

Fill in this information to identify the case:	
Debtor 1	<u>Voyager Aviation Holdings, LLC</u>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court	<u>Southern District of New York</u>
Case number:	<u>23-11177</u>

FILED
 U.S. Bankruptcy Court
 Southern District of New York
 9/22/2023
 Vito Genna, Clerk

**Official Form 410
 Proof of Claim**

04/22

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

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

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

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

Part 1: Identify the Claim																			
1. Who is the current creditor?	<p><u>Marlin Leasing Corporation</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>																		
2. Has this claim been acquired from someone else?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>																		
3. Where should notices and payments to the creditor be sent?	<table border="0"> <tr> <th>Where should notices to the creditor be sent?</th> <th>Where should payments to the creditor be sent? (if different)</th> </tr> <tr> <td><u>Marlin Leasing Corporation</u></td> <td>_____</td> </tr> <tr> <td>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</td> <td>Name</td> </tr> <tr> <td>Name</td> <td>Name</td> </tr> <tr> <td><u>300 Fellowship Road</u></td> <td><u>300 Fellowship Road</u></td> </tr> <tr> <td><u>Mount Laurel, NJ 08054</u></td> <td><u>Mount Laurel, NJ 08054</u></td> </tr> <tr> <td>Contact phone <u>856-505-4291</u></td> <td>Contact phone _____</td> </tr> <tr> <td>Contact email <u>ntigreros@peacsolutions.com</u></td> <td>Contact email _____</td> </tr> <tr> <td colspan="2">Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</td> </tr> </table>	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	<u>Marlin Leasing Corporation</u>	_____	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	Name	Name	<u>300 Fellowship Road</u>	<u>300 Fellowship Road</u>	<u>Mount Laurel, NJ 08054</u>	<u>Mount Laurel, NJ 08054</u>	Contact phone <u>856-505-4291</u>	Contact phone _____	Contact email <u>ntigreros@peacsolutions.com</u>	Contact email _____	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
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4. Does this claim amend one already filed?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____</p> <p style="text-align: right;">MM / DD / YYYY</p>																		
5. Do you know if anyone else has filed a proof of claim for this claim?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>																		



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

<p>6. Do you have any number you use to identify the debtor?</p>	<p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>3610</u></p>
<p>7. How much is the claim?</p>	<p>\$ <u>11182.05</u></p> <p>Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p>8. What is the basis of the claim?</p>	<p>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 healthcare information.</p> <p><u>Equipment Lease Agreement</u></p>
<p>9. Is all or part of the claim secured?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>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.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____ %</p> <p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p>
<p>10. Is this claim based on a lease?</p>	<p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>11182.05</u></p>
<p>11. Is this claim subject to a right of setoff?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> 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.		

Part 3: Sign Below

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

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

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

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 9/22/2023
MM / DD / YYYY

/s/ Nestor Tigreros

Signature

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

Name Nestor Tigreros

First name Middle name Last name

Title Paralegal

Company Marlin Leasing Corporation

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 300 Fellowship Road

Number Street

Mount Laurel, NJ 08054

City State ZIP Code

Contact phone 856-505-4291 Email ntigreros@peacsolutions.com

EXHIBIT "A" To Proof of Claim
Account # 401-1783610-002
Voyager Avational Holdings, LLC
Case # 23-11177

<i>21 monthly payments of \$420.00 each</i>	\$ 8,820.00
<i>Residual</i>	\$ 1,801.98
	\$ -
<i>Sales Tax</i>	\$ 560.07
<i>Unpaid Insurance Fees</i>	\$ -
	\$ -
<i>TOTAL CLAIM AMOUNT</i>	<u>\$ 11,182.05</u>



Equipment Lease Agreement
 ("We" or "Us").
 Marlin Leasing Corporation | 300 Fellowship Road, Mt. Laurel, NJ 08064 | T: 800-479-9111 | F: 800-479-1100
 marlin@capital-solutions.com

DESCRIPTION OF LEASED EQUIPMENT (PRODUCTS) (Model, quantity, make, model, serial number, part numbers, accessories, Attachments (if necessary)) MUST BE COMPLETED
 Copier Ricoh IMC 4500 SN 3122R111665 Appl:

CUSTOMER (YOU)

Company Name (Exact business name): Voyager Aviation Holdings *** Address: 301 Trencher Blvd, Stamford, CT, 06901
 Phone: 2039054224 Email: andrew.lishnoff@vaynoro.com Federal Tax ID# Business Type: Aircraft Liability State of Inc/Org: CT
 Product Location: 301 Trencher Blvd Stamford CT 06901 Vendor: Eagle Business Machines Inc (A Address: 41 Executive Blvd, Elmsford NY 10523 Vendor Phone #: Email - Andrew.Lishnoff@VAYNORO.COM

Term (Mos.)	Total No. of Payments	Amount of Each Payment	Advance Rentals	Security Deposit	Payment Frequency	Purchase Option
36	36	420.00 <small>(plus applicable taxes)</small>	\$0.00 <small>First 0 and Last 0 mos.</small>	\$0.00	Monthly	ORV

TERMS OF AGREEMENT BELOW TO REVIEW THE US FEDERAL LAW DISCLOSURE PLEASE VISIT WWW.MARLINCAPITALSOLUTIONS.COM/USFLA

1. You want to acquire the Products from the above vendor. You want Marlin to buy them and lease them to you. This Agreement will begin when the Products are delivered to you and will continue for the entire Agreement Term plus any interim period. You will unconditionally pay us all amounts due, without any right to set off. If we do not receive your Payment by its due date, there will be a late fee equal to 15% of the late amount (or, if less, the maximum amount allowable under law) which you agree is a reasonable estimate of the costs we incur with respect to late Payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you (i) a partial Payment (minimum rent) for the time between delivery and the due date for the first regular Payment and (ii) a one-time documentation fee up to \$550. You agree that we may adjust the Payment amount if the final Products cost varies by up to 15% from the amount the Payment was based upon. This Agreement is not binding on us until we sign it. You agree a scanned, facsimile, or electronic copy of this Agreement and of your signature will be considered as good as an original and admissible in court as conclusive evidence of this Agreement. Our copy of this Agreement will be deemed a final paper and evidence of your monetary obligation to us.

2. (a) You may purchase all of the Products for the above Purchase Option amount. Unless your Purchase Option is \$1,000, you will give us written notice between 60 and 90 days before the expiration of the Initial Agreement Term (or any renewal term) of your intention to return or purchase the Products. After you have (i) paid all amounts owing under the Agreement and (ii) given us the proper and timely notice, then at the end of the Agreement Term, you shall return the Products pursuant to the instructions we provide to you. You agree to reimburse us for our costs to refurbish returned Products for damage beyond normal wear and tear. You are solely responsible for removing all data/images stored on the Products prior to the Products return. If you fail to notify us as provided herein, this Agreement will extend on a month to month basis, until you have given at least 60 days written notice of your intention to return or purchase the Products. (b) You have paid us one or more advance payments and/or a security deposit in the amount(s) indicated above. If the Agreement does not commence for reasons other than our own negligence, we may retain such monies to compensate us for our credit and other administrative costs. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and if we do so, you agree to restore it to its original amount. You may request the return of the security deposit only after all of your obligations under this Agreement have been met in full.

3. You alone selected the vendor and the Products. You asked us to buy the Products. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Agreement. Therefore, the Agreement cannot be canceled by you for any reason, even if the Products fall or are damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for installation and all service. The vendor may have given you warranties. You may contact the vendor to get a statement of any warranties. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the Products performance directly with the vendor. You promise that the Products will be used only for business and not for personal, family or household purposes. You will keep and use the Products only at the above address, not move or return them prior to the end of the Agreement Term, and will not allow the Products to be used outside of the United States. Your Payment may include amounts you owe to the vendor under a separate maintenance, service and/or supply arrangement. We may invoice such amounts on the vendor's behalf for your convenience. You agree that any claims related to maintenance, service or supplies will not impact your obligation to pay us the full amount due under this Agreement. You agree that as to any software, we have not had, do not have, nor will have any title to such software but will have all rights of a secured party under the UCC and a continuing security interest in the license.

4. You will be in default under this Agreement if any of the following occur: (a) you fail to make any Payment or fail to pay any other amount due under this Agreement by its due date; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; or (c) you become deceased (if the Customer entirely under this Agreement is one or more natural persons), go out of business, admit your inability to pay your debts as they fall due, become insolvent, make an assignment for the benefit of your creditors, file or have filed against you a petition in bankruptcy, a trustee or receiver of your business assets is appointed, or you sell all or substantially all of such assets; (d) you allow a controlling interest in the Customer (you) to be sold, transferred, or assigned to any person(s) or entity(ies) other than those who hold a controlling interest as of the date hereof whether by merger, sale or otherwise; (e) you enter into any merger or reorganization in which the Customer is not the surviving entity; or (f) you allow a Blocked Person to have ownership interest in or control of Customer. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals Issued by the Office of Foreign Assets

Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Marlin, to be a person with whom Marlin is not permitted to extend credit (or with regard to whom, a Customer relationship may result in penalties against Marlin or limitations on a lender's ability to enforce a transaction).

5. In the event you default under this Agreement, as defined above, we will have the right to take ANY OR ALL of the following actions, in addition to any and all other remedies that may be available to us under law: (i) you authorize us to debit, via the ACH system, any Payment(s) due or amounts owed to us (including the Lender's Loss) from any bank account(s) we have on file for you or that you may provide us with from time to time (and in our doing so, you agree to be bound by NACHA Operating Rules); (ii) repossess or disable the Products; and/or (iii) file a lawsuit against you to collect the Lender's Loss. The "Lender's Loss" means the sum of (1) all past due rent then due, plus (2) all rent that will become due in the future during the unexpired term discounted from the dates the respective Payments would be due at a discounted rate of 3% per annum, plus (3) the "residual value" of the Products as determined by us in our sole but reasonable judgment, plus (4) all other fees, charges, taxes or amounts that are then due. You agree to pay all of our reasonable legal costs, including but not limited to reasonable attorney's fees, and reasonable overhead for employee time spent on preparing for suit or attempting to collect Payments. You agree to pay (i) a convenience fee for any Payment you elect to make by telephone and (ii) a charge of \$30 for any Payment made by ACH or check is dishonored or returned. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania (where we have an office and accepted this Agreement). You agree that any suit relating to this Agreement shall be brought in a state or federal court in Pennsylvania. You irrevocably consent and submit to the jurisdiction of such courts, and you waive any claim that any such court is an inconvenient or improper forum. Each party waives any right to a jury trial. We will have title to the Product all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the Products and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case this is later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.

6. You must pay us for all sales, use, property and other taxes relating to the Agreement and the Products. We may adjust this Agreement and the Payment to finance for you any taxes and fees due at Agreement inception. We may bill you based on our estimate of the taxes and fees. We may charge you an exact property tax administration fee up to \$25. Unless we have given you a written option to buy the Products at the end of the Agreement Term for \$1,000, we will be entitled to all tax benefits. If you do anything to disallow or nullify these benefits, you will promptly indemnify (pay) us an equivalent amount. If we gave you a \$1,000 purchase option, we may require you to file all personal property tax returns. You accept all risks of loss, injury or damage caused by the Products and shall indemnify us for all suits and other liabilities arising from the same. This indemnity will continue even after the Agreement has ended. You must maintain acceptable liability insurance naming us as "additional insured". You must keep the Products insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the required insurance within 30 days after the Agreement commences, then depending on the original Products cost we may, but are not obligated to, obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us). You can cancel the insurance coverage fee at any time by delivering the required proof of insurance.

7. You may not sell, transfer, assign or sublease the Products or Agreement to anyone else without our prior written approval. You agree to keep the Products free and clear of all liens and claims. We may sell or transfer our interests to another entity, who will then have all of our rights but none of our obligations. These obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. All prior conversations, agreements and representations relating to this Agreement or Products are integrated hereinto. None of the terms of this Agreement shall be changed or modified except in writing duly executed by you and us. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred. Time is of the essence with respect to the obligations of Customer under this Agreement. Any provision of this Agreement that is unenforceable in any jurisdiction shall, in that jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable that provision in any other jurisdiction.

ACCEPTANCE OF AGREEMENT THIS IS A BINDING CONTRACT. IF CANCELED OR CANCELLED/READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS.

Signature of Customer: *Deneen Smith* Print Name of Signer: Deneen Smith Digitally signed by Deneen Smith Date: 2022.06.01 09:43:48 -04'00'

Accepted and Signed by Marlin: *Andrew Lishnoff* Print Name of Signer: Andrew Lishnoff Date: 2022.06.01 09:43:48 -04'00'

ACCEPTANCE OF DELIVERY: ONLY THOSE AUTHORIZED TO SIGN ON BEHALF OF THE CUSTOMER SHOULD SIGN THIS ACCEPTANCE OF DELIVERY.

CERTIFY THAT THE PRODUCTS ARE DELIVERED, INSTALLED AND WORKING PROPERLY. AUTHORIZE MARLIN TO PAY THE VENDOR AND COMMENCE THIS AGREEMENT.

Authorized Signer: *Andrew Lishnoff* Name and Title (Please Print): Andrew Lishnoff Date: 5/31/22