Fill in this information to identify the case:

Debtor ___Voyager Aviation Holdings, LLC___

United States Bankruptcy Court for the: ___Southern___   District of ___New York___
(State)

Case number ___23-11177___

Official Form 410

Proof of Claim

04/22

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

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

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

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

Part 1:	Identify the Claim

1. Who is the current creditor?

___Bloomberg, LP___
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☑ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

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

Where should notices to the creditor be sent?

Bloomberg, LP
731 Lexington Avenue
New York, New York 10022, USA

Contact phone _____
Contact email ___cashteam1@bloomberg.com___

Where should payments to the creditor be sent? (if different)

Contact phone _____
Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

__ __

4. Does this claim amend one already filed?

☐ No

☑ Yes.   Claim number on court claims registry (if known) _____   Filed on ___8/28/2024___
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No

☐ Yes. Who made the earlier filing? _____

2311177241029000000000001

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: __4341__ ___ ___

7. How much is the claim?

$ __1346.66__ . **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.

__Services Sold__

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: _____

Official Form 410   **Proof of Claim**

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**
	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
	☐ 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).	$_____
	☐ 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).	$_____
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
	☐ 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   <u>10/29/2024</u>
                  MM / DD / YYYY

<u>/s/George Lesnett</u>
     Signature

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

Name	<u>George Lesnett</u>		
	First name	Middle name	Last name

Title   <u>Accounts Receivable</u>

Company   <u>Bloomberg, LP</u>
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____   Email _____

Official Form 410   **Proof of Claim**

Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor:
    23-11177 - Voyager Aviation Holdings, LLC
District:
    Southern District of New York, New York Division	

Creditor:
    Bloomberg, LP
 	
    731 Lexington Avenue
 	
    New York, New York, 10022
    USA
Phone:
 	
Phone 2:
 	
Fax:
 	
Email:
    cashteam1@bloomberg.com
	Has Supporting Documentation:
	    Yes, supporting documentation successfully uploaded
	Related Document Statement:
	
	Has Related Claim:
	    No
	Related Claim Filed By:
	
	Filing Party:

Other Names Used with Debtor:	**Amends Claim:**
	    Yes, 8/28/2024
	Acquired Claim:
	    No

Basis of Claim:
    Services Sold
	Last 4 Digits: **Uniform Claim Identifier:**
	    Yes - 4341

Total Amount of Claim:
    1346.66
	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:
    George Lesnett on 29-Oct-2024 5:28:20 p.m. Eastern Time
Title:
    Accounts Receivable
Company:
    Bloomberg, LP	

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?

Bloomberg LP
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

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

Where should notices to the creditor be sent?

Bloomberg LP
731 Lexington Avenue
New York, New York 10022

Contact phone _____
Contact email cashteam1@bloomberg.net

Where should payments to the creditor be sent? (if different)

Contact phone _____
Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. Does this claim amend one already filed?

☐ No

☑ Yes. Claim number on court claims registry (if known) _____

Filed on 10/11/2024
         MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No

☐ Yes. Who made the earlier filing? _____

2311177241028000000000001

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: 4341 ___ ___
7.	How much is the claim?	$ 1346.66 . 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. Services Sold
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: _____

2311177241028000000000001

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
	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
	☐ 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).	$_____
	☐ 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).	$_____
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
	☐ 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   10/28/2024
                     MM / DD / YYYY

/s/George Lesnett
Signature

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

Name	George Lesnett		
	First name	Middle name	Last name

Title   Accounts Receivable

Company   Bloomberg, LP
             Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____   Email _____

23111772410280000000000001

Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor: 23-11177 - Voyager Aviation Holdings, LLC **District:** Southern District of New York, New York Division	
Creditor: Bloomberg LP 731 Lexington Avenue New York, New York, 10022 **Phone:** **Phone 2:** **Fax:** **Email:** cashteam1@bloomberg.net	**Has Supporting Documentation:** No supporting documentation **Related Document Statement:** **Has Related Claim:** No **Related Claim Filed By:** **Filing Party:**
Other Names Used with Debtor:	**Amends Claim:** Yes, 10/11/2024 **Acquired Claim:** No
Basis of Claim: Services Sold	**Last 4 Digits:** Yes - 4341	**Uniform Claim Identifier:**
Total Amount of Claim: 1346.66	**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: George Lesnett on 28-Oct-2024 3:38:15 p.m. Eastern Time **Title:** Accounts Receivable **Company:** Bloomberg, LP	

VN: C2CEC678EE04AE443146A7EB4E406711

BLOOMBERG AGREEMENT

SERVICE PROVIDER ("SP"): BLOOMBERG FINANCE L.P.
SERVICE RECIPIENT ("SR"): INTREPID AVIATION MANAGEMENT LLC _____ **ACCOUNT:** ___30156114___ **AGREEMENT:** ___2911620___
(Company Name)

SP agrees to provide to SR the equipment and services described in paragraph 1 hereof, and SR subscribes to such services in accordance with this Agreement.

1. **Services.**

   The services provided hereunder (the "Services") shall consist of a nonexclusive and nontransferable right to use the BLOOMBERG PROFESSIONAL service information, data, software and equipment (the "Equipment") described in the Bloomberg Schedule(s) of Services annexed hereto, as the same may be amended from time to time (each a "Schedule" and collectively, the "Schedules"), in accordance with this Agreement.

2. **Term.**

   (a) This Agreement shall be effective from the date it is accepted by SP until the date that is two years after the Services are first provided (the "Term"), unless earlier terminated during the Term or any renewal thereof, as follows: (i) SR shall have the right to terminate this Agreement at any time upon not less than 60 days' prior written notice to SP and upon payment of the charges set forth in paragraph 3 hereof; and (ii) SP shall have the right to terminate this Agreement at any time immediately upon written notice to SR if SR breaches any of the provisions of this Agreement.

   (b) The Term shall be automatically renewed for successive two-year periods unless SR or SP elects not to renew by giving not less than 60 days' prior written notice to the other. If this Agreement is so renewed for any additional period beyond the initial Term, the charges payable pursuant to paragraph 3(a) hereof for such renewal period shall be calculated at the prevailing rates then offered by SP, and the Schedule shall be considered to be amended accordingly.

3. **Charges.**

   (a) SR agrees to pay SP the fees and charges set forth on each Schedule, together with (i) any applicable taxes for the Services, (ii) any levies or fees imposed or charged by exchanges or other information services or sources displayed through the Services at SR's request and (iii) any charge for installation, relocation, removal or any other changes to the Equipment, all of which shall be payable upon presentation of an invoice therefor.

   (b) If SR uses Electronic Trading (as defined below), SR shall also pay all applicable access and transactional fees set forth on Menu ETOR (as defined below) or of which SR has been given prior written or electronic notice, in each case related to the Electronic Trading of SR and/or of a Customer (as defined below) of SR, and any sales tax, VAT, GST or similar taxes imposed on the access and transactional fees.

   (c) SR shall pay for all costs of cabling, communications (including, without limitation, network access), electrical and common carrier equipment installation charges incurred in connection with the Services. SR shall obtain all necessary authorizations from exchanges and other information vendors and shall pay for each third-party information service accessed for display through the service. The total monthly charge does not include monthly fees for exchange and third-party information services. If SR selects any of these services, SP shall submit the appropriate applications for such services, a price list, and bill accordingly. SR shall pay any taxes, assessments, fees or penalties in respect of the Services and/or the Equipment which may be SR's legal responsibility to pay. In addition, SR shall reimburse SP for all property taxes and/or assessments with regard to the value of SP's Equipment in service at SR's premises.

   (d) If SR terminates this Agreement pursuant to paragraph 2(a)(i) hereof or SP terminates this Agreement pursuant to paragraph 2(a)(ii) hereof, SR shall be liable for all amounts payable pursuant to paragraphs 3(a), 3(b) and 3(c) hereof through the date of termination plus a termination charge in an amount equal to 50% of the charges calculated in accordance with each Schedule for the balance of the Term.

4. **Distribution of SR Data.**

   SR shall not distribute data to other users of the Services by means of the Services or reference SP or any of SP's affiliates in any print, electronic or other medium without SP's prior written consent. Notwithstanding the above, if SR contributes or provides prices or ratings to SP or its Affiliated Companies (as defined in paragraph 5(e) below) or on any product or service provided by SP and/or its Affiliated Companies, SR hereby grants to SP and its Affiliated Companies, and SP hereby accepts, a nonexclusive, worldwide license for SP and its Affiliated Companies to use such prices or ratings in SP's or its Affiliated Companies' generic, "fair value," composite or theoretical prices or ratings, or other similar pricing or rating models, and in the development and distribution of SP's or its Affiliated Companies' descriptive database. This paragraph is not intended to prohibit SR's use of the message system included in the Services.

5. **Electronic Trading.**

   (a) The Services shall include "Electronic Trading", which includes (a) all electronic trading systems, products or services,

Account: ___30156114___ Agreement: ___2911620___ Order: ___22105713___ DT: 1000 CI: BFLP Pg 1 of 6 AgComboGlob 02/11/11

order-routing systems, products or services and other transactional systems, products or services accessible via the BLOOMBERG PROFESSIONAL service and (b) the services listed on the Electronic Trading and Order Routing Menu Page, as it may be updated by SP from time to time ("Menu ETOR") to add or delete additional services. In addition, any additional services shall be deemed part of Menu ETOR from SR's first use of any such additional service. Menu ETOR is accessible via the BLOOMBERG PROFESSIONAL service function ETOR <GO> (or its replacement function) and is incorporated herein by reference. If there is any conflict or inconsistency between this Agreement and any other agreement between SP and SR and/or any of SP's Affiliated Companies (as defined in paragraph 5(e) below) with respect to Electronic Trading, then such other agreement shall prevail, but only to the extent of the conflict or inconsistency.

(b) SR shall not enable or cause to be enabled any Customer for Electronic Trading until such Customer has entered into an agreement with SP or an Affiliated Company (as defined in paragraph 5(e) below) as specified by SP from time to time containing provisions similar to those contained in this Agreement with respect to Electronic Trading. SR shall comply with all applicable laws, regulations and rules in its use of Electronic Trading and SR shall settle or cause to be settled all trades entered via the BLOOMBERG PROFESSIONAL service or any computer link (collectively with the BLOOMBERG PROFESSIONAL service, an "Electronic Link") licensed to SR or Customer, regardless of whether SR or Customer authorized the individual or Customer who entered or effected the trade to do so. Each time SR enters an order, effects a transaction or otherwise uses Electronic Trading or enables a Customer to use Electronic Trading, it shall be deemed to represent and warrant to SP and its Affiliated Companies that: (i) SR understands that the laws of many jurisdictions require non-resident firms to obtain licenses as financial services providers before soliciting transactions from entities located in such jurisdictions and SR has obtained all required licenses in the jurisdictions in which Customers are located; (ii) SR has all regulatory and legal authority to enter into this Agreement and to engage in Electronic Trading; (iii) if SR has Customers in the United States that transmit or receive orders in securities, it (x) is registered with the U.S. Securities and Exchange Commission as a broker-dealer and is a member of the Financial Industry Regulatory Authority, Inc., or (y) will comply at all times with the exemption from such registration provided by Rule 15a-6 under the U.S. Securities Exchange Act of 1934 or (z) is otherwise exempted or excepted from such registration; (iv) SR is a sophisticated market participant that is knowledgeable about the securities and interests traded or routed by use of Electronic Trading and understands the related risks; (v) if SR uses Electronic Trading to enter into a derivatives transaction, SR (A) has total assets exceeding U.S. $10 million or the equivalent in another currency, or (B) is a regulated financial institution, insurance company, broker-dealer or futures commission merchant, or (C) is an "eligible contract participant" ("ECP") as defined in the U.S. Commodity Exchange Act; and (vi) SR has implemented commercially reasonable security procedures intended to limit access to Electronic Trading to authorized individuals. "Customer" shall mean any person or entity enabled or caused to be enabled by SR for Electronic Trading.

(c) If SR provides quotations in interests quoted on Electronic Trading to any other system that commingles quotations ("Other System"), SR shall enable its Customers that are also customers of SP or its Affiliated Companies (as defined in paragraph 5(e) below) to interact with SR's relevant pricing display(s) on Electronic Trading to the extent SR has enabled such Customers or caused such Customers to be enabled for an Other System.

(d) SP and/or its Affiliated Companies shall have the right to terminate and/or suspend SR's and/or Customers' use of any and all Electronic Trading at any time.

(e) SP's Associated Persons (as defined below) and the Additional Entities (as defined below) shall be third-party beneficiaries with respect to SR's agreements and obligations in connection with Electronic Trading, including, but not limited to, SR's agreements and obligations contained in paragraphs 3(b), 5, 6 and 7 hereof. "SP's Associated Persons" shall mean Affiliated Companies of SP and the partners, suppliers, successors and assigns of SP and its Affiliated Companies and their respective officers, directors, employees and representatives, and the term "Affiliated Companies" shall mean those companies controlling, controlled by or under common control with SP, including, without limitation, those Affiliated Companies listed on Menu ETOR that are involved in making Electronic Trading available. "Additional Entities" shall mean dealer participants, system operators, exchanges, markets, order aggregation facilities, executing brokers, clearing brokers, and any other entities or persons involved in Electronic Trading.

(f) SP's signature with respect to its rights, obligations and agreements in connection with Electronic Trading shall be on its own behalf and on behalf of its Affiliated Companies, as applicable.

6. **Warranties and Limitations of Liabilities.**

(a) Each time SR uses the Services, SR shall be deemed to represent, warrant and covenant to SP and its Affiliated Companies that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Agreement; and (ii) its use of the Services complies with all applicable laws, rules and regulations.

(b) SP AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SR OR OTHERS FROM THE USE OF THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. The information and data contained in the Services are derived from sources deemed reliable, but SP, its Affiliated Companies and its and their suppliers do not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. To the maximum extent permitted by law, SP and its Affiliated Companies shall not be responsible for or have any liability for any injuries or damages caused by the Equipment or by delays or interruptions of the Services, from whatever cause, and shall not be

liable for damages arising from the use or presence of the Equipment on SR's premises. SR is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. SP and its Affiliated Companies shall have no liability or responsibility for the security or maintenance of any data input by SR.

(c) SP, its Affiliated Companies, its and their suppliers and its and their third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP or its Affiliated Companies or any of its and their employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this Agreement or the use of the Equipment and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against SR by any other party.

(d) SP, SP's Associated Persons and the Additional Entities make no warranties, express or implied, with respect to Electronic Trading. To the maximum extent permitted by law, SR releases SP, the Additional Entities, SP's Associated Persons and its third-party agents from all liability, including, without limitation, for any lost profits, losses, punitive, incidental or consequential damages arising from SR's use or any use by Customers of Electronic Trading, including but not limited to any failure of any Electronic Link, regardless of the cause; provided, however, that an Additional Entity acting as a counterparty to a trade shall not be released from liability for its failure to settle a trade with SR.

(e) SR shall indemnify, hold harmless and at SR's expense defend SP, SP's Associated Persons and the Additional Entities against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with a breach of this Agreement by SR or the use of the Services by SR or Customer.

(f) Notwithstanding anything to the contrary in paragraph 6(e), an Additional Entity shall not be indemnified for its failure to settle a trade with SR initiated via an Electronic Trading system, product or service.

(g) Limited by paragraph 6(h), to the extent permitted by law, the aggregate liability of SP and SP's Associated Persons arising in connection with a given Electronic Trading system, product or service for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the BLOOMBERG PROFESSIONAL service subscription(s) of SR enabled for the Electronic Trading system, product or service in question during the three months preceding the first loss or damage, or in the case of Customers enabled on, or SR's use of, an Electronic Link other than the BLOOMBERG PROFESSIONAL service, such liability shall not exceed the fees paid by SR for a single BLOOMBERG PROFESSIONAL service subscription during the three months preceding the first loss or damage.

(h) Notwithstanding anything to the contrary in this Agreement, to the extent permitted by law, the aggregate liability of SP and SP's Associated Persons arising in connection with this Agreement, the Services and Electronic Trading for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the Services during the three months preceding the first loss or damage, and this shall be SR's exclusive remedy.

(i) No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by SR more than one year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law.

(j) Notwithstanding any limitations contained in paragraphs 6(b) through 6(i) to the contrary, SP agrees to indemnify SR and hold it harmless and at SP's expense defend SR against any claim that the programs, data, information and other items provided by SP hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) SR shall promptly notify SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) SR shall cooperate in every reasonable way to facilitate such defense, and (iv) if SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR shall promptly notify SP of such activities.

7. **Remedies.**

If SR or any of its employees, representatives or affiliates breaches or threatens to breach any provision of this Agreement, SP shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude SP from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. If SP prevails in any such action, SP shall be entitled to recover from SR all reasonable costs, expenses and attorneys' fees incurred in connection therewith. As reasonable protection of the proprietary rights of SP and others in the information provided through the Services and Equipment, to avoid breach of SP's obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, SR acknowledges and agrees that the dissemination or distribution by SR of information identical or similar to that provided through the Services and the Equipment shall be deemed a breach of the terms of paragraphs 10(a) through 10(d) hereof and shall give rise to an immediate right of SP to terminate this Agreement or any portion of the Services provided hereunder.

8. **Parties.**

SR recognizes that (i) SP, (ii) its Affiliated Companies, (iii) the respective partners and suppliers of SP and its Affiliated Companies, and (iv) the respective affiliates of the entities covered in subparagraph (iii) ((iii) and (iv) together, the "Covered Entities"), each have rights with respect to the Services, including the software, data, information and other items provided by SP and its Affiliated Companies by reason of SR's use of the Services. Paragraphs 6 and 7 hereto shall be for the benefit of

SP, its Affiliated Companies, the Covered Entities and the respective affiliates, successors, assigns, officers, directors, employees and representatives of the Covered Entities. The term "SP" as used in paragraphs 6 and 7 hereto includes SP, its Affiliated Companies and the Covered Entities.

9. **Access.**

SR, at its expense, agrees to provide network access per SP's current specifications. Such specifications may include both dedicated and dial back-up lines permanently connected and dedicated to the Equipment or Internet or alternate network access. The sole purpose of the dial lines shall be to provide communications backup for the Services. SP is not responsible for the reliability or continued availability of the telephone lines and communications equipment, other than communications equipment supplied by SP and used by SR in accessing the Services. However, SP shall attempt to resolve any communication line problems with respect to the accessibility of the Services.

10. **Scope of Services.**

   (a) The Services and the Equipment are solely and exclusively for the use of SR and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. SR acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by SP and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable industrial and intellectual property and trade secrets of SP and such others. SR agrees to protect the proprietary rights of SP and all others having rights in the Services and the Equipment during and after the Term. SR acknowledges and agrees that it has no ownership rights in and to the Services and that no such rights are granted under this Agreement. SR shall honor and comply with all written requests made by SP or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory or common law rights.

   (b) SR shall not access the Services through any medium or equipment which SP has not authorized in writing, nor may any medium or equipment by which the Services are provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without SP's prior written consent. In addition, SR shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other equipment, network or software that SP, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon SP's request therefor, SR shall promptly notify SP in writing of any and all such equipment, network and software. Services expressly provided by SP for operation on SR's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and SR shall bear all cost and responsibility for such equipment.

   Unauthorized access or use is unlawful and SP and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use. SR shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment. SR may use the Services solely for its internal business purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as SP may expressly permit under a separate development license with SR.

   (c) The analysis and presentation included in the Services shall not be recirculated, redistributed or published by SR except for internal purposes without the prior written consent of SP and, where necessary, with certain sources of the information included in the Services.

   (d) SR shall not use any of SP's or its Affiliated Companies' trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with SR, and SR acknowledges that it has no ownership rights in and to any of these names and marks.

   (e) SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an Affiliated Company of SP, which may discharge those responsibilities, obligations and duties on behalf of SP.

11. **Facilities.**

Commencement of the Services is contingent on the availability of the hardware, network access, communications equipment and facilities to SP's specifications. At SR's expense, SR shall install or have installed on SR's premises, and shall modify from time to time at SP's request, all cables, wires, devices, connections or other transmission media equipment and electrical, communications and network connections specified by SP. SR shall not make use of any cables, wires, devices, connections, equipment or network access in connection with the Services not approved in writing by SP.

12. **Return of Equipment and Software.**

Upon termination of this Agreement or any Schedule for any reason whatsoever, SP shall have the right to remove the

Equipment and software by which the terminated Services are provided at SR's expense. In addition, upon such termination SR shall cease use of all terminated Services.

13. **Access to Property.**

Any person or persons designated by SP shall have access to the Equipment at all reasonable times for the purposes of installation, inspection, maintenance, repair, relocation and removal. SR acknowledges and understands that SP and its Affiliated Companies may monitor, either physically or electronically (including remotely), SR's use of the Services. SR shall at all reasonable times permit SP to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

14. **Maintenance.**

SP to the best of its ability shall maintain and keep the Equipment in good working order and condition so that it will perform its functions satisfactorily. NOTWITHSTANDING THE FOREGOING, SP AND ITS AFFILIATED COMPANIES SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH SR ACCESSES THE SERVICES AND SR SHALL INDEMNIFY SP AND ITS AFFILIATED COMPANIES AND HOLD THEM HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING IN CONNECTION WITH THE USE OF SUCH THIRD-PARTY COMMUNICATIONS NETWORK. SR shall be responsible for the safekeeping of the Equipment from the time it is received on SR's premises and shall take reasonable steps to prevent abuse to the Equipment. SR shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Services to SR and shall pay SP the full replacement cost of the Equipment as liquidated damages unless such loss, theft, or damage is due entirely to the fault or negligence of SP. To the maximum extent permitted by law, none of SP, its Affiliated Companies or its and their suppliers or third-party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the installation, relocation, maintenance, use or removal of the Services and/or the Equipment.

15. **Relocation.**

On reasonable prior written notice, which shall in no event be less than 60 days, and at SR's expense, SP shall relocate all or any part of the Equipment. Scheduling of such relocation shall be contingent on availability of communication lines, facilities, equipment and labor. SR acknowledges that interruptions of Services might result from such relocation and that the provisions in paragraph 6 hereof apply to any such interruption.

16. **Assignment.**

SR shall have the right to assign this Agreement or the rights hereunder only with the written consent of SP which, in the case of an assignment by SR to any of its affiliates that are in substantially the same business as SR, shall not be unreasonably withheld.

17. **Complete Agreement; Modifications or Waivers; Form; Inquiries.**

This Agreement, together with the Schedules, which are incorporated herein by reference, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto; provided, however, that SP may amend the provisions of this Agreement relating to Electronic Trading (i) for regulatory reasons or (ii) to provide additional services by providing written notice to SR. For inquiries, SR should contact Bloomberg L.P., operating agent of SP, at 731 Lexington Avenue, New York, NY 10022, Telephone: (212) 318-2000, Facsimile: (917) 369-5540, or any successor operating agent or other party as specified by SP from time to time.

18. **Validity.**

SP and SR intend this Agreement to be a valid legal instrument. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving to the maximum extent the rights and commercial expectations of the parties. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

19. **Governing Law.**

This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable choice-of-law principles. The parties hereto agree to submit to the jurisdiction of each of the federal and state courts located in New York County, New York in connection with any matters arising out of this Agreement and not to assert a defense of forum non conveniens, sovereign immunity, Act of State or analogous doctrines in connection with any action.

20. **Electronic Signatures.**

This Agreement, including any Schedules, and any modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means, including any communication implementing the procedures in such website, shall constitute the final agreement of the

parties and conclusive proof of such agreement. Any such facsimile, electronic mail transmission, or communication via such electronic means shall be deemed to be in writing. If SR's signature or acknowledgment is required or requested with respect to any document in connection with this Agreement and any employee or representative authorized by SR "clicks" in the appropriate space on a website designated by SP or takes such other action as may be indicated by SP, SR shall be deemed to have signed or acknowledged the document to the same extent and with the same effect as if SR had signed the document manually.   SR acknowledges and agrees that it has the ability and knowledge to print information delivered to SR electronically, or otherwise knows how to store that information in a way that ensures that it remains accessible to SR in an unchanged form.

21. <u>Survival.</u>

Paragraphs 3(d), 4, 5(e), 6, 7, 8, 12, 13, 14 and 19 hereof shall survive the termination of this Agreement and shall continue in full force and effect.

Agreed to by: **INTREPID AVIATION MANAGEMENT LLC** Company Name	Agreed to by: **BLOOMBERG FINANCE L.P.** By: BLOOMBERG (GP) FINANCE LLC, General Partner
U f l Signature (Duly authorized signatory, officer, partner or proprietor)	
VOLKER FABIAN Name (Please type or print)	*Donna Schuster* Signature of Authorized Signatory
CHIEF COMMERCIAL OFFICER Title (Please type or print)	
OCT. 25, 2012 Date	11/14/2012 Date

Bloomberg

FOR INVOICE INQUIRY, PLEASE CALL: Customer Support 1-212-318-2000

PLEASE SEND ALL CORRESPONDENCE TO:
BLOOMBERG L.P.
731 Lexington Avenue
New York, NY 10022
(Do not send checks to this location)

BLOOMBERG FINANCE L.P.
731 Lexington Avenue
New York, NY 10022
(Do not send checks to this location)

INVOICE

Bill To:

VOYAGER AVIATION HOLDINGS LLC
281 TRESSER BLVD
BUILDING 2 / SUITE 1505
STAMFORD CT 06901-3284
Attn: CHRISTIAN GINEZ

PY 30426904

Customer:

VOYAGER AVIATION HOLDINGS LLC
281 TRESSER BLVD
BUILDING 2 / SUITE 1505
STAMFORD CT 06901-3284
Attn: MIKE LUNGARIELLO

Please pay upon receipt

INVOICE NUMBER	INVOICE DATE	ACCOUNT NUMBER	FEDERAL TAX I.D. NO.
5608070437	03/25/2024	30426904	06-1818168

LINE	QTY	CHANGE ACTIVITY	RELATED ACCT	DESCRIPTION	RATE	PERIOD START	PERIOD END	AMOUNT
1	1			Bloomberg Anywhere	2,500.00	03/19/24	06/18/24	7,500.00

"By directing the payment of and/or paying this invoice, you agree that the payment for and use of the products and services listed above do not violate any applicable ERISA or securities laws, breach any fiduciary, contractual, or other obligation of Customer, and, if applicable, satisfy the requirements of Section 28(e) of the Securities Exchange Act of 1934, as amended.

* This invoice is due upon receipt. If payment is not received within 28 days of the invoice date, you will receive a late notice. Soon afterward, the Bloomberg users on this account will receive a message on their Bloomberg terminal notifying them that the account is overdue and their service is in jeopardy of suspension. If the invoice remains unpaid for 56 days after the invoice date, the Bloomberg service will be suspended until payment is received, as per the terms of your contract with BFLP. If you have any questions, please call the telephone number on the upper right hand corner of this invoice.

PLEASE REMIT PAYMENTS IN U.S. DOLLARS TO:
Bank of America, Bloomberg Finance LP, Account 94017-33396
Via WIRE: Routing 026009593 / S.W.I.F.T. BIC: BOFAUS3N
Via ACH: Routing 011900571; Via Check: Bloomberg Finance LP
Mail to: Bloomberg Finance LP, P.O. Box 416604, Boston, MA 02241-6604

PLEASE REFERENCE INVOICE NUMBER 5608070437 WITH PAYMENT

SUBTOTAL	7,500.00
1.000% TAX	75.00
TOTAL (USD)	**7,575.00**

Bloomberg

FOR INVOICE INQUIRY, PLEASE CALL: Customer Support 1-212-318-2000

BLOOMBERG FINANCE L.P.
731 Lexington Avenue
New York, NY 10022
(Do not send checks to this location)

PLEASE SEND ALL CORRESPONDENCE TO:
BLOOMBERG L.P.
731 Lexington Avenue
New York, NY 10022
(Do not send checks to this location)

CREDIT NOTE

Bill To:

VOYAGER AVIATION HOLDINGS LLC
281 TRESSER BLVD
BUILDING 2 / SUITE 1505
STAMFORD CT 06901-3284
Attn: CHRISTIAN GINEZ

PY 30426904

Customer:

VOYAGER AVIATION HOLDINGS LLC
281 TRESSER BLVD
BUILDING 2 / SUITE 1505
STAMFORD CT 06901-3284
Attn: MIKE LUNGARIELLO

CREDIT NOTE NUMBER	CREDIT NOTE DATE	REF DOC NUMBER	REF DOC DATE	ACCOUNT NUMBER	FEDERAL TAX I.D. NO.
5608231536	06/13/2024	5608070437	03/25/2024	30426904	06-1818168

LINE	QTY	CHANGE ACTIVITY	RELATED ACCT	DESCRIPTION	RATE	PERIOD START	PERIOD END	AMOUNT
1	1			Bloomberg Anywhere	2,500.00-	04/05/24	06/18/24	6,166.67-

Credit in reference to Invoice 5608070437

PLEASE REMIT PAYMENTS IN U.S. DOLLARS TO:
Bank of America, Bloomberg Finance LP, Account 94017-33396
Via WIRE: Routing 026009593 / S.W.I.F.T. BIC: BOFAUS3N
Via ACH: Routing 011900571; Via Check: Bloomberg Finance LP
Mail to: Bloomberg Finance LP, P.O. Box 416604, Boston, MA 02241-6604

PLEASE REFERENCE CREDIT NOTE NUMBER 5608231536 WITH PAYMENT

SUBTOTAL	6,166.67-
1.000% TAX	61.67-
TOTAL (USD)	**6,228.34-**