

Fill in this information to identify the case:

Debtor Voyager Aviation Aircraft Leasing, LLC

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

Case number 23-11195

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Rolls-Royce plc</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
	Contact phone <u>3174075322</u>	Contact phone _____
Contact email <u>jsundheimer@btlaw.com</u>	Contact email _____	
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 2,863,026.69. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Outstanding fees and costs associated with contract

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/25/2023
MM / DD / YYYY

/s/James Geoffrey Tubby
Signature

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

Name James Geoffrey Tubby
First name Middle name Last name

Title Commercial Manager

Company Rolls-Royce plc
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Moor Lane, Derby, England, DE248BJ, England

Contact phone 07552269420 Email james.tubby@rolls-royce.com



KCC ePOC Electronic Claim Filing Summary

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

Debtor: 23-11195 - Voyager Aviation Aircraft Leasing, LLC		
District: Southern District of New York, New York Division		
Creditor: Rolls-Royce plc c/o Jonathan Sundheimer, Barnes and Thornburg LLP 11 S. Meridian St. Indianapolis, Indiana, 46204 United States Phone: 3174075322 Phone 2: Fax: Email: jsundheimer@btlaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Outstanding fees and costs associated with contract	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 2,863,026.69	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: James Geoffrey Tubby on 25-Oct-2023 9:44:47 a.m. Eastern Time Title: Commercial Manager Company: Rolls-Royce plc Optional Signature Address: Moor Lane Derby, England, DE248BJ England Telephone Number: 07552269420 Email: james.tubby@rolls-royce.com		

Debtor: VOYAGER AVIATION AIRCRAFT LEASING, LLC
Case No.: 23-11195
UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

NOTICE REQUEST

Please direct any and all correspondence, pleadings, notices, and orders related to this Proof of Claim filed by Rolls-Royce plc to the following:

Jonathan Sundheimer
BARNES & THORNBURG LLP
11 S. Meridian Street
Indianapolis, Indiana 46204
Telephone: (317) 231-7319
Telecopier: (317) 231-7433
jsundheimer@btlaw.com

Debtor: VOYAGER AVIATION AIRCRAFT LEASING, LLC
Case No.: 23-11195
UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

ATTACHMENT TO PROOF OF CLAIM OF ROLLS-ROYCE PLC

1. Description and Amount of the Claim

This claim (the “Proof of Claim”) of Rolls-Royce plc (“Rolls-Royce”) for \$2,863,026.69 (the “Claim”) arises out of unpaid and outstanding amounts owed by Voyager Aviation Aircraft Leasing, LLC (the “Debtor”) in connection with a contract between Rolls-Royce and the Debtor.

On July 27, 2023 (the “Petition Date”), the Debtor filed a voluntary petition [ECF No. 1] for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), thereby commencing Case No. 23-11195 (the “Case”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Case is being jointly administered under Case No. 23-11177 pending in the Bankruptcy Court.

Prior to the Petition Date, the Debtor and Rolls-Royce entered into that certain Supplementary Financial Assistance Agreement, DEG6911, dated August 30, 2011 (as amended, modified, supplemented or otherwise revised, the “Contract”),¹ whereby Rolls-Royce agreed to provide certain products and services to the Debtor related to Trent 772 engines and the Debtor agreed to pay Rolls-Royce for such products and services. Under the Contract, the Debtor is liable to Rolls-Royce for a cancellation fee equivalent to no less than \$2,863,026.69, which relates to the Debtor’s failure to obtain and utilize a minimum number of aircraft (i.e., 17) under the Contract and includes outstanding interest through the Petition Date. Interest will continue to accrue after the Petition Date pursuant to the Contract.

As of the Petition Date, the Debtor was liable to Rolls-Royce for no less than the Claim. The Claim remains due and owing from the Debtor to Rolls-Royce.

2. Reservations of Rights and Defenses

Rolls-Royce reserves the right to further supplement or amend this Proof of Claim, including for the purpose of including specific or additional sums and to state a total amount that is or would be owed by the Debtor to Rolls-Royce as of the effective date of any plan of reorganization or liquidation in this jointly-administered case, the date of any distribution or payment with respect to this claim, the actual damages incurred by Rolls-Royce, or any other appropriate date(s).

¹ A copy of the Contract is not attached hereto as it contains sensitive and proprietary information. If and when a party seeks further detail regarding Rolls-Royce’s claim, Rolls-Royce may be willing to release such information to evidence its claim following some further action (e.g., the execution of a confidentiality agreement or a filing under seal), in Rolls-Royce’s discretion, to insure the confidentiality of the information being revealed.

Rolls-Royce respectfully does not necessarily consent to, and reserves the right to object to, the exercise of jurisdiction by the Bankruptcy Court over any and all aspects of, and/or any proceedings relating to any subject of, this Proof of Claim. Also, without limiting the generality of the foregoing, Rolls-Royce respectfully retains and reserves any and all rights it otherwise may have to: (a) object and not submit to the jurisdiction of the Bankruptcy Court for any particular purpose, matter, or proceeding; (b) seek entry of final orders in non-core matters only after a de novo review by a District Judge; (c) trial by jury on any issue so triable in any contested matter or adversary proceeding arising in or related to the Debtor's jointly-administered bankruptcy case; or (d) request that the District Court withdraw the reference in any matter or proceeding subject to mandatory or discretionary withdrawal. Further, Rolls-Royce retains and reserves any rights, claims, actions, setoffs, or recoupments to which it is or may be entitled, in law or in equity, with respect to the Debtor or its assets in the jointly-administered bankruptcy case, including, but not limited to, any and all reclamation rights, rejection damages claims, and claims accruing on and after the Petition Date, and retains and reserves any and all rights, claims, actions, and remedies it has or may have with respect to all persons or entities other than the Debtor.

The claim stated on the face of this Proof of Claim is intended to be a present, good faith (non-binding) estimate of the amount of that claim, which ultimately may or will require revision to a higher or lower actual figure, as justice requires. Rolls-Royce further reserves the right to amend, supplement, and/or modify this Proof of Claim (and the documents that accompany or support same) from time to time as may be necessary or appropriate to conform to, or to adapt to changes in, facts or law, determinations yet to be made in this jointly-administered bankruptcy case or in other proceedings, or otherwise to further the purposes of filing this Proof of Claim.