

Dennis F. Dunne  
Evan R. Fleck  
Alan Stone  
MILBANK LLP  
55 Hudson Yards  
New York, New York 10001  
Telephone: (212) 530-5000

Gregory Bray  
MILBANK LLP  
2029 Century Park East,  
33<sup>rd</sup> Floor  
Los Angeles, CA 90067  
Telephone: (424) 386-4000

*Counsel for Debtors and  
Debtors-In-Possession*

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

-----X	:	
In re:	:	Chapter 11
	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	Case No. 20-11133 (MG)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
-----X	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	
	:	
Plaintiffs.	:	
	:	
v.	:	
	:	Adv. Proc. 20-01194-mg
G4S SECURE SOLUTIONS	:	
INTERNATIONAL INC.,	:	
	:	
Defendant.	:	
-----X	:	

<sup>1</sup> The Debtors in these cases, and each Debtor's federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); AeroInversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaragüense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aéreo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



### **AMENDED COMPLAINT**

1. Plaintiffs, the debtors and debtors-in-possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) bring this action against G4S Secure Solutions International Inc. (“G4S”) and respectfully allege as follows:

### **NATURE OF THE ACTION**

2. The Debtors bring this action seeking entry of a judgment (i) declaring, pursuant to sections 105, 362(a) and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), that G4S has violated or willfully violated the automatic stay; (ii) enjoining G4S and its subsidiaries from facilitating, commencing, continuing, or acquiescing in, wherever located, any (x) judicial, administrative or other action or proceeding against the Debtors related to its alleged prepetition claims; (y) act to recover or collect on its alleged prepetition claims; and (z) act to seize or otherwise possess property of the Debtors’ estates; (iii) awarding the Debtors actual and punitive damages, including attorneys’ fees and costs incurred in connection with G4S’s violation of sections 362(a) and 365 of the Bankruptcy Code, and (iv) granting such other relief as this Court deems just and proper.

3. On May 10, 2020 (the “Petition Date”), each of the Debtors filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. On November 19, 2018, and before the Petition Date, the Debtors entered into a Facility Management Services Contract (as amended from time to time, the “Facility Agreement”) with G4S’s Ecuadorean subsidiary, G4S Facility Management Cia. Ltda (“G4S Ecuador”). Pursuant to the Facility Agreement, G4S Ecuador provided certain cleaning, repair, maintenance and fumigation services to the Debtors at various facilities in Ecuador. G4S Ecuador contends that certain amounts owed to it under the Facility Agreement were outstanding as of the Petition Date.

5. Following the Petition Date, and after the repeated provision of verbal and written notice regarding the existence of the automatic stay, G4S Ecuador made various attempts to collect on its prepetition claim. Among other things, G4S Ecuador has, in turn, unilaterally withheld performance under the Facility Agreement; terminated the Facility Agreement; instituted local mediation proceedings; and, threatened to formally institute litigation and seek attachment of the Debtors' bank accounts in Ecuador. With each such act, G4S Ecuador has expressly acknowledged its intent to recover amounts that allegedly became due and owing before the Petition Date.

6. The Debtors have diligently informed G4S Ecuador of the Bankruptcy Code's protections, but to no avail. As revealed in the privilege log provided by G4S during discovery, at the same time G4S Ecuador was in negotiations with the Debtors, it corresponded and consulted with both in-house and external counsel for G4S and G4S Latin America and Caribbean ("G4S LatAm"). Debtors do not know the substance of these communications because G4S has asserted the work product and attorney client privileges. However, given the continued violations of the automatic stay by G4S Ecuador, and considering the dates on which the Debtors received communications from G4S Ecuador refusing to honor the automatic stay vis-a-vis the dates of the communications between G4S Ecuador, G4S and its counsel in the privilege log, Debtors can only presume, and the Court should presume, that G4S advised its subsidiary, G4S Ecuador, to take such actions in violation of the automatic stay, or at a minimum did not prohibit or dissuade G4S Ecuador from taking such actions.

7. Even today, G4S and G4S Ecuador maintain their efforts to recover on the prepetition claim under the Facility Agreement. As such, the Debtors are now compelled to seek the assistance of this Court in safeguarding the property of their estates and enjoining G4S

and its subsidiaries from pursuing, assisting, or acquiescing in any further legal or collection-related activity against the Debtors during the pendency of these Chapter 11 Cases.

### **JURISDICTION AND VENUE**

8. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This adversary proceeding constitutes a core proceeding pursuant to 28 U.S.C. § 157(b).

9. Venue is proper pursuant to 28 U.S.C. § 1409(a).

10. Pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure, the Debtors consent to the entry of a final order or judgment by this court.

### **THE PARTIES**

11. Plaintiffs, the Debtors in these Chapter 11 Cases, are part of the second largest airline group in Latin America and the largest airline in the Republic of Colombia.

12. Upon information and belief, Defendant G4S is part of a multinational security and management services company.

13. G4S is incorporated in Florida and indirectly owns and controls, by way of a holding company, G4S Holding (Ecuador) SA, 100% of its Ecuadorean subsidiaries, G4S Ecuador and G4S Secure Solutions (Ecuador) Cia. Ltda.

### **FACTS**

14. The Debtors operate an extensive network of routes from their primary hubs in Bogotá and San Salvador (in addition to other focus markets) and, prior to the Petition Date, offered passenger services on more than 5,350 weekly flights to more than 76 destinations in 27 countries. With approximately 18,900 employees and approximately \$3.9 billion in annual

revenues, the Debtors played, prior to the COVID-19 pandemic, a key role in the Latin American airline market.

15. On March 20, 2020, the Republic of Colombia, consistent with what numerous other governments around the world have done, announced that it would close its airspace to address the spread of COVID-19. As a result of the restrictions imposed by the Colombian government, as well as similar measures in various other of the Debtors' primary markets, on March 24, 2020 the Debtors announced that they were suspending all scheduled passenger flights.

16. On May 10, 2020, the Petition Date, the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their properties and continue to operate and manage their businesses as debtors in possession pursuant to 11 U.S.C. §§ 1107 and 1108. The Debtors' cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Amended Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 73].

17. On May 12, 2020, the Court entered an *Order (I) Enforcing the Protections of 11 U.S.C. §§ 362, 365, 525 and 541(c); (II) Approving the Form and Manner of Notice; and (III) Granting Related Relief* [Docket No. 46] (the "Automatic Stay Order"), which restates and reinforces the protections afforded to debtors by sections 362 and 365 of the Bankruptcy Code.

18. In the ordinary course of business, the Debtors rely on an extensive network of vendors and suppliers, whose continued service is essential to the success of the Debtors' restructuring efforts and operations. G4S Ecuador was one such vendor. Pursuant to the Facility Agreement, G4S Ecuador provided cleaning, repair, maintenance and fumigation services, and

supplied cleaning and cafeteria items, to the Debtors at their ticket offices, administrative offices and certain other airport facilities in Ecuador.

19. G4S Ecuador's services were of particular importance to the Debtors, at a time where they were seeking to resume their operations in Ecuador. This initiative continues to represent a key component of the Debtors' early stage restructuring efforts and a crucial source of cash flows. Moreover, in light of COVID-19, the cleaning and maintenance services provided by G4S Ecuador implicate key public health concerns and are, in fact, required by certain Ecuadorian laws and regulations.

20. On May 12, 2020, two days after the Petition Date, G4S Ecuador notified certain Avianca employees of its intention to suspend performance under the Facility Agreement unless certain pre-petition amounts were paid in full.

21. Avianca promptly responded to these communications with a letter (the "First Notice") dated as of May 18, 2020, detailing the relevant effects of sections 362 and 365 of the Bankruptcy Code, and attaching the Automatic Stay Order. The First Notice was prepared by counsel in English and translated by Avianca into Spanish prior to delivery. A true and correct copy of the English language First Notice is attached hereto as **Exhibit A**.

22. On June 3, 2020, almost a month after the Petition Date, G4S Ecuador sent a "contract termination notice" to Avianca (the "Termination Notice"), which (i) acknowledges the Debtors' chapter 11 filing, (ii) details certain outstanding prepetition amounts owed to G4S Ecuador under the Facility Agreement, and (iii) purports to (x) terminate the Facility Agreement on 90-days' notice and (y) prior to such termination, suspend performance under the Facility Agreement, each on account of certain prepetition amounts outstanding. Importantly, the Termination Notice provides that services would not, in fact, be suspended if Avianca promptly

satisfied a portion of G4S Ecuador's alleged prepetition claim. Avianca further informed G4S Ecuador that although the Facility Agreement is governed by Ecuadorean law, G4S is a multinational company with presence in the United States such that it is subject to the Automatic Stay Order. A true and correct certified English translation of the Termination Notice is attached hereto as **Exhibit B**.

23. Six days after delivery of the Termination Notice, and following numerous good faith attempts by counsel and certain Avianca employees to resolve the dispute, Avianca delivered a second letter (the "Second Notice"), dated as of June 9, 2020. The Second Notice reiterates the automatic stay's broad protections and explicitly notifies G4S Ecuador of the need for its services in connection with Avianca's immediate resumption of operations in Ecuador. A true and correct copy of the Second Notice is attached hereto as **Exhibit C**.

24. On August 17, 2020, G4S produced to Debtors a privilege log that details email communications between counsel for G4S, G4S LatAm, and G4S Ecuador during the time period that the Debtors and G4S Ecuador were in negotiations regarding the amounts owed under the Facility Agreement. G4S has asserted privilege over these communications and is attempting to use the privilege as both a sword and a shield. Because Debtors have not seen the substance of these communications, they may only presume that G4S provided legal advice to G4S Ecuador and participated in and/or instructed it to take actions violative of the automatic stay.

25. The privilege log reveals that between May 28, 2020 and June 23, 2020, during the same time that G4S Ecuador and Debtors were in negotiations regarding the prepetition amounts owed to G4S Ecuador, and while Debtors consistently insisted the actions of G4S Ecuador violated the automatic stay, both in-house and external counsel for G4S corresponded with in-house counsel for G4S LatAm, G4S Secure Solutions (Ecuador) Cia. Ltda., and G4S Ecuador

regarding United States bankruptcy law with respect to the Avianca bankruptcy and the amounts owed by Debtors to G4S Ecuador.

26. Regional Counsel for G4S LatAm, Luis Mamari, was the primary contact during negotiations with the Debtors regarding the amounts owed under the Facility Agreement. The legal director for G4S Ecuador, Andres Ochoa, was in contact with Mamari, as well as Michael Hogsten, G4S's General Counsel for North America, and Fiona Walters, G4S's Executive Vice President and Chief Commercial Officer regarding the Avianca bankruptcy and the amounts owed by Debtors to G4S Ecuador under the Facility Agreement.

27. On May 28, 2020, the same day that G4S Ecuador confirmed it would not be reestablishing services under the Facility Agreement, Hogsten communicated via email with Ochoa and Sylvia Guerrero, a senior attorney at G4S LatAm, about legal advice regarding United States bankruptcy law with respect to the Debtors' bankruptcy.

28. On June 4, 2020, a day after the Debtors sent the First Notice to G4S Ecuador, a meeting was held between Milbank and Luis Mamari, in which it was agreed that G4S Ecuador would send a response to the First Notice. This response was never received. On the same day, Ochoa, Mamari, Guerrero, and Walters communicated regarding legal advice about amounts owed by Avianca to G4S Ecuador and issues raised by the Debtors' bankruptcy case.

29. On June 9, 2020, the same day that the Debtors sent the Second Notice to G4S Ecuador, there were multiple email communications between Mamari, Hogsten, Walters, Ochoa, and Guerrero regarding legal advice about amounts owed by Avianca to G4S Ecuador and United States bankruptcy law with respect to the Debtors' bankruptcy case. These individuals continued to communicate regarding the same issues between June 9 and June 23, 2020.



30. In spite of the First Notice and Second Notice, and with explicit knowledge of entry of the Automatic Stay Order and apparent advice from G4S regarding the implications of United States bankruptcy law and the extraterritorial effect of the automatic stay, G4S Ecuador continued to withhold performance under the Facility Agreement. As such, and in light of the then-imminent resumption of their Ecuadorian operations, the Debtors were compelled to secure an alternative services provider. As of June 15, 2020, the Debtors have resumed limited flight service in Ecuador.

31. On or about June 29, 2020 the Debtors were notified of G4S Ecuador's demand for a mediation hearing before the Center of Arbitration and Mediation of the Chamber of Commerce of Quito concerning its alleged prepetition claim.

32. On July 2 and 8, 2020, the Center of Arbitration and Mediation of the Chamber of Commerce of Quito conducted the requested mediation hearing in two separate sessions. At the hearing, G4S Ecuador threatened to formally commence litigation in Ecuador against the Debtors. In connection with such litigation, G4S Ecuador announced its intent to seek attachment of the Debtors' bank accounts in Ecuador.

**COUNT ONE**  
**(Willful Violation of Section 362(a) of the Bankruptcy Code)**

33. The Debtors repeat and reallege the allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

34. Section 362(a) of the Bankruptcy Code provides that "a petition filed under section 301, 302, or 303 of this title...operates as a stay, applicable to all entities, of:

(1) the commencement or continuation...of a judicial, administrative or other action or proceeding against the debtor that was or could have been commenced before the commencement of a case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;...(3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;...(6) any act to collect, assess, or

recover a claim against the debtor that arose before the commencement of the case under this title.” 11 U.S.C. 362(a).

35. All funds and contract rights owned or held by the Debtors constitute property of their estates pursuant to section 541 of the Bankruptcy Code.

36. Upon information and belief, G4S was aware of the First Notice, the Second Notice and the Automatic Stay Order.

37. Sections 362 and 365 of the Bankruptcy Code (which together require counterparties to continue to perform under existing contracts), and the Automatic Stay Order, are each clear and unambiguous.

38. Upon information and belief, G4S is, and at all relevant times has been, aware of the existence of the automatic stay.

39. Upon information and belief, G4S is, and at all relevant times has been, aware of the Debtors’ efforts to resume operations in Ecuador.

40. Upon information and belief, G4S provided both its Ecuadorian subsidiaries, G4S Secure Solutions (Ecuador) Cia. Ltda. and G4S Ecuador, with legal advice regarding United States bankruptcy law with respect to the Debtors and the amounts owed under the Facility Agreement, further establishing its intent to violate section 362(a) of the Bankruptcy Code and its participation in those violations.

41. G4S has control over G4S Ecuador. G4S’s intentional failure to instruct G4S Ecuador to continue to perform under the Facility Agreement constitutes a willful and deliberate violation of sections 362(a) and 365 of the Bankruptcy Code.

42. The automatic stay in section 362 of the Bankruptcy Code has extraterritorial effect and therefore applies to any actions taken against the Debtors by any of G4S’s international subsidiaries, including G4S Ecuador.

43. G4S's delivery of certain oral and written communications, by way of its subsidiary, threatening to suspend performance under the Facility Agreement if the Debtors do not satisfy the prepetition claims allegedly owing to G4S Ecuador, constitutes a willful and deliberate violation of section 362(a) of the Bankruptcy Code.

44. G4S's delivery of the Termination Notice, by way of its subsidiary, constitutes a willful and deliberate violation of sections 362(a) and 365 of the Bankruptcy Code.

45. G4S's participation in or acquiescence to G4S Ecuador's formal demand for a mediation hearing in Ecuador constitutes a willful and deliberate violation of section 362(a) of the Bankruptcy Code.

46. G4S's participation in or acquiescence to G4S Ecuador's issuance of an express threat to institute litigation against the Debtors constitutes a willful and deliberate violation of section 362(a) of the Bankruptcy Code.

47. G4S's participation in or acquiescence to G4S Ecuador's issuance of an express threat to attach certain bank accounts belonging to the Debtors constitutes a willful and deliberate violation of section 362(a) of the Bankruptcy Code.

48. G4S has acted with specific and general intent to violate sections 362 and 365 of the Bankruptcy Code.

49. The Debtors have suffered harm in being deprived of G4S's essential services during their attempt to resume operations in Ecuador.

50. The Debtors have suffered harm in devoting significant resources to defending their estates against G4S's ongoing collection attempts.

51. The Debtors are at risk of suffering additional harm resulting from G4S Ecuador's intention to institute formal litigation and to attach or freeze the Debtors' bank accounts in Ecuador.

52. G4S's violation of the automatic stay is clear and unambiguous.

53. G4S and its subsidiaries should be permanently enjoined from commencing or continuing any judicial, administrative or other action or proceeding against the Debtors related to its alleged prepetition claim.

54. G4S and its subsidiaries should be permanently enjoined from commencing or continuing any act to recover or collect on its alleged prepetition claim.

55. G4S and its subsidiaries should be permanently enjoined from commencing or continuing any act to seize, control or otherwise possess property of the Debtors' estate.

56. The Debtors are entitled to injunctive relief pursuant to Fed. R. Bankr. P. 7065 and Fed. R. Civ. P. 65.

57. The Debtors are entitled to recover from G4S actual damages, including costs and attorneys' fees, as well as punitive damages.

### **RELIEF REQUESTED**

**WHEREFORE** the Debtors respectfully request that the Court enter a judgment: (i) declaring, pursuant to sections 362(a) and 365 of the Bankruptcy Code, that G4S, through its international subsidiaries, has violated or willfully violated the automatic stay; (ii) enjoining G4S and its subsidiaries from commencing or continuing, wherever located, any (x) judicial, administrative or other action or proceeding against the Debtors related to its alleged prepetition claims; (y) act to recover or collect on its alleged prepetition claims; and (z) act to seize, control or otherwise possess property of the Debtors' estates; (iii) awarding the Debtors actual and punitive

damages, including attorneys' fees and costs incurred in connection with G4S's violation of sections 362(a) and 365 of the Bankruptcy Code, and (iv) granting such other relief as this Court deems just and proper.

Dated: September 8, 2020

**MILBANK LLP**

/s/ Evan R. Fleck

Dennis F. Dunne

Evan R. Fleck

Alan Stone

55 Hudson Yards

New York, NY 10001-2163

Telephone: (212) 530-5000

Facsimile: (212) 530-5219

-and-

Gregory A. Bray

2029 Century Park East, 33<sup>rd</sup> Floor

Los Angeles, CA 90067

Telephone: (424) 386-4000

Facsimile: (213) 629-5063

*Counsel for Debtors and  
Debtors-In-Possession*

**Exhibit A**

**First Notice**

# Milbank

**ALAN STONE**

*Partner*

55 Hudson Yards | New York, NY 10001-2163

T: 212.530.5285

[astone@milbank.com](mailto:astone@milbank.com) | [milbank.com](http://milbank.com)

May 18, 2020

**VIA EMAIL**

Esteban Ortiz  
Administrative Coordinator  
G4S FACILITY MANAGEMENT CIA. LTDA.  
[Esteban.ortiz@ec.g4s.com](mailto:Esteban.ortiz@ec.g4s.com)

Andres Ochoa  
[andres.ochoa@ec.g4s.com](mailto:andres.ochoa@ec.g4s.com)

Re: Agreement for Providing Facility Management Services in Ecuador No. 193. In re Avianca Holdings S.A., *et al.*, Case No. 20-11133 (Bankr. S.D.N.Y.)

We are in receipt of your email dated May 12, 2020 regarding the suspension of services under the Agreement for Providing Facility Management Services in Ecuador No. 193.

Please be advised that we are counsel to Avianca Holdings S.A. and certain of its affiliates set forth on **Exhibit A** hereto (collectively, the “Debtors”). On May 10, 2020, the Debtors commenced chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Chapter 11 Cases are being jointly administered for procedural purposes only under Case No. 20-11133. All further pleadings and other papers shall be filed in, and all further docket entries shall be made in, Case No. 20-11133.

Upon the filing of a chapter 11 case, a self-effectuating stay and injunction (the “Automatic Stay”) immediately comes into effect, which prohibits and invalidates a wide range of activity related to the Debtors. On May 11, 2020, out of an abundance of caution, the Debtors sought, and the Bankruptcy Court entered, an Order reiterating the protections of the Automatic

MILBANK LLP

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Stay and approving a form of notice (the “Notice”) related thereto. The Notice is attached to this letter as **Exhibit B**.

In accordance with the Automatic Stay, and otherwise pursuant to sections 362 and 365 of the Bankruptcy Code, all persons are enjoined from terminating or modifying any contract with the Debtors, notwithstanding any provision or applicable law that permits such contract to be terminated based upon the insolvency or financial condition of the Debtors. Moreover, in accordance with the Supreme Court of the United States’ decision in *N.L.R.B. v. Bildisco & Bildisco*, and its progeny, each contract counterparty is precluded from enforcing the terms of such contract against the Debtors unless and until it has been formally assumed. The effect of these authorities is such that all parties must continue to perform and comply with contractual obligations owed to the Debtors throughout the pendency of these Chapter 11 Cases unless instructed otherwise.

The Automatic Stay also prohibits, among other things, (i) commencing or continuing certain litigation or other judicial or administrative proceedings against a Debtor, (ii) creating or enforcing a lien against the Debtors’ property, (iii) any attempt to take possession of or exercise control over any of the Debtors’ assets or property, of any nature whatsoever, located anywhere in the world, and (iv) any other action to enforce or collect pre-bankruptcy claims against the Debtors. The Automatic Stay is extremely broad in scope, applies to almost any type of formal or informal action taken against any Debtor or its property, and stays all such activity throughout the world.

As further detailed in the Notice, any violation of section 362 or 365 of the Bankruptcy Code is punishable as contempt of court and the Debtors hereby reserve their rights to exercise all rights and remedies in connection therewith. Please govern yourself accordingly.

Please contact me if you have any questions.

Sincerely,

/s/ Alan Stone

Alan Stone

Encl.



**Exhibit A**

1. Aero Transporte de Carga Unión, S.A. de C.V.
2. Aeroinversiones de Honduras, S.A.
3. Aerovías del Continente Americano S.A. Avianca
4. Airlease Holdings One Ltd.
5. America Central (Canada) Corp.
6. America Central Corp.
7. AV International Holdco S.A.
8. AV International Holdings S.A.
9. AV International Investments S.A.
10. AV International Ventures S.A.
11. AV Investments One Colombia S.A.S.
12. AV Investments Two Colombia S.A.S.
13. AV Taca International Holdco S.A.
14. Avianca Costa Rica S.A.
15. Avianca Holdings S.A.
16. Avianca Leasing, LLC
17. Avianca, Inc.
18. Avianca-Ecuador S.A.
19. Aviaservicios, S.A.
20. Aviateca, S.A.
21. Avifreight Holding Mexico, S.A.P.I. de C.V.
22. C.R. Int'l Enterprises, Inc.
23. Grupo Taca Holdings Limited
24. International Trade Marks Agency Inc.
25. Inversiones del Caribe, S.A.
26. Isleña de Inversiones, S.A. de C.V.
27. Latin Airways Corp.
28. Latin Logistics, LLC
29. Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.)
30. Regional Express Américas S.A.S.
31. Ronair N.V.
32. Servicio Terrestre, Aereo y Rampa S.A.
33. Servicios Aeroportuarios Integrados SAI S.A.S.
34. Taca de Honduras, S.A. de C.V.
35. Taca de México, S.A.
36. Taca International Airlines S.A.
37. Taca S.A.
38. Tampa Cargo S.A.S.
39. Technical and Training Services, S.A. de C.V.

**Exhibit B**

*[Omitted]*

**Exhibit B**

**Termination Notice**



Quito-Ecuador  
General Roca N33-92 & Bosmediano,  
Tel: 2260016 / 6020433 / 6000175  
www.g4s.ec

On the basis of the principles of the Electronic Commerce Act, this official notification is likewise sent to the email addresses:  
[patricia.chiriboga@avianca.com](mailto:patricia.chiriboga@avianca.com) and [diego.uquillas@avianca.com](mailto:diego.uquillas@avianca.com)

Quito D.M., 03 June 2020  
Document No. 027-legalg4s-2020

Dr  
Patricia Chiriboga  
**General Manager**  
**AVIANCA ECUADOR S.A.**  
Quito.

Mr  
Diego Uquillas  
**Maintenance Inspector**  
**AVIANCA ECUADOR S.A.**  
Quito.

Re: Contract Termination Notification

Dear Patricia,

On May 18, 2020, I received from the Strategic Supply Manager Mr Juan Guillermo Alzate, an email stating that Avianca has voluntarily filed for Chapter 11 under the United States Bankruptcy Code. The aforementioned document confirms various aspects for information purposes, although no indication is given with regard to the payments pending for our services as detailed below:

AVIANCA ECUADOR S.A.		
Billing Month	Value	Due at 90 days
January/2020	\$28,519.56	April 14
February/2020	\$36,596.77	May 14
March/2020	\$29,892.28	June 6
April/2020	\$26,970.30	July 15
<b>TOTAL</b>	<b>\$121,978.91</b>	

Although we regret and are sympathetic towards the situation being experienced by such a prominent airline as Avianca, we must also look after the interests of G4S

Facility Management Compañía Limitada, since as may be seen, we have unpaid services dating back to January 2020.

We respect the American processes and laws with regard to Chapter 11, but as agreed in the FACILITY MANAGEMENT SERVICES CONTRACT that we signed jointly on November 19, 2018, and which, by the way, constitutes the "Law for the Parties", we freely and voluntarily agreed as to the parameters governing this provision, and even the applicable jurisdiction. Therefore, on the basis of Clause 15(b), we hereby formally serve 90 days' notice of termination of the contract.

With regard to the services we have been providing, and given the payment default which has occurred, we avail ourselves of paragraph five of Clause Five, which provides and entitles us to suspend these services, notwithstanding the late-payment interest surcharge. This suspension of services will take effect on June 15, 2020, unless prior to the stated date the overdue payments corresponding to the invoices issued in January and February 2020 are settled, amounting to **USD 65,116.33**, in which case we would continue to provide our services until the date of termination of the contract, subject to further suspensions in the event of non-fulfillment of payments as they fall due.

We confirm our willingness to provide the services enabling you to continue your operations, but this is unsustainable without the basic cash flow required to cover the costs of the Project. It should also be borne in mind that under local legislation, our services are governed under the principles of Constitutional Mandate No. 8, establishing principles of co-responsibility even in the case of labor rights.

This notice of suspension of services and termination of the contract is served without prejudice - if necessary - to the commencement of other actions inherent in the recovery of the overdue payments, and other rights which we enjoy.

Yours sincerely,

Mr Andrés Ochoa C. (Lawyer)  
**General Manager**  
**G4S FACILITY MANAGEMENT COMPAÑÍA LIMITADA**



Ubiquitous Reporting, Inc.  
61 Broadway, Ste 1400  
New York, NY 10006  
Tel.: (212) 346.6666  
Fax: (888) 412.3655

STATE OF NEW YORK     )  
                                      )     ss  
COUNTY OF NEW YORK    )

**CERTIFICATE OF TRANSLATION**

This is to certify that the accompanying, to the best of my knowledge and belief, is a true and accurate translation into English, completed on July 13, 2020 of “G4S Termination Notice” originally written in Spanish.

*Patrick Volpe*

\_\_\_\_\_  
Patrick Volpe  
Director of Production  
Ubiquitous Reporting, Inc.

Sworn to and subscribed before me,  
This July 13, 2020.

*Steven J. Albert*

\_\_\_\_\_  
Notary Public

STEVEN J. ALBERT Notary Public New York County State of New York Commission Expires 1/31/2023
---

**Exhibit C**

**Second Notice**

# Milbank

**ALAN STONE**

*Partner*

55 Hudson Yards | New York, NY 10001-2163

T: 212.530.5285

astone@milbank.com | milbank.com

June 9, 2020

**VIA EMAIL**

Esteban Ortiz

Coordinador Administrativo

G4S FACILITY MANAGEMENT CIA. LTDA.

[Esteban.ortiz@ec.g4s.com](mailto:Esteban.ortiz@ec.g4s.com)

Andrés Ochoa

[andres.ochoa@ec.g4s.com](mailto:andres.ochoa@ec.g4s.com)

Re: Contrato de Prestación de Servicios de Facility Management (the “Services Agreement”)- In re Avianca Holdings S.A., *et al.*, Case No. 20-11133 (Bankr. S.D.N.Y.)

Dear Sirs,

We are in receipt on your letter dated May 12, 2020 and have responded by formally advising you of the breadth and effect of the Automatic Stay, which prohibits, among other things, the termination of a contractual relationship with any debtor entity or the modification of the contractual terms in force. Nonetheless, we received your letter dated June 3, 2020, where G4S insists on (i) unilaterally terminating the Services Agreement, and (ii) suspending the services effective June 15, 2020.

As a response, we had a conversation on June 3, 2020 with your Regional General Counsel, where we insisted on the applicability of the Automatic Stay and urged G4S to honor the terms of the Services Agreement. We also noted that even if the Services Agreement is governed by the laws of Ecuador, G4S is a multinational company with presence in the US that is subject to the Automatic Stay.

MILBANK LLP

NEW YORK | LOS ANGELES | WASHINGTON, D.C. | SÃO PAULO | FRANKFURT  
LONDON | MUNICH | BEIJING | HONG KONG | SEOUL | SINGAPORE | TOKYO



However, G4S has failed to formally respond and has also continued to fail to abide by the contractual terms of the Services Agreement currently in place. As you are aware, Avianca will restart operations in Ecuador on June 15, 2020, for which the contractual services of G4S are necessary from June 8, 2020 at the latest.

In light of the urgency of this matter and your failure to comply with applicable U.S. law, we are writing to again reiterate our position that the Automatic Stay applies to G4S, and to express an intention to pursue a motion for civil contempt if G4S remains unwilling to promptly fulfill its contractual obligations. Please take notice that the reliability of restarting Avianca's operation in Ecuador may be substantially affected by your position.

Lastly, please note the Avianca values its relationship with G4S and intends to honor all monetary and non-monetary contractual obligations owed to G4S throughout these chapter 11 cases. Indeed, to the extent G4S holds up its end of the bargain and does not otherwise seek to improperly modify the terms of its agreement, the debtors are obligated to, in turn, comply with all of its own contractual obligations, including any and all payment obligations.

The debtors will continue to perform under their contracts with G4S, and strongly urge G4S to do the same.

I encourage you to have your lawyers contact me at the phone number provided herein to discuss an amicable resolution.

Sincerely,

/s/ Alan Stone

Alan Stone