

Fill in this information to identify the case:

Debtor Panamera Aviation Leasing IV Limited

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

Case number 23-11185

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? See summary page
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?

| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
|---|---|
| See summary page | |

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Contact phone 212-513-3210 Contact phone _____
Contact email barbra.parlin@hklaw.com 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 See summary page
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? _____



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? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _ _ _ _ |
| 7. How much is the claim? | \$ <u>See Addendum</u> . 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). |
| 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. <u>Loan Agreement and Related Documents</u> |
| 9. Is all or part of the claim secured? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle 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 checked="" type="checkbox"/> Other. Describe: <u>Aircraft, related equipment and other collateral</u> Basis for perfection: <u>Mortgages</u> 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: <u>\$ See Addendum</u> Amount of the claim that is secured: <u>\$ See Addendum</u> Amount of the claim that is unsecured: <u>\$ See Addendum</u> (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: <u>\$ 0.0</u> Annual Interest Rate (when case was filed) <u>5.481</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable |
| 10. Is this claim based on a lease? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ |
| 11. Is this claim subject to a right of setoff? | <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 10/10/2023
MM / DD / YYYY

/s/Dain W. Brown
Signature

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

Name Dain W. Brown
First name Middle name Last name

Title Senior Vice President

Company UMB Bank, N.A., not in its individual capacity but solely as Security T
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 6440 S. Millrock Dr., Suite 400, Salt Lake City, Utah, 84121, USA

Contact phone 385-715-3012 Email corptrustutah@umb.com



KCC ePOC Electronic Claim Filing Summary

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

| | | |
|--|---|----------------------------------|
| Debtor: 23-11185 - Panamera Aviation Leasing IV Limited | | |
| District: Southern District of New York, New York Division | | |
| Creditor: UMB Bank, National Association, not in its individual capacity but solely as Security Trustee Attn: Barbra Parlin, Esq. 31 West 52nd Street, 12th Floor New York, NY, 10019 USA Phone: 212-513-3210 Phone 2: Fax: Email: barbra.parlin@hklaw.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| | Has Related Claim: No Related Claim Filed By: | |
| | Filing Party: Creditor | |
| Other Names Used with Debtor: | Amends Claim: Yes, October 10, 2023 Acquired Claim: No | |
| Basis of Claim: Loan Agreement and Related Documents | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: See Addendum | Includes Interest or Charges: Yes | |
| Has Priority Claim: No | Priority Under: | |
| Has Secured Claim: Yes: See Addendum Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Other Describe: Aircraft, related equipment and other collateral Value of Property: See Addendum Annual Interest Rate: 5.481%, Fixed Arrearage Amount: 0.0 Basis for Perfection: Mortgages Amount Unsecured: See Addendum | |
| Submitted By: Dain W. Brown on 10-Oct-2023 11:31:16 a.m. Eastern Time Title: Senior Vice President Company: UMB Bank, N.A., not in its individual capacity but solely as Security Trustee | | |
| Optional Signature Address: Dain W. Brown UMB Bank, N.A., not in its individual capacity but solely as Security Trustee 6440 S. Millrock Dr., Suite 400 Salt Lake City, Utah, 84121 USA Telephone Number: 385-715-3012 Email: corptrustutah@umb.com | | |

Barbra R. Parlin, Esq.
HOLLAND & KNIGHT LLP
31 West 52nd Street
New York, NY 10019
Telephone: (212) 513-3200
Facsimile: (212) 385-9010
Counsel to Claimant

Robert W. Jones, Esq.
HOLLAND & KNIGHT LLP
1722 Routh St., Suite 1500
Dallas, TX 75201
Telephone: (214) 964-9500
Facsimile: (214) 964-9501

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

In re:

Voyager Aviation Holdings, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No: 23-11177 (JPM)

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

1. This Proof of Claim is filed by UMB Bank, National Association, not in its individual capacity but solely as Security Trustee (“Claimant”). This claim is being filed in the bankruptcy cases of Panamera Aviation Leasing IV Limited (Case No. 23-11185) (the “Borrower”) and Voyager Aviation Management Ireland Designated Activity Company (Case No. 23-11176) (the “Guarantor” and collectively, with the Borrower, the “Debtors” and each a “Debtor”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Voyager Aviation Holdings, LLC (8601); A330 MSN 1432 Limited (N/A); A330 MSN 1579 Limited (N/A); Aetios Aviation Leasing 1 Limited (N/A); Aetios Aviation Leasing 2 Limited (N/A); Cayenne Aviation LLC (9861); Cayenne Aviation MSN 1123 Limited (N/A); Cayenne Aviation MSN 1135 Limited (N/A); DPM Investment LLC (5087); Intrepid Aviation Leasing, LLC (N/A); N116NT Trust (N/A); Panamera Aviation Leasing IV Limited (N/A); Panamera Aviation Leasing VI Limited (N/A); Panamera Aviation Leasing XI Limited (N/A); Panamera Aviation Leasing XII Designated Activity Company (N/A); Panamera Aviation Leasing XIII Designated Activity Company (N/A); Voyager Aircraft Leasing, LLC (2925); Voyager Aviation Aircraft Leasing, LLC (3865); Voyager Aviation Management Ireland Designated Activity Company (N/A); and Voyager Finance Co. (9652). The service address for each of the Debtors in these cases is 301 Tresser Boulevard, Suite 602, Stamford, CT 06901.

2. The post office address of Claimant and the address to which all notices and checks to Claimant should be addressed is identified in the Form 410. Copies of all notices sent to Claimant should also be sent to:

Barbra R. Parlin, Esq.
Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
212-513-3210
barbra.parlin@hklaw.com

3. Claimant files this Proof of Claim in respect of its claims against the Debtors related to the loan documents identified on Schedule A hereto (collectively, the “Loan Documents”).²

4. The entire compendium of Loan Documents is voluminous, and certain elements of the Loan Documents and other materials substantiating the existence of the claim set forth herein contain confidential financial and business information. Further, pursuant to the *Order (i) Setting Bar Dates for Submitting Proofs of Claim, (ii) Approving Procedures for Submitting Proofs of Claim, (iii) Implementing Uniform Procedures Regarding 503(b)(9) Claims, and (iv) Approving Form and Manner of Notice Thereof* [Dkt. No. 243], the Claimant is not required to file a proof of claim, but is nonetheless filing this proof of claim for informational purposes, and thus the Loan Documents are not attached hereto. Claimant notes that the Debtors are already in possession of copies of the Loan Documents, but will provide copies of the Loan Documents to the Debtors upon request, and to other parties-in-interest upon request and the execution of a non-disclosure agreement satisfactory to Claimant.

² Capitalized terms used and not defined herein have the respective meanings ascribed to such terms in the applicable Loan Documents.

5. On July 27, 2023 (the “Petition Date”), the Debtors commenced voluntary, chapter 11 proceedings in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

6. Pursuant to that certain *Loan Agreement (35542)* among the Claimant, certain lenders party thereto, and the Borrower (the “Loan Agreement”), the Claimant issued a loan in the principal amount of \$25 million (the “Loan”) to the Borrower. The Loan was guaranteed by the Guarantor pursuant to the *Guarantee Agreement (35542)* by Guarantor, in favor of the Claimant.

7. The total amount of the Claimant’s claim, including overdue interest and all fees due through October 31, 2023, is not less than \$21,071,842.69, as set forth below (the “Claim”):

| | |
|--------------------------------|------------------------|
| Amounts Due to Claimant | |
| Outstanding Principal | \$20,185,404.46 |
| Unpaid Accrued Interest | \$495,457.90 |
| Fees | \$390,980.33 |
| TOTAL | \$21,071,842.69 |

Claimant will provide an updated claim amount in connection with the proposed closing of the sale of the Collateral (as defined herein) and payment of Claimant’s claim as provided in the *Order (i) Authorizing (a) the Sale of the Target Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (b) The Assumption and Assignment of Executory Contracts and Unexpired Leases, and (ii) Granting Related Relief* [Dkt. No. 286 at ¶ 5]. The contract interest rate is 5.4814%, and the overdue interest rate is 7.4814%. Additionally, pursuant to the Loan Documents, the Claimant asserts and possesses contingent indemnification claims against the Debtors under the Loan Documents.

8. As discussed, Guarantor has guaranteed all obligations of the Borrower, and pursuant to the Loan Documents, Claimant asserts and possesses guaranty claims against the Guarantor for such amounts.

9. As further set forth in section 2.10 of the Loan Agreement and section 2.1 of the *Aircraft Security Agreement (35542)* between Claimant and Borrower, the Loan is secured by, *inter alia*, one (1) Boeing model 777-300ER aircraft bearing manufacturer's serial number 35542 and French registration mark F-GZNC (including all other collateral described in the Loan Documents, the "Collateral"). Accordingly, Claimant is secured to the extent of its Collateral.

10. In the *Final Order (i) Authorizing Debtors to Use Cash Collateral and (ii) Granting Certain Protections to Prepetition Secured Parties* [Dkt. No. 152] (the "Cash Collateral Order"), the Debtors "permanently, immediately and irrevocably admit[ted], acknowledge[d], represent[ed], agree[d] and stipulate[d]" the following with respect to the Claim and Claimant's rights in connection therewith:³

- a) *AVAF MSN 35542 Credit Agreement*. Panamera Aviation Leasing IV Limited (the "AVAF MSN 35542 Borrower"), VAMI, as guarantor (VAMI and AVAF MSN 35542 Borrower, together, the "AVAF MSN 35542 Obligors"), and UMB Bank, N.A., as security trustee (the "AVAF MSN 35542 Agent"), and the lenders from time to time party thereto (the "AVAF MSN 35542 Lenders" and, together with the AVAF MSN 35542 Agent, the "AVAF MSN 35542 Secured Parties") are parties to that certain senior credit agreement dated February 9, 2022 (as at any time amended, supplemented, or otherwise modified, the "AVAF MSN 35542 Credit Agreement"). The AVAF MSN 35542 Loans are guaranteed by VAMI on an unsecured basis pursuant to that certain guaranty dated as of February 9, 2022. The AVAF MSN 35542 Loans mature on April 28, 2028.
- b) *Prepetition AVAF MSN 35542 Obligations*. As of the Petition Date, the AVAF MSN 35542 Obligors were indebted and liable to the AVAF MSN 35542 Secured Parties in the aggregate principal amount of \$20,395,608, plus accrued and unpaid interest, indemnification obligations, and fees and expenses and other obligations

³ Capitalized terms used in a) through c) below but not otherwise defined herein shall have the meanings ascribed in the Cash Collateral Order.

incurred in connection therewith, in each case under and in accordance with the terms of the AVAF MSN 35542 Documents (as defined below) (collectively, the “Prepetition AVAF MSN 35542 Obligations”).

- c) *Prepetition AVAF MSN 35542 Liens*. To secure the Prepetition AVAF MSN 35542 Obligations, the AVAF MSN 35542 Borrower granted to the AVAF MSN 35542 Agent, for the benefit of the AVAF MSN 35542 Secured Parties, liens on and security interests in (collectively, the “Prepetition AVAF MSN 35542 Liens”) the collateral as described in the AVAF MSN 35542 Documents (the “AVAF MSN 35542 Collateral”) pursuant to a security agreement by and among the AVAF MSN 35542 Borrower and the AVAF MSN 35542 Agent dated as of February 10, 2022 (as it may be amended, supplemented or otherwise modified from time to time) and the other related security documents (collectively, the “AVAF MSN 35542 Security Agreement” and, the AVAF MSN 35542 Security Agreement, the AVAF MSN 35542 Credit Agreement, and all other agreements, instruments, and documents executed and/or delivered at any time in connection therewith, each as amended, restated, supplemented, waived or otherwise modified from time to time, the “AVAF MSN 35542 Documents”). As further described in the AVAF MSN 35542 Documents, the Prepetition AVAF MSN 35542 Obligations are secured by an aircraft with MSN 35542 (together with its related engines and parts), a lease of such aircraft to a lessee, various accounts held in respect of lease rentals payable by the lessee to the AVAF MSN 35542 Borrower, various insurance and warranty proceeds (and other associated rights) in the event of a loss or damage to such aircraft, and all other documents, proceeds, accounts and rights associated with leasing and securing such aircraft in the usual and ordinary course.
11. Pursuant to the Cash Collateral Order, Claimant has been receiving post-petition interest and fees, including payment of legal fees.
12. Claimant reserves all rights to amend or supplement this Proof of Claim at any time and for any reason, and/or to assert additional claims for amounts due and payable related to the Loan Documents (including, without limitation, any other interest, attorneys’ fees, and all other amounts chargeable to the Debtor in accordance with the Loan Documents and applicable law not set forth herein).
13. By executing and filing this Proof of Claim, neither Claimant, nor any other creditor with a direct or indirect economic interest via the Loan Documents, is: (i) waiving or

releasing its rights against any other entity or person, including any Debtors in these cases, with respect to the claims asserted herein; and/or (ii) electing a remedy which waives or otherwise affects any other remedy that may be available to Claimant under the Loan Documents.

14. This Proof of Claim does not amend, supersede or replace any other proof of claim against the Debtors that has been or may be filed by Claimant in connection with these Chapter 11 cases.

Schedule A

List of Loan Documents⁴

| Document Name | Approximate # of Pages in Document |
|--|---|
| Loan Agreement (35442) among UMB Bank, National Association, certain lenders party thereto and Panamera Aviation Leasing IV Limited, dated February 22, 2022 | 115 |
| Guarantee Agreement (35542) by Voyager Aviation Management Ireland Designated Activity Company in favor of UMB, National Association, dated February 2, 2022 | 20 |
| Acknowledgment of Assignment Charge from BNP Paribas SA, Dublin Branch to Panamera Aviation Leasing IV Limited and UMB Bank, National Association, dated February 10, 2022 | 1 |
| Purchase Option Agreement in Respect of the Shares in Panamera Aviation Leasing IV Limited in Respect of One (1) Boeing 777-300ER Aircraft Bearing Manufacturer's Serial Number 35542 between Orpheus Shareholder Limited, Voyager Aviation Management Ireland DAC and UMB Bank, National Association, dated February 10, 2022 | 13 |
| Aircraft Purchase Option Agreement in Respect of One (1) Boeing 777-300ER Aircraft Bearing Manufacturer's Serial Number 35542 between Panamera Aviation Leasing IV Limited, Voyager Aviation Holdings, LLC and UMB Bank, National Association, dated February 10, 2022 | 13 |
| Amended and Restated Note between Panamera Aviation Leasing IV Limited and Voyager Aviation Management Ireland DAC f/k/a Intrepid Aviation Management Ireland Limited issued August 14, 2014 as Amended and Restated, | 10 |

⁴ Nothing herein is an admission that the Loan Documents are limited to the items identified on this schedule. Claimant reserves the right to amend this schedule to identify any other Loan Documents not previously identified on this schedule.

| | |
|--|----|
| dated February 10, 2022 | |
| Note Purchase Agreement of one Boeing 777-328ER Aircraft Bearing Manufacturer's Serial Number 35542 between Panamera Aviation Leasing IV Limited and Voyager Aviation Management Ireland DAC f/k/a Intrepid Aviation Management Ireland Limited issued August 8, 2014 as Amended and Restated on February 10, 2022 | 21 |
| Amended and Restated Servicing Agreement in Respect of One (1) Boeing 777-328ER Aircraft Bearing Manufacturer's Serial Number 35542 between Voyager Aviation Management Ireland DAC and Panamera Aviation Leasing IV Limited, dated February 10, 2022 | 30 |
| Panamera Aviation Leasing IV Limited One Ordinary Share Certificate, dated June 24, 2014 issued to Orpheus Shareholder Limited | 13 |
| Share Mortgage in Respect of Shares Held in Panamera Aviation Leasing IV Limited between Orpheus Shareholder Limited and UMB Bank, National Association, dated February 10, 2022 | 34 |
| Notice of Assignment and Charge from David Greene, Director of Panamera Aviation Leasing IV Limited to BNP Paribas SA, Dublin Branch courtesy copy to UMB Bank, National Association, dated February 10, 2022 | 3 |
| Mortgage of Bank Account Number XXXXXX0292 Held with BNP Paribas, Dublin Branch in Respect of the Refinancing of One (1) Boeing 777-300ER Aircraft with Manufacturer's Serial Number 35542 between Panamera Aviation Leasing IV Limited and UMB Bank, National Association, dated February 10, 2022 | 24 |
| DocuSign Certificate of Completion Executed by Lorraine Monique and Simone Marie Viard, Time Stamped October 2, 2022 | 6 |
| Lessee Consent (MSN 35542) from Panamera Aviation Leasing IV Limited UMB Bank, National Association to Societe' Air France, dated February 10, 2022 | 9 |
| Subordination Agreement (35542) between Voyager Aviation Management Ireland Designated Activity Company and UMB Bank, National Association and Panamera Aviation Leasing Limited, dated February 10, 2022 | 22 |
| Aircraft Security Agreement (35542) between UMB Bank, National Association and Panamera Aviation Leasing IV Limited, dated February 10, 2022 | 27 |
| Security Trustee Fee Letter (35542) from UMB Bank, National Association to Panamera Aviation Leasing IV Limited, dated February 9, 2022 | 5 |
| Upfront Fee Letter from Cardinal Air 2021-2 Limited to Panamera Aviation Leasing IV Limited, dated February 9, 2022 | 5 |
| Notice of Borrowing to UMB Bank, National Association from Panamera Aviation Leasing IV Limited, dated February 9, 2022 | 3 |
| Constitutive Deed of First Rank Air Mortgage Relating to one (1) Boeing Aircraft model 777-328ER Manufacturer Serial Number 35542 Registration Mark F-GZNC between Panamera Aviation Leasing IV Limited and UMB Bank, National Association, dated February 10, 2022 | 12 |