

**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. <sup>1</sup>		)	(Jointly Administered)

**ORDER APPROVING STIPULATION AND SUPPORT  
 AGREEMENT BETWEEN THE DEBTORS AND IPUT PLC**

Upon the motion [Docket No. 387] (the “Motion”)<sup>2</sup> of the debtors and debtors in possession in the above-captioned cases (the “Debtors”) for entry of an order authorizing them to enter into the Settlement Agreement attached to the Motion as **Exhibit B**; (a) the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; (d) due and proper notice of the Motion was sufficient under the circumstances; and (e) the Debtors having filed a *Certificate of No Objection* [Docket No. 440] with respect to the Motion; and the Court having determined that the legal and factual bases set forth in the Motion

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not defined in this Order have the meanings given to such terms in the Motion or in the First Day Declaration, as applicable.



establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein.
2. Landlord shall have an allowed general unsecured claim against VAMI in the amount of \$16,775.94 on account of prepetition rent (the "Past Due Rent"), plus a rejection damages claim arising from the rejection of the Lease (together with the Past Due Rent and any other unpaid charges, the "Allowed Claim").
3. The Allowed Claim shall be treated as a Convenience/Go-Forward Trade Claim against VAMI under the Plan, or shall otherwise receive treatment similar to convenience and go-forward trade claims under another plan, *provided* that its recovery under the Plan shall be limited to amounts payable thereunder solely on account of the Past Due Rent portion of the Landlord Claim.
4. Following the effective date of the Plan, Landlord may apply up to \$10,065.56 of the security deposit currently being held by Landlord in connection with the Lease to satisfy any other past due amounts owed by VAMI. The balance of any security deposit shall be returned to VAMI on or as soon as reasonably practicable following the rejection date.
5. The Allowed Claim shall be automatically allowed upon entry of this Order, and no further action shall be required of Landlord or the Debtors to effectuate its allowance. The Allowed Claim shall not be subject to any setoff, reduction, defense, recoupment, or withholding (except as may be required by law).

6. The Allowed Claim shall be the only prepetition claim of Landlord allowed in these Chapter 11 Cases, and Landlord shall not file any proofs of claim in these cases or otherwise assert any claims other than the Allowed Claim.

7. Landlord, and any purchaser or transferee of the Landlord Claim, shall support the Debtors' restructuring and, subject to being solicited pursuant to an approved disclosure statement, vote for and support (and not object to or oppose) any plan of reorganization, including the Plan.

8. Landlord shall use commercially reasonable efforts to reach a mutually agreeable go-forward lease for the Premises with Purchaser.

9. The Debtors are authorized to take, or refrain from taking, any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

10. While these cases are pending, this Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of this Order, and the Settlement Agreement.

11. Nothing in this Order or the Settlement Agreement shall amend the jurisdiction or governing law clause in the Lease.

New York, New York  
Dated: November 6, 2023

/S/ John P. Mastando III  
HONORABLE JOHN P. MASTANDO III  
UNITED STATES BANKRUPTCY JUDGE