

Fill in this information to identify the case:

Debtor A330 MSN 1579 Limited

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

Case number 23-11179

**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>See summary page</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? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>+49 0 40 / 37655 - 267</u> Contact email <u>marc.gruenberg@nordlb.de</u>	Contact phone _____ Contact email _____
(see summary page for notice party information) 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: 3667 ____

7. How much is the claim? \$ See Attachment. 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.

All Amounts Owed Relating to Secured Aircraft Loan

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: Aircraft MSN 1579, substantially all other assets

Basis for perfection: Security Agreement, Share Charge, other Security Doc
 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: \$ 45,227,000
Amount of the claim that is secured: \$ 36,816,907.28
Amount of the claim that is unsecured: \$ 0.00 (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 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 10/20/2023
MM / DD / YYYY

/s/Marc Gruenberg // Susanne Schipper
Signature

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

Name Marc Gruenberg // Susanne Schipper
First name Middle name Last name

Title Director // Credit Analyst

Company Norddeutsche Landesbank Girozentrale
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Friedrichswall 10, Hannover, NI, 30159, Germany

Contact phone +49 0 40 37655 - 267 Email marc.gruenberg@nordlb.de //



KCC ePOC Electronic Claim Filing Summary

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

Debtor: 23-11179 - A330 MSN 1579 Limited		
District: Southern District of New York, New York Division		
Creditor: Norddeutsche Landesbank Girozentrale, in its capacity as Agent and Security Trustee Norddeutsche Landesbank Girozentrale Friedrichswall 10 Hannover, NI, 30159 Germany Phone: +49 0 40 / 37655 - 267 Phone 2: Fax: Email: marc.gruenberg@nordlb.de	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties:		
Norddeutsche Landesbank Girozentrale Special Credit and Portfolio Optimization Special Asset Team / Restructuring Aviation Friedrichswall 10 Hannover, NI, 30159 Germany Phone: +49 0 40 / 37655 - 267 Phone 2: Fax: +49 04037655303 E-mail: marc.gruenberg@nordlb.de	Jonathan R. Doolittle Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, 22nd Floor San Francisco, CA, 94111-5998 Phone: 415 983-1000 Phone 2: Fax: E-mail: jonathan.doolittle@pillsburylaw.com	
Andrew V. Alfano Pillsbury Winthrop Shaw Pittman LLP 31 West 52nd Street New York, NY, 10019-6131 Phone: 212 858-1000 Phone 2: Fax: E-mail: andrew.alfano@pillsburylaw.com	Leo T. Crowley Pillsbury Winthrop Shaw Pittman LLP 31 West 52nd Street New York, NY, 10019-6131 Phone: 212 858-1000 Phone 2: Fax: E-mail: leo.crowley@pillsburylaw.com	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: All Amounts Owed Relating to Secured Aircraft Loan	Last 4 Digits: Yes - 3667	Uniform Claim Identifier:
Total Amount of Claim: See Attachment	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	

Has Secured Claim: Yes: 36,816,907.28 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: Aircraft MSN 1579, substantially all other assets Value of Property: 45,227,000 Annual Interest Rate: , Fixed Arrearage Amount: Basis for Perfection: Security Agreement, Share Charge, other Security Doc Amount Unsecured: 0.00
Submitted By: Marc Gruenberg // Susanne Schipper on 20-Oct-2023 10:58:17 a.m. Eastern Time Title: Director // Credit Analyst Company: Norddeutsche Landesbank Girozentrale	
Optional Signature Address: Marc Gruenberg // Susanne Schipper Norddeutsche Landesbank Girozentrale Friedrichswall 10 Hannover, NI, 30159 Germany Telephone Number: +49 0 40 37655 - 267 Email: marc.gruenberg@nordlb.de // susanne.schipper@nordlb.de	

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

----- x
In re: : Chapter 11
: :
Voyager Aviation Holdings, LLC *et al.*, : Case No. 23-11177 (JPM)
: :
Debtors.¹ : (Jointly Administered)
: :
----- x

**ATTACHMENT TO PROOF OF CLAIM OF NORDDEUTSCHE LANDESBANK
GIROZENTRALE, AS AGENT AND SECURITY TRUSTEE IN RESPECT OF
AIRCRAFT MSN 1579, AGAINST A330 MSN 1579 LIMITED**

Norddeutsche Landesbank Girozentrale, in its capacity as Agent and Security Trustee (“**Nord LB**”) for the Lenders, hereby submits this proof of claim (the “**Claim**”) against A330 MSN 1579 Limited (the “**Debtor**”) for all amounts owed relating to the secured purchase financing for the Aircraft (defined below), including, without limitation, all unpaid default interest, breakage indemnity costs, and attorneys’ fees.² Capitalized terms used but not defined herein have the meanings given in the Loan Agreement (defined below).

¹ The Debtors in these chapter 11 cases (the “**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.

² Notwithstanding that Nord LB is exempted from filing a proof of claim under the Cash Collateral Order (defined below), it files this Claim because based on prior discussions with the Debtors it believes that certain amounts sought in respect of the Aircraft might be contested.

CLAIM BACKGROUND

The Loan

1. Prior to commencement of these Chapter 11 Cases, Nord LB, as Original Lender and Agent, and the Debtor, as Borrower, entered into the Loan Agreement [1579] dated November 21, 2014 (as amended, supplemented or modified from time to time,¹ the “**Loan Agreement**”)² under which the Debtor received a loan in the original principal amount of \$80,000,00.00 (the “**Loan**”) for the purchase one (1) Airbus A330-300 aircraft bearing manufacturer’s serial number 1579 with two (2) Rolls-Royce Trent 772c engines bearing engine manufacturer’s serial Nos. 42493 and 42494 (the “**Aircraft**”). *See* Note (MSN 1579) dated November 25, 2014 at 1.

2. The Aircraft is leased by the Debtor to Sichuan Airlines No. 5 Leasing (Tianjin) Co., LTD. (“**Lessee**”) under the Amended and Restated A330 Aircraft Lease Agreement III dated June 28, 2019 (the “**Lease**”) and subleased by Lessee to Sichuan Airlines Co., Ltd. under the Aircraft Sublease Agreement dated June 28, 2019 (the “**Sublease**”).

3. As a condition to making the Loan, Nord LB and the Debtor, as Borrower, entered into the Aircraft Chattel Mortgage and Security Agreement [1579] dated November 21, 2014 (as amended, supplemented or modified from time to time, the “**Security Agreement**”). Under the Security Agreement, the Loan and other obligations (referred to as the “**Secured Obligations**”) of the Debtor under the Basic Agreements (including any Break Amounts and Liquidity Breakage, as described below) are secured by substantially all the Debtor’s assets, including:

¹ On September 5, 2019, the Loan Agreement and the Security Agreement were amended pursuant to the Omnibus Amendment Agreement between the Debtor, as Borrower, and Nord LB, as Original Lender, Agent and Security Trustee to, among other things, reflect changes to the documents due to the novation of the Lease and entry into the Sublease, as well as the further pledge of security in favor of Nord LB on account of the Loan and related obligations as a result thereof.

² The Loan Agreement and the other documents referred herein may contain non-public information and thus have not been attached. Copies of the documents relating to the Claim will be provided to the Debtors upon request.

- a. The Aircraft, including the Airframe and the Engines, and all Parts relating thereto (Security Agreement § 2.1(a)(1));
 - b. The Lease (including the Sublease) and all Rent and Supplemental Amounts (Security Agreement § 2.1(a)(2));
 - c. All rents, profits and other income from the Aircraft and the other property subject to the Security Agreement (Security Agreement § 2.1(a)(4));
 - d. The Guaranty and any of the other Basic Agreements and Transaction Documents (Security Agreement § 2.1(a)(6));
 - e. All monies and securities deposited or required to be deposited with the Security Trustee or the Borrower pursuant to any term of the Security Agreement, the Lease, the Sublease, the Sublease Security Assignment, the Negative Pledge, the Lease Guarantee, the Receivables Pledge, the Account Control Agreement or any other Transaction Document, including the Letters of Credit (Security Agreement § 2.1(a)(7)); and
 - f. All proceeds (as defined by the New York UCC) of the foregoing and of the other collateral identified in the Security Agreement (Security Agreement § 2.1(a)(11)).
4. Also as a condition to making the Loan, Voyager Aviation Holdings, LLC (*fka* Intrepid Aviation Group Holdings, LLC) (“**VAH**”), as Guarantor, and Nord LB, as Original Lender, Agent and Security Trustee (together with successors and assigns, the “**Beneficiaries**”) entered into the Guarantee dated November 21, 2014 (as amended, modified and supplemented from time to time, the “**Guarantee**”) under which VAH agreed unconditionally and as a primary obligor to pay, among other things (i) principal and interest under the Loan Agreement in an aggregate amount of up to \$15,000,000.00 (*See* Guarantee § 1(a)(i)), (ii) amounts payable by the Debtor under certain enumerated sections of the Loan Agreement, including the Debtor’s obligation under section 2.10 to indemnify Nord LB and each of the other Lenders for Breakage Amounts, and (iii) prompt and timely performance of any Obligor under the Loan Agreement and the other Basic Agreements (*See* Guarantee § 1(a)(vi)).

5. In addition, under the Share Mortgage dated November 25, 2014 between VAH, as Mortgagor, and Nord LB, as the Security Trustee, VAH, as the legal and beneficial owner of one hundred percent (100%) of the shares in the Debtor, agreed to mortgage its shares in the Debtor to Nord LB for the purpose of securing performance of the Secured Obligations. *See* Share Mortgage § 3.1.

The Chapter 11 Cases

6. On July 27, 2023, the Debtor and certain of its affiliates (collectively, the “Debtors”) commenced these Chapter 11 Cases by filing voluntary petitions for relief under the U.S. Bankruptcy Code.

7. On September 1, 2023, the Court entered the final cash collateral order (ECF No. 152) (the “**Cash Collateral Order**”) which provides for (i) the Debtors’ use of cash collateral of Nord LB in connection with the Loan and of the other Prepetition Secured Parties (as defined therein) and (ii) adequate protection for Nord LB and the other Prepetition Secured Parties for any diminution in value in their collateral (including for use of the Aircraft) in the form of superpriority administrative expenses claims, valid and perfected post-petition security interests in collateral, and payment in cash of accrued reasonable and documented professional fees. *See* Cash Collateral Order ¶ 3.

8. The Cash Collateral Order also provides that neither Nord LB nor any of the Prepetition Secured Parties are required to file a proof of claim in the Chapter 11 Cases and that the agreements contemplated by the Cash Collateral Order constitute a “timely filed proof of claim” for the Prepetition Secured Obligations (as defined therein). *See* Cash Collateral Order ¶ 26.

9. Notwithstanding that Nord LB is exempted from filing a proof of claim in these Chapter 11 Cases, it files this Claim because based on prior discussions with the Debtors it believes that certain amounts might be contested.

10. On July 27, 2023, the Debtors filed the Declaration Of Robert A. Del Genio, Chief Restructuring Officer Of Voyager Aviation Holdings, LLC, In Support Of Chapter 11 Petitions And First Day Motions (ECF No. 16) that attached an Agreement For The Sale And Purchase Of Certain Assets Of Voyager as Exhibit B (the “**Sale Agreement**”). Schedule 6 of the Sale Agreement allocated \$45,227,000 of sale proceeds to the Aircraft.

11. On September 11, 2023, the Debtors filed the Schedules of Assets and Liabilities (ECF No. 176) and Statement of Financial Affairs (ECF No. 179) for the Debtor. The Debtors state that the value of the Debtor’s assets (consisting of the Aircraft and cash and intangibles relating thereto in the amount of \$94,904,166.93) exceeds the amount of all debt (the Loan and related obligations) owed by the Debtor to the Lenders and that the debt is secured by substantially all the Debtors’ assets. *See* ECF No. 176 at 23. Therefore, Nord LB is over secured by a substantial margin.

BASIS OF CLAIM

12. *Principal, Interest & All Other Amounts.* Nord LB asserts this Claim for unpaid principal, interest and all other amounts owed relating to the Loan pursuant the Loan Agreement and the other Basic Agreements, including, without limitation, amounts owed based on indemnification (*See, e.g.*, Loan Agreement § 2.12 (“General Indemnity”); *see also* Loan Agreement §§ 2.9(b) (“Tax Indemnity”), 2.10 (“Breakage Indemnity”), and 2.11 (“Increased Costs”)), legal fees and other Expenses (Loan Agreement § 2.12), and all other agreements and covenants of the Debtor for the benefit of Nord LB and the Lenders under the documents.

13. Without limiting the foregoing, Nord LB also claims default interest and breakage indemnity, as described below.

14. Default Interest. Section 6 of the Loan Agreement provides for certain enumerated Events of Default. An Event of Default exists under the Loan Agreement due to the filing of a voluntary bankruptcy petition commencing the Debtor's (as well as VAH's) chapter 11 bankruptcy, among other potential Events of Default. See Loan Agreement § 6.1(e). The Loan Agreement states that if an Event of Default occurs under section 6.1(e) "the Loan hereunder (with accrued interest thereon), Liquidity Breakage, if any, Break Amounts, if any, and all other amounts owing under this Agreement and the Notes shall immediately become due and payable." *Id.* at 51. Under section 2.5 of the Loan Agreement, upon an Event of Default, Nord LB, as Agent, is entitled to default interest:

The Borrower shall pay the Agent, on behalf of the Lenders, on demand, interest at the Default Rate on any amounts payable hereunder or under a Note (without duplication) not paid when due for any period during which the same shall be overdue, in each case for the period the same is overdue. Amounts shall be overdue if not paid when due (whether at stated maturity, by acceleration or otherwise).

Loan Agreement § 2.5(d); see also Note (MSN 1579) dated November 25, 2014 at 1.

15. An *ipso facto* default can give rise to a valid claim for post-petition default interest under the terms of a contract. See *In re General Growth Properties, Inc.*, 451 B.R. 323 (Bankr. S.D.N.Y. 2011) (enforcing an *ipso facto* default triggering the imposition of default interest for a solvent debtor). The Loan became due and payable upon the Borrower's bankruptcy filing under Section 6.1(e) and the Borrower has not paid the Loan in full. Therefore, interest began to accrue at the Default Rate immediately upon the Petition Date. The Default Rate is two percent (2%),

plus the “Fixed Interest Rate” of 4.66%, for a total rate of 6.66%. See Loan Agreement at 4 and Note (MSN 1579) at 1.¹

16. Because paragraph 3(b) of the Cash Collateral Order provides for the payment of “all interest (at the non-default interest rate)” under the Loan (*i.e.*, interest on account of the Fixed Interest Rate of 4.66%), the amount asserted by Nord LB herein covers only the incremental amount of Default Interest (*i.e.*, the additional 2% above the Fixed Interest Rate) accruing post-petition on the total amount owed on account of the Loan and related obligations as of the Petition Date (\$37,814,540.06). Therefore, \$ 149,584.52 is owed for default interest on account of the Loan as of October 10, 2023 (not including claimed default interest through the date of distribution).

17. Breakage Indemnity. Under section 2.10 of the Loan Agreement, the Debtor agreed to indemnify Nord LB and each of the other Lenders for Break Amounts for:

all costs, losses or liabilities that Lender incurs or sustains, and in each case as such amount is due and payable pursuant to the terms of this Loan Agreement, and in each case as determined by such Lender’s treasury desk in accordance with its treasury desk’s customary practices: ... (b) as a consequence of any prepayment of the Loan that occurs on any date prior to the Final Maturity Date; or (c) as a consequence of any default by the Borrower in the repayment of the Loan when due under the terms of this Agreement;

18. Accordingly, Nord LB asserts an unliquidated claim for all Break Amounts owed to the Lenders in accordance with the foregoing provision in the Loan Agreement.

AMOUNT OF CLAIM

19. The liquidated portion of the Claim as of October 10, 2023 is **\$36,816,907.28**, which consists of the following:

¹ The Fixed Interest Rate consists of the Fixed Rate, which is calculated in accordance with section 2.5(1) of the Loan Agreement, plus and the Applicable Margin of 1.15% per annum. See Loan Agreement at 4-5.

<u>Category</u>	<u>Amount</u>
Principal	\$36,304,760.53
Interest	\$211,475.23
Default Interest	\$149,584.52
Attorneys' Fees	\$151,087.00 ¹
Total:	\$36,816,907.28

20. For the avoidance of doubt, the foregoing does not include the unliquidated portion of the Claim or amounts owed by the Debtor that may accrue after October 10, 2023.

RESERVATION OF RIGHTS

21. Nord LB reserves its right to amend or supplement this Claim at any time and in any manner and/or to submit additional claims based on the same or additional documents or grounds of liability.

22. Filing this Claim is not: (i) a waiver or release of Nord LB's rights, claims or defenses against any person, entity or property; (ii) a waiver or release of Nord LB's right to have any final order entered by, or other exercise of the judicial power of the United States performed by, an Article III court; (iii) a waiver or release of Nord LB's right to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Judge; (iv) a consent by Nord LB to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Claim; (v) an election of remedy; (vi) a waiver or release of any rights which Nord LB may have to a jury trial; or (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or any other proceedings

¹ An invoice summary for unpaid legal fees is attached hereto. To the extent the legal fees incurred by Nord LB are paid pursuant to the Cash Collateral Order, the amount of this Claim will be adjusted accordingly.

which may be commenced in these cases against or otherwise involving Nord LB, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in this case.

NOTICES

23. All objections, notices, requests or any other filings or submissions relating to this

Claim should be sent to each of the following:

Norddeutsche Landesbank Girozentrale
Special Credit & Portfolio Optimization
Special Asset Team / Restructuring Aviation
Friedrichswall 10,
30159 Hannover, Germany
Tel: +49 (0) 40 / 37655 - 267
Fax: +49 (0) 40 / 37655 - 303
Email: marc.gruenberg@nordlb.de

Leo T. Crowley
Andrew V. Alfano
31 West 52nd Street
New York, NY 10019-6131
Tel: (212) 858-1000
Email: leo.crowley@pillsburylaw.com
andrew.alfano@pillsburylaw.com

Jonathan R. Doolittle
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111-5998
Tel: (415) 983-1000
Email: jonathan.doolittle@pillsburylaw.com



Tax ID No. [REDACTED]

Norddeutsche Landesbank Girozentrale
Zuleitug 2214/6566
Friedrichswall 10
Hanover 50151
GERMANY

October 13, 2023
Invoice No. 8560039
Client No. 061750
Matter No. 0000004
Mark N. Lessard
(212) 858-1000

For Professional Services Rendered and Disbursements Incurred through October 10, 2023

<u>Matter Name</u>	<u>Services</u>	<u>Disbursements</u>	<u>Balance Due</u>
Intrepid	\$ 57,544.00	\$ 0.00	\$ 57,544.00
Total This Invoice:	\$ 57,544.00	\$ 0.00	\$ 57,544.00

Current charges only. Time and disbursements not yet recorded will be included in future invoices.

Prior Invoices Outstanding

<u>Invoice Number</u>	<u>Date</u>	<u>Invoice Amount</u>	<u>Payments/ Adjustments</u>	<u>Total Prior Outstanding</u>
8549800	08/15/23	\$28,182.00	\$0.00	\$28,182.00
8553531	09/12/23	65,361.00	0.00	65,361.00
Total Prior Outstanding		\$93,543.00	\$0.00	\$93,543.00
Total Amount Outstanding				\$151,087.00

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street - New York, NY - 10019
Due Upon Receipt
Remittance Address
P.O. Box 30769 . New York, NY 10087-0769