholders, upon written notice to the Company Parties, delivered in accordance with Section 14.10 hereof, upon the occurrence and continuation of any of the following events:

(a) the Milestones set forth in Section 4.04 (as each such Milestone may have been previously extended or waived in writing in accordance with this Agreement) have not been achieved;

(b) the occurrence of a material breach by a Company Party of any of its representations, warranties, covenants or other obligations, or any other provision of this Agreement (including, without limitation, if any representation or warranty made by such Party shall have been untrue in any material respect when made or shall have become untrue in any material respect); *provided* that the Required Additional Consenting Noteholders shall have transmitted written notice to the Company Parties pursuant to Section 14.10 hereof, detailing such breach (while providing copies of such notice pursuant to Section 14.10 hereof) and, if such breach is capable of being cured, such breach shall not have been cured within ten (10) business days after the transmission of such notice;

(c) (i) any Transaction Document, or any related order entered by the Bankruptcy Court, is inconsistent in any material respect with the terms and conditions set forth in this Agreement, including Section 3 hereof, or (ii) any Transaction Document is waived, amended, supplemented or otherwise modified in a manner that is inconsistent in a material manner with the terms and conditions set forth in this Agreement, including with Section 3 hereof, in each case, which remains uncured for five (5) business days after the receipt by the Company Parties of written notice delivered in accordance with Section 14.10

(d) the Confirmation Order is reversed or vacated;

(e) the RBC BlueBay Transaction Order is modified, amended or supplemented without the prior consent, not to be unreasonably withheld, of the Required Additional Consenting Noteholders;

(f) the Sale Order is reversed or vacated ;

(g) the Sale Order is modified, amended or supplemented without the prior consent, not to be unreasonably withheld, of the Required Additional Consenting Noteholders (it being agreed that the filing of the schedule of Assumed Contracts (as defined in the Sale Order) is not a modification, amendment, or supplement;

(h) except as otherwise set forth herein or in the Plan, the entry of an order by the Bankruptcy Court, without the written consent of the Required Additional Consenting Noteholders (which shall not be unreasonably withheld, conditioned, or delayed), (i) converting one or more of the Chapter 11 Cases (other than a Chapter 11 Case of a Participation Debtor (as defined in the Plan)) to a case under chapter 7 of the Bankruptcy Code, (ii) dismissing one or more of the Chapter 11 Cases (other than a Chapter 11 Case of a Participation Debtor (as defined in the Plan)), unless such conversion or dismissal, as applicable, is made or sought with the prior written consent of the Required Additional Consenting Noteholders, (iii) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code for any Chapter 11 Case (other than a Chapter 11 Case of a Participation Debtor (as defined in the Plan)), or (iv) rejecting this Agreement;

(i) except as otherwise set forth herein or in the Plan, the filing of a motion or application by any Company Party seeking an order, without the written consent of the Required Additional Consenting Noteholders (which shall not be unreasonably withheld, conditioned, or delayed), (i) converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (ii) dismissing one or more of the

Chapter 11 Cases, unless such conversion or dismissal, as applicable, is made or sought with the prior written consent of the Required Additional Consenting Noteholders, (iii) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code for any Chapter 11 Case, or (iv) rejecting this Agreement;

(j) the issuance by any governmental authority, including any regulatory authority, the Bankruptcy Court, or another court of competent jurisdiction, of any injunction, judgment, decree, charge, ruling, or order that, in each case, would have the effect of preventing consummation of the Restructuring Transactions or a material portion thereof; *provided* that the Company Parties shall have thirty (30) calendar days after issuance of such injunction, judgment, decree, charge, ruling, or order to obtain relief that would allow consummation of the Restructuring Transactions;

(k) the Purchase Agreement is terminated in accordance with its terms;

(l) the Purchase Agreement or the RBC BlueBay Transaction Documentation is modified, amended or supplemented without the prior consent, not to be unreasonably withheld, of the Required Additional Consenting Noteholders;

(m) this Agreement is terminated by the Original Consenting Noteholders, the Original Consenting Equityholders, the Additional Consenting Equityholders, or the RBC BlueBay Consenting Noteholders;

(n) this Agreement is terminated by the Company Parties as to the Original Consenting Noteholders, Original Consenting Equityholders, the Additional Consenting Equityholders, or the RBC BlueBay Consenting Noteholders;

(o) any Company Party notifies any Consenting Noteholder that the board of directors, board of managers, or a similar governing body of the applicable Company Party determined in accordance with Section 12 hereof that proceeding with any of the Restructuring Transactions would be inconsistent with its fiduciary or similar obligations or duties under applicable law or otherwise inconsistent with applicable law;

(p) any Company Party (i) makes a public announcement that it intends to accept or pursue an Alternative Transaction or (ii) enters into a definitive agreement with respect to an Alternative Transaction; or

(q) the Company Parties' right to use cash collateral has been terminated by the Required Secured Noteholders (as defined in the Cash Collateral Order).

10.03. RBC BlueBay Consenting Noteholder Termination Events. This Agreement may be terminated by the RBC BlueBay Consenting Noteholders, solely as to the RBC BlueBay Consenting Noteholders and the RBC BlueBay Consenting Equityholders, upon written notice to the Company Parties, delivered in accordance with Section 14.10 hereof, upon the occurrence and continuation of any of the following events:

(a) the Milestones set forth in Section 4.04 (as such Milestone may have been previously extended or waived in writing in accordance with this Agreement) have not been achieved;

(b) any Transaction Document, or any related order entered by the Bankruptcy Court, is inconsistent in any material respect with Section 15.02 of this Agreement;

(c) any Party hereto has filed or had filed on their behalf, any motion, pleading or other document (including any modification or amendments thereof) with the Bankruptcy Court or any other court seeking to equitably subordinate the claims or designate the vote of any RBC BlueBay Consenting Noteholder or RBC BlueBay Consenting Equityholder.

(d) any Party hereto has initiated, or had initiated on their behalf, any litigation or proceeding of

any kind with respect to any of the RBC BlueBay Consenting Noteholders or RBC BlueBay Consenting Equityholders, other than to enforce this Agreement;

(e) the occurrence of a breach by any Party of any of the rights of the RBC BlueBay Consenting Noteholders and the RBC BlueBay Consenting Equityholders set forth in Section 3(d) or Section 13 or any Party takes any action that is inconsistent with or detrimental to the RBC BlueBay Sale Term Sheet or the RBC BlueBay Transaction Documentation or the RBC BlueBay Transaction; *provided* that the RBC BlueBay Consenting Noteholders or the RBC BlueBay Consenting Equityholders, as applicable, shall have transmitted written notice to the Company Parties pursuant to Section 14.10 hereof, detailing such breach (while providing copies of such notice pursuant to Section 14.10 hereof); *provided* such Party shall have 5 business days to cure, to the extent such breach is capable of being cured;

(f) the occurrence of a material breach by a Company Party of any of its representations, warranties, covenants or other obligations, or any other provision of this Agreement (including, without limitation, if any representation or warranty made by such Party shall have been untrue in any material respect when made or shall have become untrue in any material respect); *provided* that the RBC BlueBay Consenting Noteholders shall have transmitted written notice to the Company Parties pursuant to Section 14.10 hereof, detailing such breach (while providing copies of such notice pursuant to Section 14.10 hereof) and, if such breach is capable of being cured, such breach shall not have been cured within ten (10) business days after the transmission of such notice;

(g) (i) any Transaction Document, or any related order entered by the Bankruptcy Court, is inconsistent in any material respect with Section 3(d) of this Agreement, or (ii) any Transaction Document is waived, amended, supplemented or otherwise modified in a manner that is inconsistent in a material manner with Section 3(d) hereof, in each case, which remains uncured for five (5) business days after the receipt by the Company Parties of written notice delivered in accordance with Section 14.10;

(h) the Confirmation Order is reversed or vacated;

(i) the RBC BlueBay Transaction Order is reversed or vacated;

(j) the Sale Order is reversed or vacated;

(k) except as otherwise set forth herein or in the Plan, the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order, without the written consent of the Required Consenting Noteholders (which shall not be unreasonably withheld, conditioned, or delayed), (i) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code for any Chapter 11 Case, or (ii) rejecting this Agreement;

(l) the issuance by any governmental authority, including any regulatory authority, the Bankruptcy Court, or another court of competent jurisdiction, of any injunction, judgment, decree, charge, ruling, or order that, in each case, would have the effect of preventing consummation of the Restructuring Transactions or a material portion thereof; *provided* that the Company Parties shall have thirty (30) calendar days after issuance of such injunction, judgment, decree, charge, ruling, or order to obtain relief that would allow consummation of the Restructuring Transactions;

(m) this Agreement is terminated by the Original Consenting Noteholders, the Original Consenting Equityholders, the Additional Consenting Noteholders or the Additional Consenting Equityholders; or

(n) this Agreement is terminated by the Company Parties as to the Original Consenting Noteholders, Original Consenting Equityholders, the Additional Consenting Noteholders or the Additional Consenting Equityholders;

(o) any Company Party notifies any Consenting Noteholder that the board of directors, board of managers, or a similar governing body of the applicable Company Party determined in accordance with Section 12 hereof that proceeding with any of the Restructuring Transactions would be inconsistent with its fiduciary or similar obligations or duties under applicable law or otherwise inconsistent with applicable law; or

(p) any Company Party (i) makes a public announcement that it intends to accept or pursue an Alternative Transaction or (ii) enters into a definitive agreement with respect to an Alternative Transaction.

10.04. Original Consenting Equityholder Termination Events. This Agreement may be terminated by the Required Original Consenting Equityholders, solely as to the Original Consenting Equityholders, upon written notice to the Company Parties, delivered in accordance with Section 14.10 hereof, upon the occurrence and continuation of any of the following events:

(a) (i) any Transaction Document over which such Original Consenting Equityholder has consent rights under Section 3 of this Agreement, or any related order entered by the Bankruptcy Court, is inconsistent in a material manner with the terms and conditions set forth in this Agreement, including Section 3 hereof, subject to the consent rights set forth in Section 3 hereof, or (ii) any Transaction Document is waived, amended, supplemented or otherwise modified in a manner that is inconsistent in a material manner with the terms and conditions set forth in this Agreement, including with Section 3 hereof, subject to the consent rights set forth in Section 3 hereof, in each case which remains uncured for five (5) business days after the receipt by the Company Parties of written notice delivered in accordance with Section 14.10;

(b) the occurrence of a material breach by a Company Party of any of its representations, warranties, covenants or other obligations, or any other provision of this Agreement (including, without limitation, if any representation or warranty made by such Party shall have been untrue in any material respect when made or shall have become untrue in any material respect); *provided* that the terminating Required Original Consenting Equityholders shall have transmitted written notice to the Company Parties pursuant to Section 14.10 hereof, detailing such breach (while providing copies of such notice pursuant to Section 14.10 hereof) and, if such breach is capable of being cured, such breach shall not have been cured within ten (10) business days after the transmission of such notice;

(c) the issuance by any governmental authority, including any regulatory authority, the Bankruptcy Court, or another court of competent jurisdiction, of any injunction, judgment, decree, charge, ruling, or order that, in each case, would have the effect of preventing consummation of the Restructuring Transactions; *provided* that the Company Parties shall have thirty (30) calendar days after issuance of such injunction, judgment, decree, charge, ruling, or order to obtain relief that would allow consummation of the Restructuring Transactions;

(d) this Agreement is terminated by the Original Consenting Noteholders; or

(e) the Company Parties notify any Original Consenting Equityholder that the board of directors, board of managers, or a similar governing body of the Company Parties determined in accordance with Section 12 hereof that proceeding with any of the Restructuring Transactions would be inconsistent with its fiduciary or similar obligations or duties under applicable law or otherwise inconsistent with applicable law.

10.05. Additional Consenting Equityholder Termination Events. This Agreement may be terminated by the Required Additional Consenting Equityholders, solely as to the Additional Consenting Equityholders, upon written notice to the Company Parties, delivered in accordance with Section 14.10 hereof, upon the occurrence and continuation of any of the following events:

(a) (i) any Transaction Document over which such Additional Consenting Equityholder has consent rights under Section 3 of this Agreement, or any related order entered by the Bankruptcy Court, is inconsistent in a material manner with the terms and conditions set forth in this Agreement, including Section 3 hereof, subject to the consent rights set forth in Section 3 hereof, or (ii) any Transaction Document is waived,

amended, supplemented or otherwise modified in a manner that is inconsistent in a material manner with the terms and conditions set forth in this Agreement, including with Section 3 hereof, subject to the consent rights set forth in Section 3 hereof, in each case which remains uncured for five (5) business days after the receipt by the Company Parties of written notice delivered in accordance with Section 14.10;

(b) the occurrence of a material breach by a Company Party of any of its representations, warranties, covenants or other obligations, or any other provision of this Agreement (including, without limitation, if any representation or warranty made by such Party shall have been untrue in any material respect when made or shall have become untrue in any material respect); *provided* that the terminating Required Additional Consenting Equityholders shall have transmitted written notice to the Company Parties pursuant to Section 14.10 hereof, detailing such breach (while providing copies of such notice pursuant to Section 14.10 hereof) and, if such breach is capable of being cured, such breach shall not have been cured within ten (10) business days after the transmission of such notice;

(c) the issuance by any governmental authority, including any regulatory authority, the Bankruptcy Court, or another court of competent jurisdiction, of any injunction, judgment, decree, charge, ruling, or order that, in each case, would have the effect of preventing consummation of the Restructuring Transactions; *provided* that the Company Parties shall have thirty (30) calendar days after issuance of such injunction, judgment, decree, charge, ruling, or order to obtain relief that would allow consummation of the Restructuring Transactions;

(d) this Agreement is terminated by the Additional Consenting Noteholders; or

(e) the Company Parties notify any Additional Consenting Equityholder that the board of directors, board of managers, or a similar governing body of the Company Parties determined in accordance with Section 12 hereof that proceeding with any of the Restructuring Transactions would be inconsistent with its fiduciary or similar obligations or duties under applicable law or otherwise inconsistent with applicable law.

10.06. Company Party Termination Events.

(a) This Agreement may be terminated as to all Parties by the Company Parties upon written notice to the Consenting Stakeholders, delivered in accordance with Section 14.10 hereof, upon the occurrence and continuation of any of the following events:

(i) the Consenting Stakeholders entitled to vote on the Plan will have failed to timely vote their Claims/Equity Interests in favor of the Plan or at any time change their votes to constitute rejections to the Plan, in either case in a manner inconsistent with this Agreement; *provided* that in the case of a Plan this termination event will not apply if the applicable impaired classes with respect to such Claims/Interests vote to “accept” the Plan consistent with section 1126 of the Bankruptcy Code;

(ii) the board of directors, board of managers, or a similar governing body of any of the Company Parties determines in accordance with Section 12 hereof that proceeding with any of the Restructuring Transactions would be inconsistent with its fiduciary or similar obligations or duties under applicable law or otherwise inconsistent with applicable law, including, without limitation, pursuit of an Alternative Transaction;

(iii) the Purchase Agreement is terminated in accordance with its terms;

(iv) the Confirmation Order is reversed or vacated;

(v) the Sale Order is reversed or vacated;

(vi) the RBC BlueBay Transaction Order is reversed or vacated;

(vii) the issuance by any governmental authority, including any regulatory authority, the Bankruptcy Court, or another court of competent jurisdiction, of any injunction, judgment, decree, charge, ruling, or order that, in each case, would have the effect of preventing consummation of the Restructuring Transactions and remains in effect for, and has not been reversed, stayed or vacated within, thirty (30) calendar days after such issuance; *provided* that this termination right shall not apply to or be exercised by a Company Party if it or any other Company Party sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(viii) the Milestone set forth in Section 4.04(c) (as such Milestone may have been previously extended or waived in writing in accordance with this Agreement) unless such failure is the result of any act, omission or delay on the part of the Company Parties in violation of its obligations under this Agreement.

(b) This Agreement may be terminated by the Company Parties (i) as to the Original Consenting Noteholders, upon the occurrence of a material breach by any of the Original Consenting Noteholders holding, in the aggregate among such breaching Original Consenting Noteholders, more than one-half of the aggregate principal amount of Secured Notes held by all Original Consenting Noteholders; (ii) as to the Additional Consenting Noteholders, upon the occurrence of a material breach by any of the Additional Consenting Noteholders holding, in the aggregate among such breaching Additional Consenting Noteholders, more than one-half of the aggregate principal amount of Secured Notes held by all Additional Consenting Noteholders; (iii) as to the RBC BlueBay Consenting Noteholders, upon the occurrence of a material breach by any of the RBC BlueBay Consenting Noteholders; (iv) as to the Original Consenting Equityholders, upon the occurrence of a material breach by any of the Original Consenting Equityholders holding, in the aggregate among such breaching Original Consenting Equityholders, more than one-half in amount of Cayenne Preferred Interests or VAH Interests held by all Original Consenting Equityholders; (v) as to the Additional Consenting Equityholders, upon the occurrence of a material breach by any of the Additional Consenting Equityholders holding, in the aggregate among such breaching Additional Consenting Equityholders, more than one-half in amount of Cayenne Preferred Interests or VAH Interests held by all Additional Consenting Equityholders or (vi) as to the RBC BlueBay Consenting Equityholders, upon the occurrence of a material breach by any of the RBC BlueBay Consenting Equityholders; *provided* that the Company Parties shall have transmitted written notice to the applicable Party pursuant to Section 14.10 hereof (while providing copies of such notice pursuant to Section 14.10 hereof), detailing such breach and, if such breach is capable of being cured, such breach shall not have been cured within ten (10) business days after transmission of such notice;

(c) This Agreement may be terminated by the Company Parties as to any Consenting Stakeholder upon written notice to such Consenting Stakeholder upon the breach by such Consenting Stakeholder of any material provision set forth in this Agreement or if such Consenting Stakeholder otherwise fails to support the Restructuring Transactions on the terms set forth in this Agreement; *provided* that, in each case, the Company Parties shall have transmitted written notice to such breaching Consenting Stakeholder pursuant to Section 14.10 hereof, detailing such breach (while providing copies of such notice pursuant to Section 14.10 hereof) and, if such breach is capable of being cured, such breach shall not have been cured within ten (10) business days after the transmission of such notice.

10.07. Consenting Stakeholder Termination Events. This Agreement may be terminated by a Consenting Stakeholder by the delivery to the Company Parties of a written notice in accordance with Section 14.10 hereof in the event that a Transaction Document adversely affects the economic entitlements or economic treatment of such Consenting Stakeholder compared with the treatment provided for such Consenting Stakeholder in the RBC BlueBay Sale Term Sheet, the Sale Order, or the Plan.

10.08. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among each of the Company Parties and the Required Consenting Noteholders.

10.09. Termination Upon Completion of the Restructuring Transactions. This Agreement shall terminate automatically without any further action or notice on the Plan Effective Date.

10.10. Effect of Termination. No Party may terminate this Agreement if such Party failed to perform or comply in all material respects with the terms and conditions of this Agreement, with such failure to perform or comply directly or indirectly causing, or resulting in, the occurrence of the termination event on which such termination is based. The date on which termination of this Agreement as to a Party is effective in accordance with Sections 10.01, 10.02, 10.05, 10.07, 10.08, 10.09, 10.10, 10.08 or 10.09 shall be referred to as a “Termination Date.” Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement; *provided* that, in no event shall any such termination relieve a Party for liability for its breach or non-performance of its obligations hereunder that arose prior to the date of such termination or any obligations hereunder that expressly survive termination of this Agreement under Section 11 hereof. Upon the occurrence of a Termination Date, any and all consents, votes or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to prohibit the Company Parties or any of the Consenting Stakeholders from contesting whether any termination is in accordance with the terms of this Agreement or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any of the Company Parties or the ability of the Company Parties to protect and preserve their rights (including rights under this Agreement), remedies, and interests, including their claims (if any) against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its Claims against the Company Parties or claims (if any) against any other Consenting Stakeholders. If this Agreement terminates at any time during which, absent the Company Parties’ consent, Bankruptcy Court approval would otherwise be required to change any ballots submitted or votes cast in connection with confirmation of the Plan, the Company Parties shall be deemed to consent to any Consenting Stakeholder’s modification or withdrawal of any ballots or votes previously submitted or cast by such Consenting Stakeholder and such ballots or votes may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek an order of a court of competent jurisdiction or consent from the Company Parties or any other applicable Party allowing such change or resubmission). Nothing in this Section 10.10 shall restrict the Company Parties’ right to terminate this Agreement in accordance with Section 10.06(a)(iii) hereof.

10.11. Automatic Stay. The Company Parties acknowledge that the giving of notice of default or termination by any other Party pursuant to this Agreement shall not be a violation of the automatic stay under section 362 of the Bankruptcy Code, and the Company Parties hereby waive, to the fullest extent permitted by law, the applicability of the automatic stay as it relates to any such notice being provided; *provided* that nothing herein shall prejudice any Party’s rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

Section 11. *Survival.* Notwithstanding the termination of this Agreement pursuant to Section 10, the agreements and obligations of the Parties in Sections 10.10, 14, and 15 (to the extent provided therein) and this Section 11, and any defined terms needed for the interpretation of any such Sections, shall survive such termination and shall continue in full force and effect in accordance with the terms hereof.

Section 12. *Fiduciary Duties.* Nothing in this Agreement or any Transaction Document shall require any of the Company Parties or any of the Company Parties’ directors, managers, and officers to take or refrain from taking any action, with respect to the Restructuring Transactions (including, without limitation, terminating this

Agreement under Section 10), to the extent such person or persons determines, based on the advice of counsel, that taking, or refraining from taking, such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law, the law applicable to its subsidiaries or the Company Managed Entities, or any of its subsidiaries' or Company Managed Entities' directors, managers, and officers' fiduciary duties under applicable law. The Company Parties shall give prompt written notice to counsel to the Consenting Stakeholders of any determination made in accordance with this Section 12 and, in any event, within one (1) business day of such determination being made.

Section 13. Amendments. This Agreement, including the RBC BlueBay Sale Term Sheet, may not be modified, amended, or supplemented in any manner except in writing signed by each of the Company Parties, the Required Consenting Noteholders and as may be applicable in accordance with Section 3(b) hereof, the Required Consenting Equityholders; *provided* that (a) any waiver, modification, amendment, or supplement that materially, disproportionately, and adversely affects the economic recoveries or treatment of any Consenting Noteholder compared to the economic recoveries or treatment of any other Consenting Noteholder (after taking into account each Consenting Noteholder's respective holdings of Claims and the recoveries contemplated by the Plan) shall require the prior written consent of such Consenting Noteholder, (b) any amendment or modification of this Section 13 or the definition of "Required Consenting Noteholders" shall require the consent of each Original Consenting Noteholder and Additional Consenting Noteholder, (c) any amendment to the RBC BlueBay Sale Term Sheet, this Section 13 or Section 3(d), Section 4.04, Section 10.03 or Section 15.02 hereof shall require the consent of the RBC BlueBay Consenting Noteholders, and (d) any amendment or modification of this Section 13 or the definition of "Required Consenting Equityholders" shall require the consent of each Consenting Equityholder, in each case, with such consent not to be unreasonably withheld. Any proposed modification, amendment, or supplement that is not approved by the requisite Parties as set forth above shall be ineffective and void *ab initio*.

Section 14. Miscellaneous.

14.01. Equal Treatment. In the event any Party to this Agreement agrees to provide any Noteholder or Equityholder with any recovery or benefit greater or more favorable than that provided to the Consenting Stakeholders pursuant to the RBC BlueBay Sale Term Sheet or the Plan (as modified by the RBC BlueBay Sale Term Sheet), as determined by each Consenting Stakeholder in its reasonable judgment, such recovery or benefit shall be offered to all Consenting Stakeholders and the Plan and the RBC BlueBay Sale Term Sheet (and any other applicable Transaction Document) shall be deemed modified to provide the option of such recovery or benefit; provided that payment of fees and expenses as set forth in section 15 of this Agreement shall in no event constitute such a greater recovery or benefit; and provided further that the participation of one or more Party in the RBC BlueBay Transaction Documentation shall in no event constitute such a greater recovery or benefit.

14.02. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

14.03. Complete Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto.

14.04. Headings. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

14.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS

MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. Each Party hereto agrees that any action or proceeding in respect of any claim arising out of or related to this Agreement shall be brought, heard, and determined only in the state or federal courts in the borough of Manhattan in the State of New York (the “Chosen Courts”), *provided*, that, if the Company Parties commence the Chapter 11 Cases, then the Bankruptcy Court shall be the exclusive Chosen Court. In connection with any such action or proceeding, each Party hereto: (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts; (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts; (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto; and (iv) consents to the authority of the Chosen Courts to enter final orders or judgments.

14.06. Trial by Jury Waiver. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

14.08. Interpretation and Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.09. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third-party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity except as permitted pursuant to Section 5 of this Agreement.

14.10. Notices. All notices hereunder shall be deemed given if in writing and delivered by electronic mail, courier, or registered or certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to the Company Parties, to:

Voyager Aviation Holdings, LLC
301 Tresser Boulevard, Suite 602
Stamford, Connecticut 06901
Attention: Sean Ewing
sean.ewing@vah.aero

Lisa McCarthy
lisa.mccarthy@vah.aero

Robert Del Genio

robert.delgenio@fticonsulting.com

with copies (which shall not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Samuel Khalil
skhalil@milbank.com

Lauren C. Doyle
ldoyle@milbank.com

Brian Kinney
bkinney@milbank.com

- and -

Vedder Price P.C.
1633 Broadway, 31st floor
New York, New York 10019
Attention: Cameron Gee
cgee@vedderprice.com

Michael J. Edelman
mjedelman@vedderprice.com

Justine Chilvers
jchilvers@vedderprice.com

(b) if to the Original Consenting Stakeholders, to their address set forth on the signature page to this Agreement with copies (which shall not constitute notice) to:

Clifford Chance LLP
31 West 52nd Street
New York, New York 10019
Attention: Gary Brooks
gary.brooks@cliffordchance.com

Jennifer C. DeMarco
jennifer.demarco@cliffordchance.com

Michelle M. McGreal
michelle.mcgreal@cliffordchance.com

(c) if to the Additional Consenting Stakeholders, to their address set forth on the signature page to this Agreement with copies (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Philip C. Dublin
pdublin@akingump.com

Jason P. Rubin
jrubin@akingump.com

(d) if to an RBC BlueBay Consenting Noteholder or RBC BlueBay Consenting Equityholder, to their address set forth on the signature page to this Agreement with copies (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Peter Newman
peter.newman@skadden.com

Lisa Laukitis
lisa.laukitis@skadden.com

Justin Winerman
justin.winerman@skadden.com

or such other address as may have been furnished by a Party to each of the other Parties by notice given in accordance with the requirements set forth above. Any notice given by delivery, mail (electronic or otherwise), or courier shall be effective when received.

14.11. Independent Due Diligence and Decision Making. Each Party hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties. Each Party hereby confirms that it has not relied upon the investigation of any financial advisor to the Company Parties and acknowledges and agrees that the Company Parties' financial advisor is not verifying the Company Parties' information and is not making any representation or warranty with respect to any information provided by or on behalf of the Company Parties.

14.12. Reservation of Rights; No Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy cases filed by the Company Parties or any of their subsidiaries, affiliates, or the Company Managed Entities. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence, and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms, pursue the consummation of the Restructuring Transactions, or the payment of damages to which a Party may be entitled under this Agreement. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

14.13. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

14.14. Several, Not Joint and Several, Claims. The agreements, representations, warranties, and obligations of the Consenting Stakeholders under this Agreement are, in all respects, several and not joint and several.

14.15. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.16. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

Section 15. *Payment of Fees and Expenses.*

15.01. Fees of Certain Consenting Stakeholders. The Company Parties shall pay and reimburse promptly all reasonable and documented fees and out-of-pocket expenses that are incurred in connection with preparation and negotiation of this Agreement and/or the implementation of the Restructuring Transactions contemplated by this Agreement, to the extent invoiced, of (i) Clifford Chance LLP (“Clifford Chance”) as counsel to the Original Consenting Noteholders (whether incurred prior to the Petition Date or on or after the Petition Date), (ii) Akin, as counsel to the Additional Consenting Noteholders (whether incurred prior to the Petition Date or on or after the Petition Date) and (iii) such other counsel of the Required Consenting Noteholders, as the Debtors may agree in their sole discretion. The Company Parties shall pay and reimburse such amounts whether or not the transactions contemplated herein are consummated, but so long as the failure to consummate is not the result of any act or omission of (i) with respect to the fees and expenses of Clifford Chance, the Original Consenting Noteholders or (ii) with respect to the fees and expenses of Akin, the Additional Consenting Noteholders. Any Cash Collateral Order entered after the Agreement Effective Date shall provide for the payment of the foregoing fees after compliance with the notice provisions set forth therein. To the extent that this Agreement is terminated in accordance with Section 10 hereof, the Company Parties’ reimbursement obligations under this Section 15 shall survive with respect to any and all fees and expenses earned or incurred on or before the date of termination and such termination shall not automatically terminate any applicable fee or engagement letters if any between the Company Parties and the applicable party or professional. The Parties understand and agree that the Company Parties shall not be responsible under this Agreement for any fees and expenses incurred after the termination of this Agreement.

15.02. Fees of RBC BlueBay. So long as the RBC BlueBay Consenting Noteholders and RBC BlueBay Consenting Equityholders remain Parties to this agreement on the Closing Date (as defined in the RBC BlueBay Sale Term Sheet) and the obligation to pay the Purchase Price (as defined in the RBC BlueBay Sale Term Sheet) has been satisfied, the Debtors shall pay the reasonable and documented fees of Skadden, Arps, Slate, Meagher & Flom LLP, as counsel to the RBC BlueBay Consenting Noteholders in the amount of \$2,500,000.00 on the Closing Date. So long as the RBC BlueBay Consenting Noteholders and RBC BlueBay Consenting Equityholders are parties hereto, the RBC BlueBay Consenting Noteholders and RBC BlueBay Consenting Equityholders agree not to seek payment or reimbursement of professional fees from the Debtors, Company Parties, or Company Managed Entities (whether by claim of substantial contribution, indemnification, reimbursement, contract or otherwise) except to the extent expressly provided for in the previous sentence or as set forth in the RBC BlueBay Transaction Documentation.

15.03. Fees of the Company Parties. Subject to applicable law and applicable orders of the Bankruptcy Court, the occurrence of the Restructuring Transactions will be subject to the payment of the reasonable and documented fees and disbursements of the advisors to the Company Parties (including without limitation, Milbank LLP, Vedder Price P.C., Matheson LLP, Greenhill & Co., LLC, FTI Consulting), in each case that are due and owing after receipt of applicable invoices consistent with any applicable engagement letters and any

applicable order of the Bankruptcy Court.

Section 16. *Purchaser's Break-Up Fee and Expense Reimbursement.* In accordance with the terms of the Purchase Agreement, if the Purchase Agreement is terminated under certain provisions thereunder, the Company Parties have agreed to certain Purchaser Protections for the benefit of the Purchaser. The Consenting Stakeholders acknowledge and agree to the terms of the Purchaser Protections as set forth in the Purchase Agreement.

Section 17. *Relationship Among Consenting Stakeholders.* Notwithstanding anything to the contrary herein, the duties and obligations of each of the Consenting Stakeholders under this Agreement shall be several, not joint and several. It is understood and agreed that no Consenting Stakeholder has any fiduciary duty, duty of trust or confidence in any kind or form with any other Consenting Stakeholder, the Company Parties or any other stakeholder of the Company Parties and, except as expressly provided in this Agreement, there are no commitments among or between them. In this regard, it is understood and agreed that any Consenting Stakeholder may trade in the debt of the Company Parties without the consent of the Company Parties or any other Consenting Stakeholder, subject to applicable securities laws, the terms of this Agreement, and any confidentiality agreement entered into with the Company Parties; *provided* that no Consenting Stakeholder shall have any responsibility for any such trading by any other person or entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Consenting Stakeholders shall in any way affect or negate this understanding and agreement. Nothing in this Agreement shall create any fiduciary obligations or duties on the part of any of the Consenting Stakeholders, or any members, partners, managers, managing members, equityholders, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents or other representatives of the same or their respective affiliated entities, in such person's capacity as a member, partner, manager, managing member, equity holder, officer, director, employee, advisor, principal, attorney, professional, accountant, investment banker, consultant, agent or other representative of such Party or its affiliated entities, that such entities did not have prior to the execution of this Agreement.

Section 18. *Email Consents.* Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, including a written approval by the Company Parties or the Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

Section 19. *Disclosure and Public Statements, Confidentiality.* The Parties acknowledge and agree that, on or after the Agreement Effective Date, the Company Parties may disclose the existence of this Agreement without the consent of the other Parties, and that the Company Parties may only disclose the terms of, this Agreement or any other term of the transactions contemplated herein with the consent of the other Parties (with such consent not to be unreasonably withheld); *provided* that, except as required by law, the Company Parties shall not disclose the identity of any Party or the principal amount or percentage of any Claims/Equity Interests or any other securities of the Company Parties held by any other specific individual Party, in each case, without such individual Party's prior written consent; *provided, further*, that (i) if such disclosure is required by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Party a reasonable opportunity to review and comment in advance of such disclosure and (ii) nothing in this Agreement shall prohibit the disclosure, without the consent of any Party, of the aggregate percentage or aggregate principal amount of Claims/Equity Interests held by all the Consenting Stakeholders, provided that such disclosure does not identify any such Consenting Stakeholders. Notwithstanding the foregoing, the Parties shall (a) consult in good faith with each other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement, (b) provide to the other Parties for review a copy of any such press release or public statement at least one (1) calendar day prior to the contemplated issuance date of such press release or public statement, to the extent reasonably practicable to do so, and (c) not issue any such press release or make any such public statement prior to such consultation and review. The Parties agree that the Company

Parties may file this Agreement with the Bankruptcy Court in seeking approval of this Agreement and the transactions contemplated hereunder; *provided, however*, that any public filing of this Agreement with the Bankruptcy Court or otherwise shall not include the executed signature pages to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

[Remainder of page intentionally left blank.]

Schedule 1

Company Parties

- A330 MSN 1432 Limited
- A330 MSN 1579 Limited
- Aetios Aviation Leasing 1 Limited
- Aetios Aviation Leasing 2 Limited
- Cayenne Aviation LLC
- Cayenne Aviation 1123 Limited
- Cayenne Aviation 1135 Limited
- DPM Investment LLC
- Intrepid Aviation Leasing, LLC
- N116NT Trust
- Panamera Aviation Leasing IV Limited
- Panamera Aviation Leasing VI Limited
- Panamera Aviation Leasing XI Limited
- Panamera Aviation Leasing XII Designated Activity Company
- Panamera Aviation Leasing XIII Designated Activity Company
- Voyager Aircraft Leasing, LLC
- Voyager Aviation Aircraft Leasing, LLC
- Voyager Aviation Holdings, LLC
- Voyager Aviation Management Ireland Designated Activity Company
- Voyager Finance Co.

EXHIBIT A

RBC BlueBay Sale Term Sheet

See attached.

EXHIBIT B

Form of Transfer Agreement

The undersigned (“Transferee”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the “Agreement”),¹ by and among Voyager Aviation Holdings, LLC and certain of its affiliates bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Secured Notes Claims or Claims/Equity Interests (each such transferor, a “Transferor”), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a [“Consenting Noteholder” / “Consenting Equityholder”] and a “Party” under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

[CONSENTING NOTEHOLDER / CONSENTING EQUITYHOLDER]

Name:

Title:

Address:

E-mail address(es):

Telephone:

Facsimile:

<i>Aggregate Amounts Beneficially Owned, Advised, Agented or Managed on Account of:</i>	
Secured Notes (if any)	\$_[]
VAH Interests (if any)	[]
Cayenne Preferred Interests (if any)	[]

¹ Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT C

Form of Joinder Agreement

The undersigned hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the “Agreement”),¹ by and among Voyager Aviation Holdings, LLC and certain of its subsidiaries bound thereto and the Consenting Stakeholders, and agrees to be bound as a [“Consenting Noteholder” / “Consenting Equityholder”] and a “Party” by the terms and conditions thereof binding on such [“Consenting Noteholder” / “Consenting Equityholder”] with respect to all Claims/Equity Interests held by the undersigned.

The undersigned hereby makes the representations and warranties set forth in Section 6 and Section 7 of the Agreement to each other Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement

Date Executed:

[CONSENTING NOTEHOLDER / CONSENTING EQUITYHOLDER]

Name:

Title:

Address:

E-mail address(es):

Telephone:

Facsimile:

<i>Aggregate Amounts Beneficially Owned, Advised, Agented or Managed on Account of:</i>	
Secured Notes (if any)	\$_[]
VAH Interests (if any)	[]
Cayenne Preferred Interests (if any)	[]

¹ Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.