

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?	<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?	Where should payments to the creditor be sent? (if different)
	See summary page	See summary page
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>302.778.7546</u>	Contact phone <u>302.636.5137</u>
	Contact email <u>meckard@reedsmith.com</u>	Contact email <u>rritrovato@wilmingtontrust.com</u>
	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 _____ <small>MM / DD / YYYY</small>	
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: _____

7. How much is the claim? \$ 429,523,943.33 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.

SEE ATTACHED ADDENDUM - MASTER PROOF OF CLAIM

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: SEE ATTACHED ADDENDUM - MASTER PROOF OF CLAIM

Basis for perfection: SEE ATTACHED ADDENDUM
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: \$ SEE ATTACHED ADDENDUM
Amount of the claim that is secured: \$ SEE ATTACHED ADDENDUM
Amount of the claim that is unsecured: \$ See summary page (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: \$ SEE ATTACHED ADDENDUM

Annual Interest Rate (when case was filed) 8.500 %
 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)?

No

Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the 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).

Amount entitled to priority

\$ _____

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.

\$ SEE ATTACHED

* 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 10/19/2023
MM / DD / YYYY

/s/Rita Marie Ritrovato
Signature

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

Name Rita Marie Ritrovato
First name Middle name Last name

Title Vice President

Company Wilmington Trust, National Association
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____

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: Wilmington Trust, National Association, as Trustee, Collateral Agent, Registrar and Paying Agent Reed Smith, LLP - Kurt F. Gwynne and Mark W. Eckard 1201 N. Market Street, Suite 1500 Wilmington, DE, 19801 USA Phone: 302.778.7546 Phone 2: 302.778.7500 Fax: 302.778.7575 Email: meckard@reedsmith.com	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: Wilmington Trust, National Association, as Trustee, Collateral Agent, Registrar and Paying Agent Rita Marie Ritrovato 1100 North Market Street Wilmington, DE, 19890 USA Phone: 302.636.5137 Phone 2: Fax: E-mail: rritrovato@wilmingtontrust.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: SEE ATTACHED ADDENDUM - MASTER PROOF OF CLAIM	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 429,523,943.33	Includes Interest or Charges: Yes	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)() : SEE ATTACHED	

Has Secured Claim:

Yes: SEE ATTACHED ADDENDUM

Amount of 503(b)(9):

No

Based on Lease:

No

Subject to Right of Setoff:

No

Nature of Secured Amount:

Other

Describe: SEE ATTACHED ADDENDUM - MASTER
PROOF OF CLAIM**Value of Property:**

SEE ATTACHED ADDENDUM

Annual Interest Rate:

8.500%, Fixed

Arrearage Amount:

SEE ATTACHED ADDENDUM

Basis for Perfection:

SEE ATTACHED ADDENDUM

Amount Unsecured:

SEE ATTACHED ADDENDUM

Submitted By:

Rita Marie Ritrovato on 19-Oct-2023 9:33:49 a.m. Eastern Time

Title:

Vice President

Company:

Wilmington Trust, National Association

Your claim can be filed electronically on KCC's website at <https://epoc.kccilc.net/voyageraviation>

United States Bankruptcy Court for the Southern District of New York

PURSUANT TO PARAGRAPH 26 OF THE FINAL CASH COLLATERAL ORDER [D.I. 152], THIS IS A MASTER PROOF OF CLAIM DEEMED TO BE A SEPARATE CLAIM AGAINST EACH OF THE DEBTOR OBLIGORS (AS DEFINED IN THE ATTACHED ADDENDUM)

- | | | |
|--|---|---|
| <input type="checkbox"/> Voyager Aviation Management Ireland Designated Activity Company (Case No. 23-11176) | <input type="checkbox"/> Panamera Aviation Leasing XIII DAC (Case No. 23-11184) | <input type="checkbox"/> Cayenne Aviation LLC (Case No. 23-11191) |
| <input checked="" type="checkbox"/> Voyager Aviation Holdings, LLC (Case No. 23-11177) | <input type="checkbox"/> Panamera Aviation Leasing IV Limited (Case No. 23-11185) | <input type="checkbox"/> DPM Investment LLC (Case No. 23-11193) |
| <input type="checkbox"/> A330 MSN 1432 Limited (Case No. 23-11178) | <input type="checkbox"/> Panamera Aviation Leasing VI Limited (Case No. 23-11186) | <input type="checkbox"/> Voyager Finance Co. (Case No. 23-11194) |
| <input type="checkbox"/> A330 MSN 1579 Limited (Case No. 23-11179) | <input type="checkbox"/> Aetos Aviation Leasing 1 Limited (Case No. 23-11187) | <input type="checkbox"/> Voyager Aviation Aircraft Leasing, LLC (Case No. 23-11195) |
| <input type="checkbox"/> Panamera Aviation Leasing XII DAC (Case No. 23-11180) | <input type="checkbox"/> N116NT Trust (Case No. 23-11188) | <input type="checkbox"/> Intrepid Aviation Leasing, LLC (Case No. 23-11196) |
| <input type="checkbox"/> Cayenne Aviation MSN 1123 Limited (Case No. 23-11181) | <input type="checkbox"/> Panamera Aviation Leasing XI Limited (Case No. 23-11189) | <input type="checkbox"/> Voyager Aircraft Leasing, LLC (Case No. 23-11197) |
| <input type="checkbox"/> Cayenne Aviation MSN 1135 Limited (Case No. 23-11183) | <input type="checkbox"/> Aetos Aviation Leasing 2 Limited (Case No. 23-11190) | |

Official Form 410

Master 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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1: Identify the Claim

1. Who is the current creditor? Wilmington Trust, National Association, as Trustee, Collateral Agent, Registrar and Paying Agent
 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?
Reed Smith LLP (Kurt F. Gwynne and Mark W. Eckard)
 Name 1201 North Market Street
 Number Street
Wilmington DE 19801
 City State ZIP Code
 Country United States of America
 Contact phone 302.778.7546
 Contact email MEckard@ReedSmith.com

Where should payments to the creditor be sent? (if different)
Wilmington Trust, National Association (Rita Marie Ritrovato)
 Name 1100 North Market Street
 Number Street
Wilmington DE 19890
 City State ZIP Code
 Country United States of America
 Contact phone 302.636.5137
 Contact email RRitrovato@WilmingtonTrust.com

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 _____ 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? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$429,523,943.33 (plus fees, expenses and contingent and unliquidated amounts, including Applicable Premium)
\$ _____ 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.

**See Attached Addendum _____

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: **See Attached Addendum

Basis for perfection: **See Attached Addendum
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: \$ **See Attached Addendum
Amount of the claim that is secured: \$ **See Attached Addendum
Amount of the claim that is unsecured: \$ **See Attached Addendum

Amount necessary to cure any default as of the date of the petition: \$ **See Attached Addendum

Annual Interest Rate (when case was filed) 8.500 %
 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:
- 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.

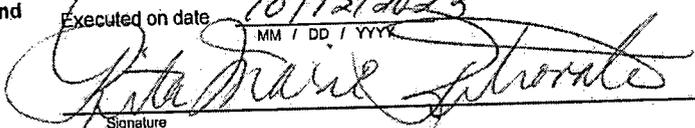
Check the appropriate box:

- 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 10/12/2023
MM / DD / YYYY

Signature

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

Name Rita Marie Ritrovato
First name Middle name Last name

Title Vice President

Company Wilmington Trust, National Association
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1100 North Market Street
Number Street

Wilmington DE 19890
City State ZIP Code County

Contact phone 302.636.5137 Email RRitrovato@WilmingtonTrust.com

ADDENDUM TO MASTER PROOF OF CLAIM

FILED BY

**WILMINGTON TRUST, NATIONAL ASSOCIATION
AS INDENTURE TRUSTEE, COLLATERAL AGENT,
REGISTRAR AND PAYING AGENT**

VOYAGER AVIATION HOLDINGS, LLC, AND VOYAGER FINANCE CO.

8.500% SENIOR SECURED NOTES DUE 2026

INDENTURE DATED AS OF MAY 9, 2021

I. CLAIMANT

1. The claimant is Wilmington Trust, National Association, as Trustee,¹ Collateral Agent, Registrar, and Paying Agent (“WTNA”) under the *Indenture* dated as of May 9, 2021 (the “**Base Indenture**”), by and among Voyager Aviation Holdings, LLC (the “**Company**”), Voyager Finance Co. (the “**Co-Issuer**” and, together with the Company, the “**Issuers**”), Cayenne Aviation LLC (“**Cayenne**”); Voyager Aircraft Leasing, LLC (“**Voyager Aircraft Leasing**”); Voyager Aviation Aircraft Leasing, LLC (“**Voyager Aviation Aircraft Leasing**”); Intrepid Aviation Leasing, LLC (“**Intrepid**”); DPM Investment LLC (“**DPM**”); and Voyager Aviation Management Ireland Designated Activity Company (“**VAMI**” and, together with Cayenne, Voyager Aircraft Leasing, Voyager Aviation Aircraft Leasing, Intrepid and DPM, the “**Guarantors**”² and, together

¹ Capitalized terms not otherwise defined in this notice shall have the meanings ascribed to such terms in the Indenture or the Security Agreement, as the context requires.

² Pursuant to the Indenture, each of the Guarantors, jointly and severally, irrevocably and unconditionally guaranteed, on a senior secured basis, to each Holder and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuers under the Indenture that: (1) the principal of, premium, if any, and interest on the Notes shall be promptly

with the Issuers, the “**Debtor Obligors**”), and WTNA, as supplemented by the *First Supplemental Indenture* dated as of October 21, 2021 (the “**First Supplemental Indenture**,” and together with the Base Indenture, and as may be further amended or supplemented, from time to time, the “**Indenture**”).

2. WTNA has offices at Rodney Square North, 1100 North Market Street, Wilmington, Delaware, 19890.

3. WTNA is authorized to file this master proof of claim (this “**Master Claim**”) pursuant to 11 U.S.C. § 501(a), Rule 3003(c)(1) of the Federal Rules of Bankruptcy Procedure, section 317(a) of the Trust Indenture Act, 15 U.S.C. § 77qqq(a)(2) (if applicable) and section 6.12 of the Base Indenture.

4. Rita Marie Ritrovato, Vice President, Institutional Client Services, Corporate Default Team of WTNA, is authorized to make this Master Claim on behalf of WTNA.

II. **BASIS FOR CLAIM**

5. Pursuant to the Indenture, on May 9, 2021, the Issuers issued \$162,708,000 in aggregate principal amount of 8.500% senior secured notes due May 9, 2026 (the “**Initial Notes**”). On October 21, 2021, the Issuers issued an additional \$250,000,000 of senior secured notes (the “**Additional Notes**” and, together with the Initial Notes, the “**Secured Notes**”). The Secured Notes are secured obligations of the Debtor Obligors, jointly and severally.

paid in full when due, whether at Stated Maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes and all other Obligations of the Issuers to any of the Secured Parties under the Indenture or under the Notes shall be promptly paid in full or performed, all in accordance with the terms of the Indenture; and (2) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment by the Issuers when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors agreed to be jointly and severally obligated to pay the same immediately. Each Guarantor agreed that its guarantee is a guarantee of payment and not a guarantee of collection.

III. MASTER PROOF OF CLAIM

6. WTNA, on behalf of itself and the Holders of the Secured Notes (collectively, the “**Secured Parties**”) files this Master Claim in the chapter 11 bankruptcy case of the Company, against the Debtor Obligors as permitted by paragraph 7(k) of the *Order (A) Establishing Bar Dates, (B) Establishing Procedures for Filing Proofs of Claim and Asserting Refund Claims, and (C) Approving the Form and Manner of Notice Thereof* [D.I. 243] (the “**Bar Date Order**”) and paragraph 26 of the *Final Order (I) Authorizing Debtors to Use Cash Collateral and (II) Granting Certain Protections to Prepetition Secured Parties* [D.I. 152] (the “**Final Cash Collateral Order**”). Pursuant to paragraph 7(k) of the Bar Date Order and paragraph 26 of the Final Cash Collateral Order, this Master Claim constitutes a proof of claim filed in the bankruptcy cases of each of the Debtor Obligors, as follows:

- a. the Company, Case No. 23-11177 (JPM);
- b. the Co-Issuer, Case No. 23-11194 (JPM);
- c. Cayenne, Case No. 23-11191 (JPM);
- d. Voyager Aircraft Leasing, Case No. 23-11197 (JPM);
- e. Voyager Aviation Aircraft Leasing, Case No. 23-11195 (JPM);
- f. Intrepid, Case No. 23-11196 (JPM); and
- g. DPM, Case No. 23-11193 (JPM).

IV. AMOUNT OF CLAIM

7. As of July 27, 2023 (the “**Petition Date**”), the Debtor Obligors were jointly and severally indebted to the Secured Parties in the amount of at least \$429,523,943.33, which includes (i) outstanding principal in the amount of \$412,208,000 as of the Petition Date; (ii) interest in the

amount of \$17,226,859.33 and (iii) WTNA's fees and expenses (including attorneys' fees and expenses), through September 30, 2023, in the approximate amount of \$89,084.³

8. Post-petition interest, fees and expenses continue to accrue.

9. The Issuers and the Guarantors may also be jointly and severally indebted to the Secured Parties for the amount of the Applicable Premium (and any other premium) due and owing under the Indenture.

10. WTNA also has and hereby asserts an indemnity claim in a contingent, unliquidated amount. The Debtor Obligors, jointly and severally, are obligated to indemnify WTNA and each of its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") for, and hold each of the Indemnified Parties harmless against, any and all loss, damage, claims, liability or expense (including attorneys' fees and expenses) incurred by the Indemnified Parties in connection with the acceptance or administration of the trust created under the Indenture and the performance of WTNA's duties under the Indenture and the Security Agreement, including the costs and expenses of enforcing the Indenture or the Security Agreement against the Debtor Obligors, including WTNA's rights to compensation and indemnity, or defending itself against any claim whether asserted by any Holder, any of the Debtor Obligors, or liability in connection with the acceptance, exercise or performance of any of its powers or duties under the Indenture, except to the extent any such loss, liability or expense may be attributable to WTNA's willful misconduct or negligence. The Debtor Obligors also have common law obligations to indemnify WTNA.

³ Fees and expenses continue to accrue. Pursuant to paragraph 3(a)(iii) of the Final Cash Collateral Order, as adequate protection, the Debtors are required to pay, among others, the fees and expenses of WTNA, including the fees and expenses of its counsel.

11. Pursuant to the Bar Date Order and the Final Cash Collateral Order, this Master Claim is to be treated as a separate claim filed and asserted against each of the Debtor Obligors in each of their respective bankruptcy cases.

V. SECURED STATUS OF CLAIM

12. Pursuant to the *Security Agreement* dated as of May 9, 2021, among the Debtor Obligors and Trustee, as Collateral Agent (the “**Security Agreement**”), the Debtor Obligors granted security interests to WTNA, for the benefit of the holders of the Secured Notes, to secure the prompt payment and performance of obligations in respect of the Secured Notes and the Indenture. The Secured Notes are secured by a first-priority lien (subject to certain exceptions) on, among other things, (i) substantially all assets of the Issuers and the Guarantors and (ii) the equity interests in each of the Guarantors and in all future direct and indirect subsidiaries of each of the Issuers. As of the filing of this Master Claim, the value of the Collateral has not been determined, but the actual secured and unsecured portions of this Master Claim may be determined by a Court order or otherwise. If it is determined that the value of the Collateral is less than the allowed amount of this Master Claim, any resulting deficiency is an unsecured claim.

VI. SUPPORTING DOCUMENTS

13. The documents supporting this Master Claim (collectively, the “Transaction Documents”) are quite voluminous and most of them are matters of public record and in the possession of the Debtor Obligors. As permitted by paragraph 26 of the Final Cash Collateral Order, WTNA does not attach the Transaction Documents but will provide them upon request.

14. The Transaction Documents are:

- a. the Base Indenture;
- b. the First Supplemental Indenture;
- h. the Security Agreement;

- i. all Global Notes or other Notes issued under the Indenture
- j. Note Guarantees;
- k. Invoice for fees and expenses of WTNA as of September 30, 2023, in the amount of \$5,000 (which continue to accrue); and
- l. invoice for fees and expenses as of September 30, 2023, from Reed Smith LLP (counsel to WTNA) in the amount of \$84,084 (which continue to accrue).

VII. CHARGING LIEN AND PRIORITY OF AMOUNTS DUE TO TRUSTEE

15. WTNA reserves its charging liens and priority of payment rights under the Transaction Documents.

16. All distributions on account of this Master Claim must be made through WTNA (or, at WTNA's election, at its direction) pursuant to Rule 3021 of the Federal Rules of Bankruptcy Procedure so that WTNA may exercise its charging lien and priority of payment rights in accordance with the Transaction Documents.

VIII. CREDITS AND SETOFF

17. This Master Claim is not subject to any setoffs, defenses, or counterclaims by the Debtor Obligors. To the extent, however, that any of the Debtor Obligors assert claims against any of the Secured Parties, WTNA reserves the right to assert that any such claims are subject to rights of setoff or recoupment.

IX. RESERVATION OF RIGHTS

18. WTNA reserves the right, for any reason, to amend, modify, supplement, restate, or withdraw this Master Claim in any manner, including without limitation, with respect to the amount, priority, or security of this Master Claim or the identity of the entities liable thereon. WTNA also reserves the right to seek payment of any portion of this Master Claim under 11 U.S.C. § 503(b) or otherwise.

19. Nothing in this Master Claim shall be deemed a waiver of any rights or remedies that any of the Secured Parties may have under the Transaction Documents, any other documents, or applicable law, or the benefit of subordination of any other claims. All such rights and remedies are expressly reserved.

20. The Secured Parties reserve all of their rights relating to any chapter 11 plan of reorganization or liquidation.

21. The filing of this Master Claim is not and shall not be deemed or construed as:

- a. a waiver of any of the Secured Parties' rights to file or otherwise assert any other claim against the Debtor Obligors or any of them, including an administrative claim under 11 U.S.C. § 503;
- b. a consent by any of the Secured Parties to the jurisdiction of the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") or any other court except for the determination of the amount and priority of this Master Claim;
- c. a consent by any of the Secured Parties to a jury trial in the Bankruptcy Court;
- d. a waiver or release of any of the Secured Parties' rights to have any and all final orders in any and all non-core matters or proceedings entered only after a *de novo* review by a United States District Court;
- e. a waiver of any of the Secured Parties' rights to move to withdraw the reference with respect to the subject matter of this Master Claim, any objection to this Master Claim, or any other proceeding that may be commenced in any of the bankruptcy cases of the Debtor Obligors or any of their affiliated debtors against or otherwise involving any of the Secured Parties; or
- f. an election of remedies.

X. NOTICES

22. All notices with respect to this Master Claim should be sent to:

WILMINGTON TRUST, NATIONAL ASSOCIATION
(as Indenture Trustee and Collateral Agent)
1100 North Market Street
Wilmington, DE 19890-1605
Attn: Rita Marie Ritrovato, Vice President

With copies to:

REED SMITH LLP
1201 North Market Street, Suite 1500
Wilmington, Delaware 19801
Attn: Kurt F. Gwynne, Esq. and Mark W. Eckard, Esq.