

**Hearing Date and Time: July 15, 2020 at 10:00 a.m. (ET)**  
**Objection Deadline: July 8, 2020 at 4:00 p.m. (ET)**

**MORRISON & FOERSTER LLP**

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*Proposed Counsel to the Official Committee of Unsecured Creditors*

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

In re:

AVIANCA HOLDINGS S.A., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-11133 (MG)

(Jointly Administered)

**NOTICE OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF  
AVIANCA HOLDINGS S.A.'S APPLICATION FOR ENTRY OF ORDER  
AUTHORIZING EMPLOYMENT AND RETENTION OF ALTON AVIATION  
CONSULTANCY LLC *NUNC PRO TUNC* TO MAY 27, 2020**

**PLEASE TAKE NOTICE** that a hearing will be held at **10:00 a.m. (prevailing Eastern**

<sup>1</sup> The Debtors in these chapter 11 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 Union, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovias 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); Isle & de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviacion, Sociedad Anonima (Nica, S.A.) (N/A); Regional Express Americas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo 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 Mexico, 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 Bogota, Colombia.



**Time) on July 15, 2020** (the “Hearing”) before the Honorable Martin Glenn, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 (the “Court”) to consider *The Official Committee Of Unsecured Creditors Of Avianca Holdings S.A.’s Application For Entry Of Order Authorizing Employment And Retention Of Alton Aviation Consultancy LLC Nunc Pro Tunc To May 27, 2020* (the “Application”).

**PLEASE TAKE FURTHER NOTICE** that, in accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically through CourtSolutions LLC ([www.court-solutions.com](http://www.court-solutions.com)). Instructions to register for CourtSolutions LLC are attached to General Order M-543. Any objections or responses to the relief requested in the Application shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the Case Management Order; (c) be filed electronically with this Court on the docket of *In re Avianca Holdings S.A.*, Case 20-11133 (MG) by registered users of this Court’s electronic filing system and in accordance with the General Order M-399 (which is available on this Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served so as to be actually received by **July 8, 2020 at 4:00 p.m., prevailing Eastern Time**, by: (i) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (ii) the Debtors, c/o Avianca Holdings S.A., Avenida Calle 26 # 59n – 15 Bogotá, Colombia (Attn: Richard Galindo); (iii) Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan R. Fleck, Esq. and Gregory A. Bray,

Esq.), proposed counsel for the Debtors; (iv) William K. Harrington, United States Department of Justice, Office of the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014 (Attn: Brian Masumoto, Esq. and Greg Zipes, Esq.); (v) the Securities and Exchange Commission, 100 F Street, N.E., Washington, D.C. 20549; (vi) the Federal Aviation Administration, 800 Independence Ave., S.W. Washington, DC 20591 (Attn: Office of the Chief Counsel); (vii) Morrison & Foerster LLP, 250 West 55th Street New York, New York 10019 (Attn: Brett H. Miller, Esq., Todd M. Goren, Esq., and Erica J. Richards, Esq.), proposed counsel for the Official Committee of Unsecured Creditors; and (viii) Alton Aviation Consultancy LLC (Attn: John Mowry, Jonathan Berger, and Leah Ryan, Managing Directors) 110 West 40th Street, Suite 505, New York, New York 10018.

**PLEASE TAKE FURTHER NOTICE** that copies of the Application and other pleadings for subsequent hearings may be obtained free of charge by visiting the KCC website at <http://www.kccllc.net/avianca>. You may also obtain copies of any pleadings by visiting <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

**PLEASE TAKE FURTHER NOTICE that your rights may be affected. You should read the Application carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult with one.**

**PLEASE TAKE FURTHER NOTICE** that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing.

**PLEASE TAKE FURTHER NOTICE** that you need not appear at the Hearing if you do not object to the relief requested in the Application.

**PLEASE TAKE FURTHER NOTICE** that if you do not want the Court to grant the relief requested in the Application, or if you want the Court to consider your view on the Application, then you or your attorney must attend the Hearing. If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Application and may enter orders granting the relief requested in the Application with no further notice or opportunity to be heard.

Dated: New York, New York  
June \_\_, 2020

**MORRISON & FOERSTER LLP**

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*Proposed Counsel to the  
Official Committee of Unsecured Creditors*

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

In re:

AVIANCA HOLDINGS S.A., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-11133 (MG)

(Jointly Administered)

**THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' APPLICATION FOR  
ENTRY OF ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF  
ALTON AVIATION CONSULTANCY LLC *NUNC PRO TUNC* TO MAY 27, 2020**

The Official Committee of Unsecured Creditors of Avianca Holdings S.A. (the "Committee") hereby files this application (the "Application") for entry of an order substantially

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<sup>1</sup> The Debtors in these chapter 11 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 Union, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovias 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); Isle & de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviacion, Sociedad Anonima (Nica, S.A.) (N/A); Regional Express Americas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo 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 Mexico, 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 Bogota, Colombia.

in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to 328(a) and 1103 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), authorizing the employment and Retention of Alton Aviation Consultancy LLC and its wholly owned subsidiaries (“Alton”),<sup>2</sup> to perform specialized aviation advisory services, *nunc pro tunc* to May 27, 2020, in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) of Avianca Holdings S.A. and its above-captioned affiliates, as debtors and debtors in possession (collectively, the “Debtors”). In support of this Application, the Committee submits the declaration of John Mowry (the “Mowry Declaration”) attached hereto as **Exhibit B**, as well as the Alton engagement letter (the “Engagement Letter”) attached hereto as **Exhibit C**, and respectfully states as follows:

## **I. JURISDICTION.**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. The Committee confirms its consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the

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<sup>2</sup> Services under this engagement may be performed by employees of Alton Aviation Consultancy LLC and each of the following wholly owned subsidiaries: Alton Aviation Consultancy (Hong Kong) Limited; Alton Aviation Consultancy Japan Kabushiki Gaisha; Alton Aviation Consultancy Singapore Private Limited, De Shi International Aviation Consulting (Beijing) Limited Company; and Alton Aviation Consultancy Ireland Limited.

United States Constitution. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 328(a) and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1.

## **II. BACKGROUND.**

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

5. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors’ Chapter 11 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]. On May 22, 2020, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the Committee. See *Notice of Appointment of Official Committee of Unsecured Creditors* [Docket No. 154]. On May 27, 2020, the Committee chose Alton as its aviation advisor. No trustee or examiner has been appointed in these Chapter 11 Cases.

## **III. RELIEF REQUESTED**

6. By this Application, the Committee seeks entry of an order authorizing the employment and retention of Alton to perform specialized aviation financial advisory services for the Committee, *nunc pro tunc*, to May 27, 2020, in accordance with the provisions of the Engagement Letter, this Application, and the proposed Order submitted herewith.

**IV. ALTON'S PROFESSIONAL BACKGROUND AND QUALIFICATIONS.**

7. Alton is a specialized aviation consulting firm that is highly experienced in providing trusted counsel and advisory support to the world's leading aviation and aerospace companies, investors, and other industry participants. The Committee has selected Alton to perform specialized aviation financial advisory services because Alton brings deep domain expertise and hands-on collaboration to clients across commercial, financial, and technical disciplines, in key industry sectors including (a) aircraft leasing and financial advisory, (b) airlines, (c) aviation and aerospace investors, (d) maintenance, repair, and overhaul ("MRO") and aftermarket, (d) business and general aviation, as well as rotary wing, (e) aerospace manufacturers and suppliers, (f) airports, and (g) specialty projects. The Committee requires assistance in collecting and analyzing financial and other information in relation to these Chapter 11 Cases that pertains to complex issues specific to commercial airlines. The professionals at Alton have extensive experience working on complex airline business and financial restructurings both in and out of bankruptcy. Typical projects for Alton include strategy and business plan development, operational performance improvement, and transaction support. Alton's clients include airlines, manufacturers, MRO and aftermarket service providers, lessors, and the broader financial and investment community.

8. Alton's global footprint and unparalleled relationship network span the aviation industry. Alton has offices in New York, Dublin, Hong Kong, Beijing, Singapore, and Tokyo. Alton's extensive experience in both emerging and developed markets gives Alton a broad perspective and a well-rounded understanding of the industry from a global, regional, and local perspective. Alton has global experience in strategy, operations, finance, and implementation.



**V. SERVICES TO BE PROVIDED.**

9. The Committee has requested that Alton render the following professional services, among others (the “Services”):

- a. In light of current market conditions, assessment as to future demand recovery scenarios and the likely impact of such scenarios;
- b. Operational assessment, including operating plan diligence with projections/assumptions; cost structure; market and traffic forecast; benchmarking performance metrics to other similarly positioned airlines;
- c. Evaluate future strategic positioning relative to main competitors;
- d. Provide assessment of near-term cash required to support business plan and feasibility of medium-to longer-term financial projections;
- e. Fleet analysis, review of fleet plan, order book considerations;
- f. Analysis of claims arising from rejection or abandonment of aircraft leases;
- g. Assistance with identifying and implementing aircraft redeployment opportunities and/or asset divestitures;
- h. Analysis of fleet maintenance conditions, maintenance forecast and heavy maintenance contracts;
- i. Analysis of assumption and rejection issues regarding maintenance contracts and other executory contracts and leases;
- j. Assess and monitor competitor and market performance;
- k. Assess and monitor operational performance, including provision of flash reports to Committee; and
- l. Other Services as mutually agreed between the Committee and Alton.

10. The services of Alton are appropriate and necessary to enable the Committee to faithfully execute its duties and to implement the restructuring and reorganization of the Debtors.

11. The Committee may, from time to time, request that Alton undertake specific matters beyond the scope of the services described above. Should Alton agree, in its sole

discretion, to undertake any such specific matter, the Committee requests the authority to employ Alton for any such matter without further order of this Court.

**VI. ALTON'S DISINTERESTEDNESS.**

12. Alton has informed the Committee that, as of the date hereof, except as set forth in the Mowry Declaration: (a) Alton has no connection with the Debtors, their creditors, equity security holders or other parties in interest in these Chapter 11 Cases; (b) Alton does not hold or represent any entity having an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders; and (c) Alton: (i) is not a creditor, equity security holder or an insider of the Debtors and (ii) is not or was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Alton professionals expected to assist the Committee in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

13. Alton will continue to monitor its records to ensure that no conflicts or other disqualifying circumstances exist. If any new relevant facts or relationships are discovered or arise, the Committee will file a supplemental notice as required by Bankruptcy Rule 2014(a).

14. Alton has agreed not to share with any persons or firm the compensation to be paid for professional services rendered in connection with the Chapter 11 Cases.

15. Based on the foregoing, the Committee believes that Alton is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

**VII. PROPOSED COMPENSATION.**

16. During the pendency of these Chapter 11 Cases, Alton will apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses

in accordance with sections 330(a) and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Interim Compensation Order, and any other applicable procedures and orders of the Court consistent with the proposed compensation arrangement set forth in the Engagement Letter.

17. Subject to the Court's approval, Alton will be compensated at hourly rates based on the particular professional's level of experience and will be reimbursed for its actual and necessary expenses incurred in connection with rendering its services to the Committee. At present, the hourly rates to be charged by Alton are as follows:

<b>Billing Category</b>	<b>U.S. Dollar Amount</b>
Managing Director	\$1,025
Director	\$800
Engagement Manager	\$675
Senior Associate	\$510
Associate	\$350

18. The Committee and the Debtors understand that these hourly rates are subject to annual and customary firm-wide adjustments in the ordinary course of Alton's business. The Committee and the Debtors also understand that Alton's rate structure proposed for these Chapter 11 Cases is designed to be consistent with the fees that Alton charges other comparable clients.

19. In addition to any fees that may be paid to Alton, except as modified by the order, the Debtors shall reimburse Alton for all out-of-pocket expenses (including reasonable fees and expenses of its counsel) incurred in connection with its engagement by the Committee.

20. Alton will maintain detailed, contemporaneous time records in one-tenth hour increments and documentation of any necessary expenses incurred in connection with rendering its legal services.

### **VIII. INDEMNIFICATION.**

21. As part of the compensation structure described above, the Engagement Letter provides that the Debtors will indemnify and hold harmless Alton and its affiliates, and each of their respective officers, directors, managers, members, partners, employees, and agents, and any other persons controlling Alton or any of its affiliates and their successors and permitted assigns (collectively, the “Indemnified Persons”), to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third-party subpoenas, damages, costs, and expenses (an “Action”), whether or not resulting from an Indemnified Person’s negligence (“Losses”); provided, however, that the Debtors shall not be responsible for any Losses that arise out of or are based on any action of or failure to act by Alton to the extent such Losses are determined, by a final, non-appealable judgment by a court, to have resulted solely from Alton’s gross negligence or willful misconduct (other than an action or failure to act undertaken at the request or with the consent of the Debtors or the Committee) (the “Excluded Losses”).

22. In the event that an Indemnified Person seeks reimbursement from the Debtors for reasonable attorneys’ fees in connection with a request by the Indemnified Person for payment of indemnity, the invoices and supporting time records from such attorneys shall be included in Alton’s own application (both interim and final) and such invoices and time records shall be subject to the Fee Guidelines and the approval of the Court under standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under sections 327 or 1103 of the Bankruptcy Code and without regard to whether such attorneys’ services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

**IX. NO DUPLICATION OF SERVICES.**

23. The Committee has carefully considered the professional services that it will require in these chapter 11 cases. Subject to the Court's approval, the Committee, Alton, and each of Alvarez & Marsal North America, LLC ("A&M") and Jefferies LLC ("Jefferies"), in their roles as the Committee's other proposed advisors, have agreed to a division of labor, as set forth in **Exhibit D** attached hereto (the "Division of Labor"), to ensure there is no duplication of services rendered on behalf of the Committee by its professional advisors. The Committee crafted the Division of Labor to ensure that the services provided by Alton and each of its other proposed advisors are not duplicative and are provided in an efficient and cost-effective manner. Alton will carry out unique functions on the Committee's behalf in these Chapter 11 Cases, as set forth in the Division of Labor, and will use reasonable efforts to coordinate with the Committee and the other professionals retained in these Chapter 11 Cases to comply with the Division of Labor and to avoid any unnecessary duplication of services. The Committee will closely monitor the services provided by Alton and each of its other professionals to ensure that those services are consistent with the Division of Labor. To the extent the Committee determines to assign Alton to perform additional services that may be necessary and proper in these cases but that differ materially from the Division of Labor, the Committee will file a supplemental notice, in accordance with Bankruptcy Rule 2014, disclosing both the nature of its expanded employment and the reasons supporting its additional duties and responsibilities.

**X. NO PREVIOUS REQUEST.**

24. No prior application for the relief requested herein has been made by the Debtors or the Committee to this or any other court.

**XI. NOTICE.**

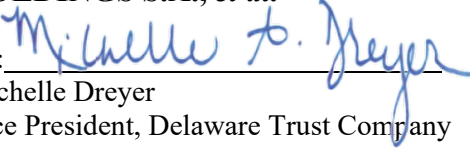
25. Notice of this Application will be provided in accordance with the procedures set forth in the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 47]. The Committee respectfully submits that no further notice is required.

**XII. CONCLUSION.**

**WHEREFORE**, the Committee respectfully requests entry of an order substantially in the form attached hereto as **Exhibit A**: (i) authorizing the Committee's employment and retention of Alton effective as of May 27, 2020 in accordance with the terms of the Engagement Letter, including Alton's normal hourly rates in effect at the time services are rendered and normal reimbursement policies, and (ii) granting such further relief as is otherwise necessary or appropriate.

Dated: June 30, 2020

**THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF AVIANCA  
HOLDINGS S.A., *et al.***

By:   
Michelle Dreier  
Vice President, Delaware Trust Company  
Co-Chair of the Committee



**Exhibit A**

**Proposed Order**



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

In re:

AVIANCA HOLDINGS S.A., *et al.*,<sup>4</sup>

Debtors.

Chapter 11

Case No. 20-11133 (MG)

(Jointly Administered)

**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS' EMPLOYMENT AND RETENTION OF  
ALTON AVIATION CONSULTANCY LLC *NUNC PRO TUNC* TO MAY 27, 2020**

Upon the application (the "Application")<sup>5</sup> of the Official Committee of Unsecured Creditors of Avianca Holdings S.A. (the "Committee") for entry of an order, pursuant to sections 328(a) and 1103 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules"), authorizing the employment and Retention of Alton Aviation Consultancy LLC and its wholly owned subsidiaries ("Alton")<sup>6</sup>, *nunc*

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<sup>4</sup> The Debtors in these chapter 11 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 Union, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovias 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); Isle& de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviacion, Sociedad Anonima (Nica, S.A.) (N/A); Regional Express Americas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo 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 Mexico, 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 Bogota, Colombia.

<sup>5</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them.

<sup>6</sup> The retention under this order shall include Alton Aviation Consultancy LLC and each of the following wholly owned subsidiaries: Alton Aviation Consultancy (Hong Kong) Limited; Alton Aviation Consultancy Japan Kabushiki Gaisha; Alton Aviation Consultancy Singapore Private Limited, De Shi International Aviation Consulting (Beijing) Limited Company; and Alton Aviation Consultancy Ireland Limited.

*pro tunc* to May 27, 2020 in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) of Avianca Holdings S.A. and its above-captioned affiliates, as debtors and debtors in possession (collectively, the “Debtors”), and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been given; and the Court having found that no other or further notice is needed or necessary; and the Court having found, based on the representations made in the Mowry Declaration, that Alton (i) does not hold or represent any interest adverse to the Debtors’ estates, and (ii) is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having reviewed the Application and the Declarations and having heard statements in support of the Application at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish good cause for the relief granted herein; and the relief requested in the Application being in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and any objections to the relief requested in the Application having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor,

It is hereby **ORDERED** that:

1. The Application is granted and approved as modified herein *nunc pro tunc* to May 27, 2020.
2. Pursuant to sections 328(a) and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, the Committee is hereby

authorized to employ and retain Alton in these Chapter 11 Cases, as contemplated by the Application.

3. Alton shall be compensated and reimbursed subject to sections 330 and 331 of the Bankruptcy Code in accordance with the terms of the Application and the Engagement Letter, and will file, interim and final fee applications for allowance of its compensation and expenses and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further order of the Court.

4. Prior to any increases in Alton's hourly rates, Alton shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Debtors, the United States Trustee, and the Committee, which supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors and Committee have consented to such rate increases. The United States Trustee retains all rights to object to any rate increase on all grounds, including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court.

5. Alton's fees shall not exceed \$200,000 per month (the "Monthly Cap"), effective as of May 27, 2020 (prorated for the month of May); provided however, that the Monthly Cap shall not apply to fees incurred in the preparation of a report for which expert testimony is offered by Alton or for related testimony by Alton; provided, further, that Alton may carry forward any monthly variance—whether positive or negative—between the Monthly Cap and its actual fees for such month and apply such variance to later month(s). Further, should circumstances change during the pendency of the chapter 11 such that Alton and the Committee deem the Monthly Cap to be inadequate, they shall negotiate an appropriate increase which shall be effective only upon

approval by the Bankruptcy Court (subject to the rights of any party in interest to object to such increase).

6. Notwithstanding anything in the Application to the contrary, to the extent that Alton uses the services of independent contractors, subcontractors or employees of affiliates or subsidiaries (other than the wholly owned subsidiaries identified herein) (collectively, the “Contractors”) in these cases, Alton shall (i) pass-through the cost of such Contractors to the Debtors at the same rate that Alton pays the Contractors; (ii) seek reimbursement for actual costs only; and (iii) ensure that the Contractors are subject to the same conflict checks as required for Alton and (iv) shall file with the Court such disclosures required by Bankruptcy Rule 2014

7. Alton shall use its best efforts to avoid any duplication of services provided by any of the Committee’s other retained professionals in these Chapter 11 Cases.

8. The indemnification terms set forth more fully in the Application and the Engagement Letter are hereby approved, subject to the following:

- i. subject to the provisions of subparagraphs (ii) and (iv) below, the Debtors are authorized to indemnify the Indemnified Persons in accordance with the Engagement Letter for any claim arising from, related to, or in connection with their performance of the services described in the Engagement Letter; provided, however, that the Indemnified Persons shall not be indemnified for any claim arising from services other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- ii. notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person or entity or

provide contribution or reimbursement to any person or entity for any claim or expense to the extent it is either (i) judicially determined (the determination having become final) to have arisen primarily from that person's or entity's gross negligence, willful misconduct or bad faith, or (ii) for a contractual dispute in which the Committee or the Debtors allege breach of the obligations of Alton or another Indemnified Person under the Engagement Letter unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003) or (iii) settled prior to a judicial determination as to the exclusions set forth in sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;

- iii. if, during the pendency of these cases, the indemnification provided in Schedule A to the Engagement Letter is held to be unenforceable by reason of the exclusions set forth in subparagraph (b) above, and Alton or another Indemnified Person makes a claim for the payment of any amounts by the Debtors on account of the Debtors' contribution obligations, then the limitations on Alton's contribution obligations set forth in the second sentence of the fifth paragraph of Schedule A to the Engagement Letter shall not apply; and

iv. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these cases, Alton or another Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Alton must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment; provided, however, that for the avoidance of doubt, this subparagraph (d) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Alton or the other Indemnified Persons. The U.S. Trustee shall retain the right to object to any request for indemnification by Alton or any other Indemnified Person.

9. In the event that, during the pendency of these Chapter 11 Cases, Alton requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Alton's fee applications, and such invoices and time records shall be in compliance with Local Bankruptcy Rule 2016-1 and the U.S. Trustee Guidelines and approval of the Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 1103 of the

Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry

11. The Committee and the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. The requirements set forth in Local Rule 9013-1(a) are satisfied.

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

New York, New York

Date: \_\_\_\_\_, 2020

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THE HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**Declaration of John Mowry**



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

In re:

AVIANCA HOLDINGS S.A., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-11133 (MG)

(Jointly Administered)

**DECLARATION OF JOHN MOWRY IN SUPPORT OF THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS' APPLICATION FOR ENTRY OF ORDER  
AUTHORIZING EMPLOYMENT AND RETENTION OF  
ALTON AVIATION CONSULTANCY LLC *NUNC PRO TUNC* TO MAY 27, 2020**

Pursuant to 28 U.S.C. § 1746, I, John Mowry, declare that the following is true to the best of knowledge, information and belief:

1. I am a Managing Director of Alton Aviation Consultancy LLC. ("Alton"), an aviation consulting firm with offices at 110 West 40th Street, Suite 505, New York, New York 10018 and other offices worldwide.

2. I submit this declaration (the "Declaration") in support of the *Official Committee Of Unsecured Creditors' Application For Entry Of Order Authorizing Employment And Retention*

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<sup>1</sup> The Debtors in these chapter 11 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 Union, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovias 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); Isle & de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviacion, Sociedad Anonima (Nica, S.A.) (N/A); Regional Express Americas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo 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 Mexico, 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 Bogota, Colombia.

*Of Alton Aviation Consultancy LLC*<sup>2</sup> Nunc Pro Tunc To May 27, 2020 (the “Application”).<sup>3</sup>

Except as otherwise noted, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto. Certain of the disclosures set forth herein relate to matters not within my personal knowledge but rather within the knowledge of other employees at Alton and are based on information provided to me by them.

**I. ALTON’S PROFESSIONAL BACKGROUND AND QUALIFICATIONS.**

3. Alton Aviation Consultancy is a specialized aviation consulting firm that is highly experienced in providing trusted counsel and advisory support to the world’s leading aviation and aerospace companies, investors, and other industry participants. The Committee has selected Alton to perform specialized aviation financial advisory services because Alton brings deep domain expertise and hands-on collaboration to clients across commercial, financial, and technical disciplines, in key industry sectors including (a) aircraft leasing and financial advisory, (b) airlines, (c) aviation and aerospace investors, (d) maintenance, repair, and overhaul (“MRO”) and aftermarket, (d) business and general aviation, as well as rotary wing, (e) aerospace manufacturers and suppliers, (f) airports, and (g) specialty projects. The Committee requires assistance in collecting and analyzing financial and other information in relation to these Chapter 11 Cases that pertains to complex issues specific to commercial airlines. The professionals at Alton have extensive experience working on complex airline business and financial restructurings both in and

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<sup>2</sup>The Application includes the retention of Alton Aviation Consultancy and each of the following wholly owned subsidiaries, from which employees may perform services in connection with this engagement: Alton Aviation Consultancy (Hong Kong) Limited; Alton Aviation Consultancy Japan Kabushiki Gaisha; Alton Aviation Consultancy Singapore Private Limited, De Shi International Aviation Consulting (Beijing) Limited Company De Shi (China); and Alton Aviation Consultancy Ireland Limited.

<sup>3</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

out of bankruptcy. As such, Alton is qualified to perform the work required in these Chapter 11 Cases.

4. Typical projects for Alton include strategy and business plan development, operational performance improvement, and transaction support. Alton's clients include airlines, manufacturers, MRO and aftermarket service providers, lessors, and the broader financial and investment community.

## **II. ALTON'S DISINTERESTEDNESS.**

5. To the best of my knowledge, except as may be set forth herein, the directors, consultants, and employees of Alton<sup>4</sup>: (a) do not have any connection with the Debtors, their affiliates, their creditors, or other parties in interest, or their attorneys and accountants, the U.S. Trustee or any person employed in that office, or any judge in the United States Bankruptcy Court for the Southern District of New York; (b) are "disinterested persons," as that term is defined in the Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b); and (c) do not hold or represent any interest adverse to the estates.

6. To check potential connections with the Debtors and other parties in interest in these Chapter 11 Cases, Alton has searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on Schedule 1 hereto (the "Potential Parties in Interest"). Specifically, Alton compared the names of the Potential Parties in Interest to a database containing the names of Alton's current and former corporate clients. To the extent that this inquiry has revealed that certain Potential Parties in

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<sup>4</sup> For purposes of this Declaration and the Application, Alton includes each of: Alton Aviation Consultancy LLC; Alton Aviation Consultancy (Hong Kong) Limited; Alton Aviation Consultancy Japan Kabushiki Gaisha; Alton Aviation Consultancy Singapore Private Limited, De Shi International Aviation Consulting (Beijing) Limited Company; and Alton Aviation Consultancy Ireland Limited.

Interest were current or former corporate clients of Alton within the past three years, these parties have been identified on a list annexed hereto as Schedule 2 (the “Client Match List”). Through the information generated from the aforementioned inquiry and through follow-up inquiries to Alton professionals responsible for certain clients listed on the Client Match List, Alton has determined that, except as otherwise stated on the Client Match List, its representation of the clients on the Client Match List, concerned matters unrelated to the Debtors. As to the Potential Parties in Interest not identified on the Client Match List, Alton has not been employed by or rendered advisory services to any such parties within the past three years.

7. As part of its diverse global activities, Alton is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, Alton has in the past, and may in the future, advise and/or be represented by several attorneys, law firms, and other professionals, some of whom may be involved in these Chapter 11 Cases. Finally, Alton has in the past, and will likely in the future, be working with or against other professionals involved in these Chapter 11 Cases in matters wholly unrelated to these Chapter 11 Cases. Based upon our current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders in matters upon which Alton is to be employed, and none are in connection with these Chapter 11 Cases.

8. It is possible that certain of Alton’s directors, officers and employees may have had in the past, may currently have, or may in the future have connections to (i) the Debtors, (ii) the Potential Parties in Interest, and/or (iii) funds or other investment vehicles that may own debt or

securities of the Debtors, or other Potential Parties in Interest. Furthermore, in addition to the parties listed on Schedule 2, Alton may also represent, or may have represented, affiliates, equity holders and/or sponsors of the Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors or insurers of Alton and/or have other relationships with Alton. Alton believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Alton is to be employed, and none are in connection with these Chapter 11 Cases.

9. Alton does not advise, has not advised and will not advise any entity other than the Committee in matters related to these Chapter 11 Cases. Alton will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

10. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Alton nor any employee of Alton (i) is a creditor, equity security holder or an insider of the Debtors or (ii) is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Alton professionals expected to assist the Committee in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

11. Alton will continue to monitor its records to ensure that no conflicts or other disqualifying circumstances exist. If any new relevant facts or relationships are discovered or arise, Alton will, through the Committee, file a supplemental notice as required by Bankruptcy Rule 2014(a).

12. Alton has agreed not to share with any persons or firm the compensation to be paid for professional services rendered in connection with the Chapter 11 Cases. As of the date of the Declaration, Alton has received no compensation for its work on behalf of the Committee.

### **III. PROPOSED COMPENSATION.**

13. Alton intends to apply to the Court for allowance of postpetition compensation and reimbursement of out-of-pocket expenses incurred postpetition in connection with these Chapter 11 Cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. Alton will endeavor to make its applications for compensation and reimbursement comply with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the “U.S. Trustee Guidelines”).

14. Subject to the Court’s approval, Alton will be compensated at the hourly rates set forth in the Application, which are based on the particular professional’s level of experience, and will be reimbursed for its actual and necessary expenses incurred in connection with rendering its services to the Committee.

15. The Committee and the Debtors understand that these hourly rates are subject to annual and customary firm-wide adjustments in the ordinary course of Alton’s business. The Committee and the Debtors also understand that Alton’s rate structure proposed for these Chapter 11 Cases is designed to be consistent with the fees that Alton charges other comparable clients.

16. As part of the fee application process, Alton will keep time records in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court.

17. It is Alton's policy to charge its clients for all disbursements and expenses incurred in the rendition of services. These disbursements and expenses include, among other things, reasonable attorneys' fees, travel and lodging expenses, messenger services, duplicating services and other customary expenditures costs for telephone and facsimile charges, photocopying, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings.

18. Depending on the complexity and pace of these Chapter 11 Cases, from time to time, Alton's employees may be required to work after business hours, during the weekend, and on holidays. The Debtors understand that Alton generally invoices the applicable clients for meals and transportation to or from the office related to the work performed during such time.

#### **IV. INDEMNIFICATION.**

19. In addition to the compensation structure described above, the Engagement Letter provides that the Debtors will indemnify and hold harmless Alton and its affiliates, and each of their respective officers, directors, managers, members, partners, employees, and agents, and any other persons controlling Alton or any of its affiliates and their successors and permitted assigns (collectively, the "Indemnified Persons"), to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third-party subpoenas, damages, costs, and expenses (an "Action"), whether or not resulting from an Indemnified Person's negligence ("Losses"); provided, however, that the Debtors shall not be responsible for any Losses that arise out of or are based on any action of or failure to act by Alton to the extent such Losses are determined, by a final, non-appealable judgment by a court, to have resulted solely from Alton's gross negligence or willful misconduct (other than an action or failure to act undertaken at the request or with the consent of the Debtors or the Committee) (the "Excluded Losses").

20. In the event that an Indemnified Person seeks reimbursement from the Debtors for reasonable attorneys' fees in connection with a request by the Indemnified Person for payment of indemnity, the invoices and supporting time records from such attorneys shall be included in Alton's own application (both interim and final) and such invoices and time records shall be subject to the Fee Guidelines and the approval of the Court under standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under sections 327 or 1103 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

**V. NO DUPLICATION OF SERVICES.**

21. Alton understands the Committee has carefully considered the professional services that it will require in these chapter 11 cases. Subject to the Court's approval, the Committee, Alton, and each of Alvarez & Marsal North America, LLC ("A&M") and Jefferies LLC ("Jefferies"), in their roles as the Committee's other proposed advisors, have agreed to a division of labor, as set forth in **Exhibit D** attached to the Application (the "Division of Labor"), to ensure there is no duplication of services rendered on behalf of the Committee by its professional advisors. Alton understands the Committee crafted the Division of Labor to ensure that the services provided by Alton and each of its other proposed advisors are not duplicative and are provided in an efficient and cost-effective manner. Alton will carry out unique functions on the Committee's behalf in these Chapter 11 Cases, as set forth in the Division of Labor, and will use reasonable efforts to coordinate with the Committee and the other professionals retained in these Chapter 11 Cases to comply with the Division of Labor and to avoid any unnecessary duplication of services. Alton understands the Committee will closely monitor the services provided by Alton and each of its other professionals to ensure that those services are consistent with the Division of



Labor. Alton also understands that to the extent the Committee determines to assign Alton to perform additional services that may be necessary and proper in these cases but that differ materially from the Division of Labor, Alton, through the Committee, will file a supplemental notice, in accordance with Bankruptcy Rule 2014, disclosing both the nature of its expanded employment and the reasons supporting its additional duties and responsibilities.

22. The foregoing constitutes the statement of Alton pursuant to section 504 of the Bankruptcy Code and Rule 2014(a) and 5002.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: New York, New York  
July 1, 2020

**ALTON AVIATION CONSULTANCY  
LLC**

/s/ John Mowry  
John Mowry, Managing Director

**Schedule 1**

**Potential Parties In Interest**

**Debtors**

Grupo Taca Holdings Limited  
International Trade Marks Agency Inc.  
Inversiones del Caribe, S.A.  
Islena de Inversiones S.A. de C.V.  
Latin Airways Corp.  
Latin Logistics, LLC  
Regional Express Americas S.A.S.  
Ronair N.V.  
Servicios Aeroportuarios Integrales SAI S.A.S.  
Taca de Honduras S.A. de C.V.  
Taca International Airlines, S.A.  
Taca S.A.  
Tampa Cargo S.A.S.  
Aero Transporte de Carga Union, S.A. de C.V.  
Aeroinversiones de Honduras, S.A.  
Aerovias del Continente Americano S.A. Avianca  
Airlease Holdings One Ltd.  
Avianca Costa Rica S.A.  
Avianca Holdings S.A.  
Avianca, Inc.  
Avianca Leasing, LLC  
Avianca Peru S.A.  
Avianca-Ecuador S.A.  
Aviateca, S.A.  
AV International Holdco S.A.  
AV International Holdings S.A.  
AV International Investments S.A.  
AV International Ventures S.A.  
AV Investments One Colombia S.A.S.  
AV Investments Two Colombia S.A.S.  
AV Taca International Holdco S.A.  
Avifreight Holding Mexico, S.A.P.I. de C.V.

**Non-Debtors**

A.C.S. Air Cargo, Inc. (EEUU – FL)  
Aerospace Investments Limited (Bahamas)  
Air Galapagos, LLC (EEUU – FL)  
Airlease Eighteen Limited (Bahamas)  
Airlease Eleven Limited (Bahamas)  
Airlease Fifteen Limited (Bahamas)

Airlease Fourteen Limited (Bahamas)  
Airlease Nineteen Limited (Bahamas)  
Airlease One Limited (Bahamas)  
Airlease Seventeen Limited (Bahamas)  
Airlease Sixteen Limited (Bahamas)  
Airlease Thirteen Limited (Bahamas)  
Airlease Thirty Limited (Bahamas)  
Airlease Thirty One Limited (Bahamas)  
Airlease Twelve Limited (Bahamas)  
Airlease Twenty Eight Limited (Bahamas)  
Airlease Twenty Five Limited (Bahamas)  
Airlease Twenty Four Limited (Bahamas)  
Airlease Twenty Limited (Bahamas)  
Airlease Twenty Nine Limited (Bahamas)  
Airlease Twenty One Limited (Bahamas)  
Airlease Twenty Seven Limited (Bahamas)  
Airlease Twenty Six Limited (Bahamas)  
Airlease Twenty Three Limited (Bahamas)  
Airlease Twenty Two Limited (Bahamas)  
Airlease Two Limited (Bahamas)  
America Central (Canada) Corp. (Canada)  
America Central Corp. (EEUU – FL)  
American Vacations S.A.S. (Colombia)  
Atlantic Aircraft Holding Ltd. (Bahamas)  
Atlantic Aircraft Holding Two Ltd (Bahamas)  
AV Loyalty Bermuda Ltd. (Bermuda)  
AVA Leasing I, LLC (EEUU – DE)  
Aviacorp Enterprises, S.A. (Panama)  
Aviaservicios, S.A. (Guatemala)  
Aviation Leasing Services (ALS) Investments S.A. (Panama)  
AVLog do Brasil Representações Ltda. (Brazil)  
C.R. Int'l Enterprises, Inc. (EEUU-FL)  
Éxito Viajes y Turismo S.A.S. (Colombia)  
FM Aviation Inc. (Bahamas)  
Ground Handling Air Services Nicaragua, S.A. (Nicaragua)  
Grupo Taca de Chile S.A. (Chile)  
Grupo Taca de Panama, S.A. (Panama)  
Grupo Taca del Peru S.A.C. (Peru)  
Grupo Taca S.A. (Costa Rica)  
Inmobiliaria Gama Tres, S.A. (Costa Rica)  
Intercontinental Equipment Corporation Limited (Bahamas)  
Inversiones Aereas Inca S.A.C. (Perú)  
Inversiones Kigali S.A.C. (Perú)  
Latin Logistics Colombia S.A.S. (Colombia)  
LifeMiles Fidelidade Ltda. (Brazil)  
LifeMiles Ltd. (Bermuda)

LifeMiles Trading Co. Costa Rica, S.R.L. (Costa Rica)  
LifeMiles Trading Co International Ltd. (Bermuda)  
LifeMiles US Finance LLC (Delaware)  
Little Plane Limited (Bahamas)  
Loyalty Co, S.A. de C.V. (El Salvador)  
Nica, S.A. (Nicaragua)  
Octo-Aircraft Leasing LLC (Delaware)  
Overseas Aviation Technical Investments Ltd. (Panama)  
Pilotos de Taca, S.A. de C.V. (El Salvador)  
Pitasa, S.A. (Guatemala)  
Servicio Terrestre, Aereo y Rampa S.A. (Costa Rica)  
Servicios Aeronáuticos Pilotcrew-CR S.A. (Costa Rica)  
Southern Equipment Corporation Ltd (Bahamas)  
Taca Costa Rica S.A. (Costa Rica)  
Taca de México, S.A. (Mexico)  
Tampa Cargo Logistics, Inc. (EEUU-FL)  
Technical and Training Services, S.A. de C.V. (El Salvador)  
Tri-Aircraft Leasing LLC (Delaware)  
Tri-Aircraft Leasing II LLC (Delaware)  
Turbo Aviation Three S.A. (Panama)  
Uni-Aircraft Leasing LLC (Delaware)  
Vu-Marsat S.A. (Costa Rica)

**Debtors' Other Names**

SK Holding Ltd  
Líneas Aéreas Costarriceses S.A.  
AviacaTaca Ltd  
Trans American Airlines S.A.  
AviancaTaca Holding S.A.  
Aerolíneas Galápagos S.A. (AEROGAL)

**Current/Former Directors and Officers**

Adrian Neuhauser  
Andrea Carolina Jara Amezaga  
Alonso Arturo Haro Escobosa  
Alvaro Jaramillo  
Anco David Van Der Werff  
Kenneth Hoffman  
Orlando Menendez  
Carlos Eduardo Torres Salamanca  
Carolina Escobar  
Christian Vesga Toloza  
Jose Ciro Montoya  
Claudia Maria Rodriguez  
Daniel Fajardo

David Francisco Aleman Andrade  
Diana Amaya  
Diana Calixto Hernandez  
Diana Marcela Rivas  
Eduardo Mendoza  
Edwin Novoa Duarte  
Erika Alejandra Hundskopf Mercado  
Fabio Villegas  
Fernando Krieste  
Francisco S. Aquino  
Gina Fonseca  
Griselda Carolina Rodriguez Quintana  
Gustavo Cadavid  
Jose Antonio Gomez  
Jairo Burgo de la Espriella  
James Leshaw  
Jose Ofilio Gurdian  
Jose Luis Quiro Cuevas  
Juan Mauricio Wurmser  
Julian Laverde  
Kurt Schonsinsky Echeverria  
Luis Lauro del Bosque Gomez  
Luis Montes de Oca Chaverri  
Luisa Fernanda Lafaurie  
Maria Paula Barrios Azcona  
Mario Cruz  
Mario Garcia Rodriguez  
Marlon Amador  
Michael Swiastek  
Mauricio Armando Olaya Nohra  
WND Limited  
WNS Limited  
Nissim Jabiles Parnes  
Octavio Bravo  
Oscar Dario Morales  
Patricia Alexandra Chiriboga  
Patricia Carolina Gomez  
Maria Paula Duque  
Rafael Alonso  
Renato Covelo  
Reyna Lucia Mejia Matute  
Richard Galindo  
Richard Schifter  
Roberto Kriete  
Curacao Corporation Company  
Roberto Zamora

Rodrigo Salcedo  
Rolando Damas  
Ruben Atehortua Sandoval  
Santiago Diago  
Sergio Michelsen  
Silvia Mosquera  
Susana Jeannette Argueta de Leiva  
Veronica Patricia Feria Montes de Oca  
Viviana Martin Salazar  
Aissa Carolina Paredes Leon  
Alexander Biasler  
Alvaro Jaramillo  
Ana Monica Avavitarte Ruiz de Somocurcio  
Andres Orlando Osorio Barrera  
Arnulfo Antonia Avelar Velado  
Brenda Frohlich  
Daniel Fernando Piza Malagon  
Daniel Piza Malagon  
Danilo Correa Sepulveda  
Dario Montes Belot  
Diana Claxlito  
Eduardo Asmar  
Eduardo Klepacz  
Elisa Esther Murgas de Moreno  
Estuardo Jose Ortiz Porras  
Estuardo Ortiz  
Fabio Villegas Ramirez  
Federico Carreno Guio  
Francisco Antonio Pertierra Perez  
Gabriel Silva  
Gerardo Grajales  
Gerardo Urley Grajales Lopez  
German Efromovich  
Gloria Irene Loza Murrugarra  
Graciela de los Milagros Garrues Aramburu  
Hernan Rincon  
Isaac Yanovich  
Ivan Andres Galindo Hernandez  
Jorge Adrian Solares  
Jose Efromovich  
Juan Emilio Posada  
Juan Guillermo Serna  
Juliana Cardona Campuzano  
Julio Alejandro Gamero Alfaro  
Luis Fernando Rizzo Alvarado  
Maria Claudia Correa

Maria Clemencia Sierra  
Maria Dolores Espinoza  
Martha Elena Garcia Gonzales  
Milton Solano Barahona  
Monica Aparicio Smith  
Ramiro Valencia  
Raul Andres Olivero  
Raul Campos  
Roberto Held  
Rosa Stella Patino Galindo  
Santiago Diago  
Victor Enrique Mejia Rivas

**S.D.N.Y Bankruptcy Judges (including visiting Judges)**

Bernstein, Stuart M.  
Chapman, Shelley C.  
Drain, Robert D.  
Garrity, James L.  
Glenn, Martin  
Grossman, Robert E.  
Lane, Sean H.  
Morris, Cecelia G., Chief Judge  
Wiles, Michael E.

**S.D.N.Y District Judges (including visiting Judges)**

Abrams, Ronnie  
Batts, Deborah A.  
Berman, Richard M.  
Briccetti, Vincent L.  
Broderick, Vernon S.  
Buchwald, Naomi Reice  
Caproni, Valerie E.  
Carter, Andrew L.  
Castel, P. Kevin  
Cote, Denise L.  
Crotty, Paul A.  
Daniels, George B.  
Engelmayer, Paul A.  
Failla, Katherine Polk  
Furman, Jesse M.  
Gardephe, Paul G.  
Haight, Charles S.  
Hellerstein, Alvin K.  
Kaplan, Lewis A.  
Karas, Kenneth M.

Keenan, John F.  
Koetl, John G.  
Liman, Lewis J  
Marrero, Victor  
McMahon, Colleen  
McMahon, Colleen, Chief U.S. District Judge  
Nathan, Alison J.  
Oetken, J. Paul  
Pauley, William H.  
Preska, Loretta A.  
Rakoff, Jed S.  
Ramos, Edgardo  
Roman, Nelson S.  
Schofield, Lorna G.  
Seibel, Cathy  
Stanton, Louis L.  
Stein, Sidney H.  
Sullivan, Richard J.  
Swain, Laura Taylor  
Torres, Analisa  
Vyskocil, Mary Kay

**S.D.N.Y. District Magistrate Judges (including visiting Judges)**

Aaron, Stewart D.  
Cave, Sarah L  
Cott, James L.  
Davison, Paul E.  
Fox, Kevin N.  
Freeman, Debra  
Goldberg, Martin R.  
Gorenstein, Gabriel W.  
Lehrburger, Robert W.  
McCarthy, Judith C  
Moses Barbara  
Netburn, Sarah  
Parker, Katherine H.  
Smith, Lisa Margareth  
Wang, Ona T.

**Clerks of the Court**

Ruby J. Krajick (Clerk of the District Court)  
Vito Genna (Clerk of the Bankruptcy Court)



**Office of U.S. Trustee, Region 2**

Abriano, Victor  
Arbeit, Susan  
Catapano, Maria  
Choy, Danny A.  
Harrington, William K  
Higgins, Benjamin J.  
Joseph, Nadkarni  
Masumoto, Brian S.  
Mendoza, Ercilia A.  
Moroney, Mary V.  
Morrissey, Richard C.  
Nakano, Serene  
Ng, Cheuk M.  
Ogunleye, Alaba  
Riffkin, Linda A.  
Rodriquez, Ilusion  
Schwartz, Andrea B.  
Schwartzberg, Paul K.  
Scott, Shannon  
Sharp, Sylvester  
Velez-Rivera, Andy  
Vescovacci, Madeline  
Zipes, Greg M.

**Banks, Lenders, Agents and Trustees**

1st United Bank/ IBM  
AB Svenks Exportkredit  
Abierta Helm Valor  
Alianza Valores S.A.  
Apple Bank  
Aruba Bank N.V.  
Asesores en Valores S.A.  
BAC Honduras  
Banamex  
Banco Agricola  
Banco BHD Leon  
Banco Central de Uruguay  
Banco Colpatría Red Multibanca Colpatría S.A.  
Banco Credito Agricola de Cartago  
Banco Cuscatlán  
Banco Davivienda, S.A.  
Banco de America Central  
Banco de America Central S.A.  
Banco de Bogota

Banco de Bogota New York Agency  
Banco de Chile  
Banco de Costa Rica  
Banco de Credito de Bolivia  
Banco de Credito Del Peru  
Banco de Credito del Peru, Miami Agency  
Banco de Guayaquil  
Banco de la Nacion Argentina  
Banco de la Nacion del Peru  
Banco de la Republica Oriental  
Banco de Occidenta  
Banco de Occidente S.A.  
Banco de Venezuela  
Banco del Pacifico  
Banco Edwards  
Banco Financiero Internacional  
Banco Itau  
Banco Lafise Bancentro  
Banco Maduros  
Banco Mercantil  
Banco Mercantil Santa Cruz  
Banco Nacional de Costa Rica  
Banco Pichincha  
Banco Popular  
Banco Rio re la Plata  
Banco Santander  
Bancoldex  
Bancolombia S.A.  
Bancolombia, S.A.  
Bank of America  
Bankia  
BankUnited NA  
Banrural  
Barclays Bank Plc  
Bayerische Landesbank  
BBVA  
Belice Bank  
BNP Paribas  
Btg Pactual Colombia S.A.  
Canadian Imperial Bank  
Cartera Colectiva Abierta Helm Valor Itau Asset Management  
Casa de Bolsa S.A.  
Citco Banking Corporation  
Citibank  
Citibank N.A. USA  
Colpatria

Coomeva  
Corpbanca  
Credi Corp Capital Correval  
Credit Agricole Corporate  
Davivenda  
Dekabank Deutsche Girozentrale  
Deutsche Bank  
Deutsche Bank New York  
Development Bank Of Japan Inc.  
DVB Bank  
Fidubogota S.A.  
Fiduciaria Bogota S.A.  
Fiduciaria Corficolombiana S.A.  
Fiduciaria Davivienda S.A. Corredores  
Fiduciaria de Occidente S.A. Occirenta  
First Citizens Bank Limited U.S.  
First United  
Fonda de Inversion Colectiva Abierto  
Goldman Sachs  
Gramercy Blue Skies LLC  
Grupo Aval  
Helm Comisionista de Bolsa S.A.  
HSBC Bank  
IBM Capital de Colombia S.A.S.  
IBM Capital Peru S.A.C.  
Inmarsat Global Limited  
Interrbank  
Itau  
JP Morgan  
La Caixa  
Lafise  
Leasing Bancoldex S.A.  
Maduro & Curiel's Bank  
Mercantil Santa Cruz  
Metrobank SA  
Moneda Deuda Latinoamericana Fondo De Inversión  
Moneda Latinoamerica Deuda Local Fondo De Inversión  
Morgan Stanley  
NordLB  
NY Life Insurance Company  
Occidental Bank  
PBB  
Prival Bank, SA  
Produbanco  
Servitebca Peru  
Siemens Financial Services, Inc.

Skandia Sociedad Fiduciaria S.A.  
Sumitomo Mitsui Banking Corporation  
TD Bank N.A.  
The Korea Development Bank,  
Toronto Dominion Bank  
Ultrabursatiles S.A.  
Ultravalores  
UMB Bank  
US Bank  
Valores Bancolombia S.A.  
Wilmington Trust Company  
Woori Bank

**Significant Equityholders**

Blackrock Inc.  
Donald Smith & Co. Inc.  
Fondo Bursatil IShares  
Fondo de Pensiones Prot Moderad  
Renaissance Technologies LLC  
Dimensional Fund Advisors LP  
Erfost SAS  
SEI Investments Co.  
RWC Asset Advisors US LLC  
Banco BTG Pactual SA  
ING Groep NV  
Kingsland Holdings Limited  
BRW Aviation LLC

**Top 100 Unsecured Creditors**

Accenture Ltda  
Aercap Aviation Solutions  
Aero Transporte De Carga Union Sa De Cv  
Aerocali SA  
Aeropuertos De Oriente SAS  
Agencias Universales SA  
Airbus Americas Customer Services, Inc  
Airbus Group  
Allen And Overy LLP  
ATR  
Avolon  
Banco Agricola  
Banco Cuscatlan  
Banco Davivienda SA  
Banco De America Central  
Banco De Bogota  
Bancolombia S.A.

Barclays  
BNP Paribas  
Boeing Group  
BRW Aviation LLC  
Buentipo Anchor Worldwide SAS  
Cae Colombia Flight Training SAS  
CDB Leasing  
Citibank N.A. USA  
City Of Los Angeles  
Cocina De Vuelos, S.A De C.V  
Colombia Telecomunicaciones Sa Esp  
Colombiana De Software Y Hardware Colsof SA  
Consortio GSS  
Credit Agricole  
Decision Consultancy Inc  
Direccion De Impuestos Y Aduanas Nacionales De Colombia  
DVB Bank SE, London Branch  
Engine Lease Finance Corporation  
Fgl Aircraft Ireland Limited  
Ga Telesis LLC  
Gate Group  
General Electric Company  
Getcom Group  
Global Eagle Entertainment Spain Sl  
Goddard Group  
Goodrich Group  
Google Inc  
Goshawk Aviation Limited  
Hazens Investments LLC  
Honeywell International Inc  
Ibm Capital De Colombia S.A.S.  
Icbc Leasing Co.  
Industrias Y Confecciones Inducon SAS  
ING  
Ingenieria En Manualidades SAS  
Inmarsat Global Limited  
Jackson Square Aviation  
Jolco  
JP Morgan  
Kayak Software Corporation  
KPMG SAS  
Lafise Panama  
Lasa Sociedad De Apoyo Aeronautico SA  
Lifemiles LTD  
Lifemiles Trading Co International Ltd  
Logistica Group SAS

Lufthansa Group  
Lufthansa Systems Gmbh & Co. Kg  
Miami Dade County Florida  
Microsoft Corporation  
Ministerio De Hacienda - Direccion General De Tributacion  
Ministerio De Hacienda Y Credito Publico  
Natixis  
Navblue SAS  
Nordlb  
Opera Transporte Y Logistica Integral Sas - En Reorganizacion  
Orix  
Patrimonios Autonomos Fiduciaria - Corficolombiana SA  
Patrimonios Autonomos Fiduciaria Bancolombia S.A. Sociedad Fiduciaria  
Patrimonios Autonomos Fiduciaria Bancolombia Sa Sociedad Fiduciaria  
Patrimonios Autonomos Fiduciaria Bogota  
Pratt & Whitney Group  
Rafael Espinosa G Y Cia SAS  
Rolls Royce PLC  
Ropes And Gray LLP  
Safran Group  
Sap Colombia Sas  
Secretaria De Hacienda Distrital De Bogota  
Securitas Group  
Servicios Aeroportuarios Integrados Sai Sas  
Smbc Aviation Capital  
Sociedad Aeroportuaria De La Costa SA  
Swissport Group  
Swissport USA, Inc.  
Synergy Aerospace Corp.  
Tcs Solution Center Sucursal Colombia  
Total Airport Services Inc  
Unidad Administrativa Especial De Aeronautica Civil  
Unisys De Colombia SA  
Ups Servicios Expresos SAS  
Willis Mitsui & Co Engine Support Limited  
Wings Capital Partners Management  
Worldwide Flight Services Inc.

**Aircraft Lessor/Serviceers (Operating Leases)**

AerCap Aviation Solutions  
AerCap Group Services, Inc.  
AerCap Ireland Limited  
AerCap B.V.  
Aircastle Limited  
Aircastle Investment Holdings 2 Limited  
Aircastle Advisor LLC

Avolon Aerospace Leasing Limited  
BOC Aviation Limited  
CIT Aerospace International  
CDB Aviation Lease Finance DAC  
CDB Leasing Co., Ltd.  
Compass Aviation Leasing Co., Limited  
DVB Bank SE, London Branch  
FPAC Aircraft Leasing I Limited  
GE Capital Aviation Services Limited  
Celestial Aviation Trading 73 Limited  
Celestial Aviation Trading 16 Limited  
Goshawk Aviation Limited  
Goshawk Management (Ireland) Limited  
ICBC Leasing Co.  
ICBCIL Aviation Company Limited  
Sky High XLVI Leasing Company Limited  
Sky High XXXV Leasing Company Limited  
Jackson Square Aviation  
JSA International U.S. Holdings, LLC  
MC Aviation Partners Americas Inc.  
MCAP Europe Limited  
MC Aircraft Management International Inc.  
MC Aviation Partners Inc.  
MERX Aviation Finance, LLC  
Merx Aviation Servicing Limited  
ORIX Aviation Systems Limited  
Kornerstone Airlease No.1 Limited  
BODY WORK CO., Ltd  
Tottori World Cup Co., Ltd  
Seraph Aviation Management Limited  
Gannet Aircraft 2 Limited  
SMBC Aviation Capital Limited  
Hanshin Juken Co., Ltd.  
Stratos Aircraft Management Limited  
JP Lease Products & Services Co., Ltd.  
Porco Rosso Leasing  
K&L Gates Gaikokuho Joint Enterprise  
MSN 4944 Aircraft Owner Parent Trust  
UMB Bank, N.A.  
Wilmington Trust SP Services (Dublin) Limited  
Wings Capital Partners Management, LLC  
WINGS Capital Partners Management  
Zephyrus Capital Aviation Partners 1C Limited

**Aircraft Lessors (Financial)**

AIRCOL 5

AIRCOL 10  
AIRCOL 11  
AIRCOL 12  
AIRCOL 13  
AIRCOL 15  
AIRCOL 17  
AIRCOL 19  
AIRCOL 20  
AIRCOL 21  
AIRCOL 22  
AIRCOL 23  
AIRCOL 24  
AIRCOL 25  
APF 3 PROJECT NR. GMBH  
APF 4 PROJECT NR. 7A GMBH  
APF 4 PROJECT BR. 7B GMBH  
AVSA Leasing 2  
AVSA Leasing 3  
AVSA Leasing 4  
CONDOR LTD.  
FC Care Leasing LTD.  
FLIP NO.168 CO., LTD. & FLIP NO.169 CO., LTD.  
FT Lift Leasing LTD.  
Hanovre Financement 3 S.A.S.  
JPA NO. 151 CO., LTD.  
JPA NO. 152 CO., LTD.  
JPA NO. 159 CO., LTD.  
JPA NO. 160 CO., LTD.  
LOS KATIOS LEASING CO., LTD.  
MALPELO LEASING CO., LTD.  
SAN AGUSTIN LEASING CO., LTD.  
Turbo Aviation One Designated Activity Company  
Turbo Aviation Two Designated Activity Company  
Wells Fargo Trust Company  
Wilmington Trust Company

**Aircraft Lenders**

Aegon  
Apple Bank for Savings  
Bank of America, N.A.  
Bank of America, N.A., London Branch  
Barclays Bank Plc, as security trustee  
Bayerische Landersbank  
Bayerische Landersbank Munich Branch  
Bayern LB  
BNP Paribas, as lender and security trustee



Burnham Sterling & Co. LLC  
CDB  
Citibank, N.A.  
Citibank, N.A., London Branch, as lender and security trustee  
Cititrust Colombia S.A. Sociedad Fiduciaria  
CMFG Life Insurance Company  
Credit Industriel et Commercial  
Credit Industriel Et Commercial, New York Branch  
Development Bank of Japan Inc.  
DekaBank Deutsche Girozentrale  
Deutsche Bank  
DVB Bank SE, London Branch, as lender and security trustee  
DZ Bank AG  
Export-Import Bank of the United States  
FPAC  
FPG (FPG Amentum)  
Fuyo  
GE Capital Aviation Services  
GOAL  
HSBC France  
ICBC  
ING  
JPMorgan Chase Bank, N.A., London Branch  
J.P. Morgan Europe Limited, as security trustee  
The Korea Development Bank  
KEB Hana  
KGAL  
Massachusetts Mutual Life Insurance Company  
NATIXIS, as security trustee  
New York Life Insurance Company  
New York Life Insurance and Annuity Corporation  
New York Life Insurance and Annuity Corporation Institutionally Owned Life Insurance  
Separate Account (BOLI 30C)  
Nord LB  
Norddeutsche Landesbank Girozentrale, New York Branch  
Novus  
NTT Finance  
PBB (Deutsche Pfandbriefbank AG)  
Siemens Financial Services Inc.  
SMBC Aviation Capital Limited  
Sumitomo Mitsui Bank Limited  
Sumitomo Mitsui Banking Corporation  
Sumitomo Mitsui Trust, Bank Limited  
Tamwheel Aviation Funding L.P.  
TD Bank, N.A.  
Turbo Aero International Designated Activity Company

US Bank  
Wells Fargo Bank, National Association, as security trustee  
Wells Fargo Trust Corporation Limited, as security trustee  
Wilmington Savings Fund Society, FSB  
Wilmington Trust Company, as security trustee  
Woori Bank, Tokyo Branch  
YF Life Insurance International Limited

**Letters of Credit**

AerCap Aviation Solutions  
Aircastle Limited  
AMCK  
Apple Bank  
Avolon  
BAC Honduras  
Banco Agricola  
Banco Daviendia  
Banco De Chile  
Banco De Costa Rica  
Banco De Credito Del Peru  
Banco Edwas  
Banco Lafise Bancentro  
Banco Mercantil Santa Cruz  
Banco Santander  
Bank Of America  
Bank of Utah  
Barclays Bank PLC  
BNP Paribas  
Brazilian Central Bank  
CDB Aviation Lease Finance DAC  
Citibank, N.A.  
Davivienda Internacional  
Deutsche Bank  
DVB Bank SE, London Branch  
FC Care Leasing LTD.  
FT Lift Leasing LTD.  
GE Capital Aviation Services  
Goshawk Aviation Limited  
H.S.B.C.  
ICBC Leasing Co.  
Itau – Interbanco  
Jackson Square Aviation  
JP Morgan Chase  
MC Aviation Partners Americas Inc.  
MERX Aviation Finance, LLC

Natixis  
Norddeutsche Landesbank Girozentrale  
NY Life  
Orix Aviation Systems Limited  
Seraph Aviation Management Limited  
SMBC Aviation Capital  
Stratos Aircraft Management Limited  
Sumitomo Mitsui Banking Corporation  
US Bank  
Wells Fargo Bank  
Wilmington Trust  
WINGS Capital Partners Management  
Wings Aviation Capital  
Woori Bank, Tokyo Branch  
Zephyrus Capital Aviation Limited

**Professionals**

Milbank LLP  
Kurtzman Carson Consultants LLC  
FTI  
Seabury  
Smith, Gambrell & Russell, LLP  
Gomez Pinzon Abogados S.A.S.  
Urdaneta, Velez, Pearl & Abdallah Abogados

**Insurance Providers & Brokers**

Aetna Life Insurance  
Afianzadora G&T Sociedad Anonima  
Afianzadora Solidaria S.A.  
AIG-Preferred Aviation Underwriters  
Alianza Compania De Seguros Y Reaseguros Ema  
Allianz Lebensversicherungs AG  
Allianz Seguros De Vida SA  
Allianz Seguros S.A.  
Aon Risk Services  
Aseguradora Paraguaya S.A.E.C.A.  
Aseguradora Suiza Salvadorena, S.A.  
Asprose S.A. Corredora de Seguros.  
Assa Compania De Seguros S.A.  
Berkley Internacional Seguros Colombia S.A.  
Bmi Del Ecuador Compania De Seguros De Vida S.A.  
Bradesco Saude SA  
Canada Life Limited  
Castro Cuadra y Cia. Ltda Corredor de Seguros.  
Chubb Seguros Colombia  
Chubb Seguros Colombia S.A.

Chubb Seguros Ecuador S.A.  
Colmedica Medicina Prepagada  
Compania Aseguradora De Fianzas Confianza SA  
Compania De Medicina Prepagada Colsanitas S.A.  
Compania De Seguros Vida Camara SA  
Compania Mundial De Seguros S.A.  
Compania Seguros America SA  
Corresponsal Aon - Agencia de Seguros y Fianzas Soto  
Corresponsal Aon - ASSA Corredora de Seguros S.R.L.  
Corresponsal Aon - Estrategica Corredores y Asesores de Seguros y Riesgos  
Corresponsal Aon - Interbroker S.A.  
Corresponsal Aon - NGS - N.Goddard Seguros - Corresponsal de Aon  
Corresponsal Aon - Unity Promoters  
Corresponsal Aon - Unity Setessa  
Corresponsal Aon - Unity Setessa Corredor de Seguros  
Crediseguro S.A. Seguros Personales  
Crum & Forster  
Galeno Seguros S.A.  
Global Benefits Group  
Hdi Seguros  
Instituto Nacional De Seguros  
Jamlucelli  
La Previsora S.A. Compania De Seguros  
Liberty Seguros De Vida S.A.  
Mapfre Atlas Compania De Seguros S.A.  
Mapfre Seguros Ecuador  
Mapfre Seguros Generales De Colombia S A  
Mapfre Seguros Guatemala Sociedad Anonima  
Mapfre Seguros Honduras SA  
Marsh Brockman y Schuh Agente de Seguros y de Fianzas, S.A. de C.V.  
Marsh Redher S.A.  
Marsh S.A. (Argentina)  
Marsh S.A. (Colombia) - Delima Marsh S.A  
Marsh S.A. (Uruguay)  
Marsh USA Inc.  
Medair  
Medicina Para El Ecuador Mediecuador Humana S.A.  
Metlife Mexico SA  
Metlife Seguros S.A.  
Metropolitan Life Seguros E Previdencia Privada SA  
Mutual of Omaha  
Nacional De Seguros S.A.  
Osde - Filial Metropolitana  
Pacifico Compania De Seguros Y Reaseguros  
Pan American Life Insurance Company  
Pan American Life Insurance Company Sucursal El Salvador

Pan American Life Insurance De Costa Rica Sociedad Anonima  
Pan American Life Insurance De Guatemala Compania De Seguros SA  
Pan American Life Insurance De Panama SA  
Rimac Seguros Y Reaseguros  
Sbi Seguros Uruguay  
Seguros Confianza  
Seguros De Vida Suramericana SA  
Seguros Del Estado S.A.  
Seguros Generales Suramericana S.A  
Seguros Mundial  
Smg Compania Argentina De Seguros SA.  
Tecniseguros S.A. (Ecuador)  
Tecniseguros S.A. (Guatemala)  
Tecniseguros S.A. (Honduras)  
Tokio Marine Compania De Seguros S.A. De C.V.  
Unity Promoters  
Willis Towers Watson  
Zurich  
Zurich Vida Cia De Seguros Y Reaseguros SA  
Zurich Vida Compania De Seguros SA

**Taxation Authorities**

Administracion Federal de Ingresos Publicos Portal Principal (AFIP)  
Administracion Gubernamental de Ingresos Publicos (AGIP)  
Agencia de Recaudacion de la Provincia de Buenos Aires  
Agencia Tributaria  
Alcaldia de Managua  
Alcaldia Mayor de Bogota D.C.  
Alcaldia Municipal de San Marcos  
Alcaldia Municipal de San Miguel  
Alcaldia Municipal de San Salvador  
Barbados Revenue Authority  
Departamento de Cundinamarca  
Departamento Di Impuesto  
Direccion de Impuestos y Aduanas Nacionales  
Direccion General de Impuestos Internos  
Direccion General de Ingresos  
Direccion General de Tesoreria  
Direccion General Impositiva (DGI)  
District of Columbia  
Federal Government  
Gobierno de Puerto Rico -Departamento de Hacienda  
Gobierno Municipal Autonomo de Carolina  
Government of Puerto Rico - Department of the Treasury  
HMRC (Her Majestys Revenue and Customs)

Inspectorate of Taxes Curacao  
Ministerio de Hacienda, Direccion General de Tributacion (DGT)  
Municipalidad Curridabat  
Municipalidad de Alajuela  
Municipalidad de Belen  
Municipalidad de la Ceiba  
Municipalidad de Liberia  
Municipalidad de Roatan  
Municipalidad de San Jose  
Municipalidad de San Pedro Sula  
Municipalidad de Tegucigalpa  
Municipio de Arauca  
Municipio de Juan de Acosta  
Municipio de Panama  
Oficina Nacional de Administracion Tributaria (ONAT)  
Prefeitura Da Cidade Do Rio de Janeiro  
Prefeitura Do Municipio de Sao Jose Dos Pinhais  
Prefeitura Do Municipio de Sao Paulo  
Prefeitura Municipal de Campinas  
Prefeitura Municipal de Guarulhos  
Secretaria Da Receita Federal Do Brasil  
Secretaria de Hacienda de Armenia  
Secretaria de Hacienda de Barrancabermeja  
Secretaria de Hacienda de Barranquilla  
Secretaria de Hacienda de Bello  
Secretaria de Hacienda de Bucaramanga  
Secretaria de Hacienda de Buenaventura  
Secretaria de Hacienda de Buga  
Secretaria de Hacienda de Cali  
Secretaria de Hacienda de Cartagena  
Secretaria de Hacienda de Cartago  
Secretaria de Hacienda de Cerete  
Secretaria de Hacienda de Chachagui  
Secretaria de Hacienda de Chia  
Secretaria de Hacienda de Cucuta  
Secretaria de Hacienda de Envigado  
Secretaria de Hacienda de Florencia  
Secretaria de Hacienda de Floridablanca  
Secretaria de Hacienda de Giron  
Secretaria de Hacienda de Ibague  
Secretaria de Hacienda de Ipiales  
Secretaria de Hacienda de Itagui  
Secretaria de Hacienda de Lebrija  
Secretaria de Hacienda de Leticia  
Secretaria de Hacienda de Maicao  
Secretaria de Hacienda de Manizales

Secretaria de Hacienda de Medellin  
Secretaria de Hacienda de Monteria  
Secretaria de Hacienda de Neiva  
Secretaria de Hacienda de Palmira  
Secretaria de Hacienda de Pasto  
Secretaria de Hacienda de Pereira  
Secretaria de Hacienda de Popayan  
Secretaria de Hacienda de Quibdo  
Secretaria de Hacienda de Riohacha  
Secretaria de Hacienda de Rionegro  
Secretaria de Hacienda de Sabaneta  
Secretaria de Hacienda de San Andres  
Secretaria de Hacienda de Santa Marta  
Secretaria de Hacienda de Sincelejo  
Secretaria de Hacienda de Sogamoso  
Secretaria de Hacienda de Soledad  
Secretaria de Hacienda de Tulua  
Secretaria de Hacienda de Tumaco  
Secretaria de Hacienda de Tunja  
Secretaria de Hacienda de Valledupar  
Secretaria de Hacienda de Villavicencio  
Secretaria de Hacienda de Yopal  
Secretaria de Hacienda de Yumbo  
Servicio Administrativo de Rentas  
Servicio de Impuestos Internos (SII)  
Servicio de Impuestos Nacionales (SIN)  
Servicio de Rentas Internas (SRI)  
Servicio Nacional Integrado de Administracion Aduanera y Tributaria SENIAT  
State of California  
State of Florida  
State of Massachusetts  
State of New Jersey  
State of New York  
State of Virginia  
Subsecretaria de Estado de Tributacion (SET)  
Superintendencia de Administracion Tributaria  
Superintendencia Nacional de Aduanas y de Administracion Tributaria (SUNAT)  
Tesoreria de la Federacion (SAT)  
Tesoreria Del Distrito Federal (Impuesto Predial)  
Tesoreria Del Distrito Federal (Impuesto Sobre Nomina)  
Tesoreria Municipal de Antigua Cuscatlan  
Tesoreria Municipal de San Luis Talpa

**Fuel Suppliers**

Air BP Bolivia  
Air Total

Allied  
Allied Aviation  
Asig  
Axion Energy  
Chevron  
Dallas-Fort  
Energizar  
Exxon  
Iah Fuel Company  
Icaro 17  
Lawtfc  
Lax Fuels  
Omv  
Organización Terpel S.A.  
Petrobras Brasil  
Petroecuador  
Petroperu  
Petroservicios  
Pt Servicios De Guatemala  
Puma Energy  
Q8  
Repsol  
Sfo Fuel  
Skyfuel  
Swissport  
Uno Aviation  
WFS  
YPF

**Derivatives Parties**

Bank of America Merrill Lynch  
Citibank  
JP Morgan  
Macquarie

**Utilities**

Avantel SAS  
Colombia Telecomunicaciones S.A. Esp  
Compania de Telecomunicaciones de el Salvador S.A. de C.V.  
Compania Dominicana de Telefonos  
Corporacion Nacional de Telecomunicaciones  
Edemet S.A.  
Electrificadora de Santander S.A. Esp  
Empresa de Acueducto y Alicantarillado de Bogota  
Empresa Electrica Quito  
Gas Natural Fenosa  
Gas Natural S.A. Esp



Grandes Complejos SRL  
Intelfon Guatemala S.A.  
Intelfon S.A. de C.V.  
N.V. Kpdae Kodela Kodsels  
Servicios de Comunicaciones de Honduras S.A.  
T Mobile USA Inc.  
Telecom Argentina S.A.  
Telefonica de Argentina S.A.  
Telefonica de Costa Rica S.A.  
Telefonica de Espana S.A.  
Telefonica del Peru S.A.A.  
Telefonica Moviles de Panama S.A.  
Telefonica Moviles del Uruguay S.A.  
Telefonica USA Inc.  
Telemar Norte Leste S/A  
UNE EPM Telecomunicaciones S.A.  
Vodafone Group Services Limited  
Xtratelecom S.L

#### Unions

ACAV  
SINTRAVA  
SINDITRA  
SINTRATAC  
ACDAC  
ADPA  
ODEAA  
ACMA  
ANTSA  
SINTRAEREOS  
ASOTRATAMPA  
Sindicato Industrial de Trabajadores Estibadores y Operadores de Transportes de Carga y Similares de la Republica Mexicana  
S.N.T.T.T.A.S.S. Sindicato Nacional de Trabajadores de Transportes, Transformación, Aviacion, Servicios y Similares  
Asociación Sindical 1° de Mayo de Trabajadores y Empleados del Comercio en General, Agencias Automotrices, Comisionistas, Agencias y Oficinas Particulares, Similares y Actividades Conexas de la Ciudad de Mexico.  
APA - Asociación del Personal Aeronáutico  
Unión Personal Aeronavegación de Entes Privados (UPADEP) (A hoy no tenemos afiliados)  
Sindicato Nacional dos Aeroviários - SNA  
Sindicato dos Aeroviários no Estado de São Paulo  
Sindicato dos Aeroviários de Porto Alegre  
Sindicato dos Aeroviários de Garulhos  
Sindicato Nacional das Empresas Aeroviárias - SNEA (Sindicato Patronal no de Trabajadores)  
Sindicato de Pilotos de Trans American Airlines

Sindicato de Tripulantes de Cabina, Agentes de Servicio al Pasaje e Instructores de Trans  
American Airlines  
Sindicato de Despachadores de Vuelo de Trans American Airlines  
Sindicato de Trabajadores de Servicios Aeroportuarios Integrados SAI S.A.S., SINTRASAI

**Union Representatives**

Maria Cristina Cadavid  
Luis Gustavo Jaimes Ortega  
Lorenzo De Jesus Duque Mayo  
Daniel Gallo  
Jaime Hernandez  
Juan Manuel Giraldo  
Pablo Ortega  
Jose Ariamiro Zambrano  
Danny Miguel Moreno  
Jose Alejandro Torres  
Jose Arney Chavez Gutierrez  
Lic. Sergio Mendoza León  
Marco Antonio Calva Pimentel  
Antonio Jose Gasca  
Sebastian Jorin (Delegado AV)  
Unión Personal Aeronavegación de Entes Privados (UPADEP)  
Luiz da Rocha Cardoso Rodrigues  
Reginaldo Alves de Souza  
Leonel Leandro Soares Montezana  
Rodrigo Maciel Silva  
Ronaldo Bento Trad  
Erich Mory  
Luis Reyes  
Dennis Sánchez  
José Alexander Constain Saa

**Significant Vendors and Contract Counterparties**

7801 Leesburg Pike Tysons Corner Owner Llc  
A & P International Services Sa De Cv  
Accenture Ltda  
Accenture Peru Srl  
Accion Sa  
Acts Aviation Security Inc -Formerly Gate Safe Inc  
Adobe Systems Software Ireland Limited  
Aerocali Sa  
Aeropuertos De Oriente Sas  
Aerorental Ltda  
Aerosmart Sas  
Aetna Life Insurance Company  
Agencia De Aduanas Aviatur S A Nivel 1

Agn Aviation Services Sa De Cv  
Ago Security De Costa Rica Sociedad Anonima  
Ags Aviation Ground Services N V  
Air Support Sa De Cv  
Airbus Americas Customer Services, Inc  
Airbus Group  
Airline Container Leasing Llc  
Airport Terminal Management Inc  
Airway Cleaners Llc  
All Plast S A S  
Allen And Overy Llp  
Alliance Ground International Llc  
Arinc Sistemas Aeroportuarios De Colombia Sas  
Aruba Airport Authority Nv  
ATR  
Atton Las Condes Spa  
Atton Vitacura Spa  
Bacer S.A De C.V  
Boeing Group  
Bridgestone Aircraft Tire Usa Inc  
Brm Sa  
Buentipo Anchor Worldwide Sas  
Cae Colombia Flight Training Sas  
Carey International Inc  
Casa Grande Apart Hotel Srl  
Casa Proveedora Phillips S.A. (Costa Rica)  
Chilexpress Sa  
Ci Distrihogar Sas  
Ci Quintero Leather Sas  
City Of Los Angeles  
Cocina De Vuelos, S.A De C.V  
Colombian Mountain Coffee Ci Sas  
Colombiana De Software Y Hardware Colsof Sa  
Colombiana De Software Y Hardware Colsof Sa Sucursal El Salvador  
Compass Group Services Colombia Sa  
Consorcio Gss  
Coordinadora De Transportes P Y P Sas  
Core Advanced Group Sas  
Ddb Argentina Sa  
Ddb Worldwide Colombia Sas  
Decision Consultancy Inc  
Distribucion Y Transporte Sa  
Doblevia Transporte Sa  
Dotakondor Sas  
Dumbo Hotel Llc  
Ecs Latam Sas

Edgar Devia Garcia  
Egon Zehnder Sas  
Emsaairport Services Cem  
Engine Lease Finance Corporation  
Enterprise Services Colombia Sas  
Ernst & Young Sas  
Facebook Ireland Limited  
Fastlinecar S.A.  
Federal Aviation Administration  
Flying Food Group Llc  
Flying Food Group, Llc - Lax  
G4S Facility Management Cia Ltda  
Ga Telesis Llc  
Gate Gourmet Gmbh Deutschland  
Gate Group  
General Electric Company  
Getcom Group  
Girag Panama Sa  
Global Eagle Entertainment Spain Sl  
Global Lounge Av Mia Llc  
Goddard Catering Group Guatemala S.A  
Goddard Group  
Godoy Cordoba Abogados Sas  
Goodrich Group  
Google Inc  
Ground Services International Inc  
Grupo Global Legions Sa De Cv  
Hansair Logistics Inc  
Hazens Investments Llc  
Helios Technology & Innovation Sas  
Hewlett Packard Colombia Ltda  
Honeywell International Inc  
Hospitality Doral Llc  
Hotel Historico Ig Sa De Cv  
Hoteles Sheraton De Argentina S A C  
Ibm De Colombia & Cia Sca  
Idlewild Realty Llc  
Imc Group  
Industria Ambiental Sas  
Industria Nacional De Gaseosas S A  
Industrias Y Confecciones Inducon Sas  
Ingenieria En Manualidades Sas  
Inversiones Aereas Inversa Sas  
Ipsos Napoleon Franco & Cia S A S  
Jamaica Civil Aviation Authority  
Jeppesen Systems Ab

Kayak Software Corporation  
Kpmg Sas  
Lasa Sociedad De Apoyo Aeronautico Sa  
Leaseworks, Inc  
Logisciels Dti Inc  
Logistica Group Sas  
Longport Chile Sa  
Los Angeles World Airports  
Lufthansa Group  
Mantenimiento Y Servicios Scl Limitada  
Mas4 Consultoria Sas  
Maximus Global Services Llc  
Metropolitan Washington Airports  
Mia Bl Hotel Partners Llc  
Miami Airport Lessee Llc  
Michelin North America Inc  
Microsoft Corporation  
Morgan Y Morgan  
Mudamos Express Ltda  
Navblue Sas  
Nexsys De Centroamerica Sa De Cv  
Nexsys De Colombia Sa  
Norton Rose Fullbright  
Ofixpres S A S  
Omd Colombia S A S  
One Handling System Servicios Auxiliares Ltda  
Operadora Hotel Centro Historico S De Rl De Cv  
Oracle Colombia Ltda  
Oracle De Centroamerica S.A.  
Pacustoms Cia. Ltda.  
Panasonic Group  
Patrimonios Autonomos Fiduciaria Bancolombia S.A. Sociedad Fiduciaria  
Patrimonios Autonomos Fiduciaria Bancolombia Sa Sociedad Fiduciaria  
Payu Colombia Sas  
Pemica Inc  
Pourshins, Inc. - Suppliar  
Pratt & Whitney Group  
Price Water House Coopers Asesores Gerenciales Ltda  
Prointec Colombia  
Pros Revenue Management Inc  
Pros Revenue Management Lp  
Qualtrics Llc  
Rafael Espinosa G Y Cia Sas  
Ral Splitter Lp - DbA Aero Miami Ii Llc  
Ramirez Arana Y Compania Ltda  
Representaciones Del Mundo Sas Repremundo

Ricoh Colombia Sa  
Rockwell Collins Inc & Subsidiaries  
Rohr Inc  
Rolls Royce Plc  
Ropes And Gray Llp  
Safran Group  
Sap Colombia Sas  
Sb Hotels Spain Sl  
Securitas Group  
Servicios Aeroportuarios Integrados Sai Sas  
Servipallet Sa  
Siato  
Sinagri, S.A De C.V.  
Sistemas Eficientes Sa  
Sistemas Eficientes, S.A.  
Sociedad Aeroportuaria De La Costa Sa  
Sociedad Operadora De Aeropuertos Centro Norte Sas  
Sodexo Costa Rica Sociedad Anonima  
Sodexo Pass Peru Sac  
Sodexo S A S  
Steigenberger Hotel Ag  
Swissport Group  
Swissport Usa, Inc.  
Talma Group  
Tcs Solution Center Sucursal Colombia  
Tecnologias Unidas S.A De C.V  
The Port Authority Of Ny & Nj  
The Winterbotham Trust Company Limited  
Ti724 Sas  
Tom Bradley International Terminal Equipment Company-Tbitec  
Total Airport Services Inc  
Total Airport Services Llc  
Transportes Especiales A&S Sas  
Transportes Especiales Edquios Sas  
Trivento Bodegas Y Vinedos Sa  
Unidad Administrativa Especial De Aeronautica Civil  
Union Temporal Coopava -Xps Cargo Sas - Transporte  
Unisys De Colombia Sa  
Unisys Del Peru  
Ups Servicios Expresos Sas  
Upsky San Francisco Airport Hotel Llc  
Us Security Associates Inc  
Vedder Price P.C.  
Vedder Price Pte Ltd  
Viña Undurraga S A  
White & Case Llp

Wm Wireless & Mobile Sas  
Worldwide Flight Services  
Worldwide Flight Services Inc

**Potential Lien Claimants**

A Y P International Services Sapi De Cv  
Aar Aircraft Component Services  
Aar Landing Gear Llc  
Aba Air Group Llc  
Absa Aerolineas Brasilenas Sa  
Agencia De Aduana Jkm  
Agencia De Aduana Zeta  
Agencia De Aduanas Aviatur Sa Nivel 1  
Agencia De Aduanas Siaco Sas Nivel 1  
Agencia Warren, S. De R.L. De C.V.  
Air Cost Control Usa Llc  
Airbus Americas Customer Services, Inc  
Airbus Helicopters Inc  
Aj Levin Company Inc  
Aj Walter Aviation  
Ajw Technique Inc  
Alaris Aerospace Systems Llc  
All Security Sis Ltda  
Alonso Miranda  
Alpha And Omega Calibration Services Llc  
Alpha Brokers Corp  
Ametek D.B.A. Drake Air  
Amsafe Inc  
Ancra International Llc  
Araujo Ibarra Consultores Internacionales Sas  
Ariesa  
Arquitectura + Ingenieria Sas  
Arquitectura Y Senalizacion  
Atr Americas Inc  
Aviation Chemical Solutions Inc  
Aviation Instruments Repair  
Aviation Instruments Repair Specialists  
Aviation Metals Inc  
Aviotrade Inc  
Barfield Inc  
Be Aerospace Inc  
Be Aerospace Inc Netherlands  
Boeing Distribution Inc  
Boeing Distribution Services Inc  
Bollere Logistics Colombia Sas  
Bollere Logistics Usa Inc  
Bombardier Services Corporation

Bridgestone Aircraft Tire Usa Inc  
Buen Tipo  
Cariports Sa  
Certified Aviation Services Llc  
Coningenio  
Coningenio- Mobiliario  
Coningenio- Obra Civil  
Consortio Gss  
Dibreli  
Diehl Aerospace Inc  
Display Sistem  
Eastern Aeromarine  
Espacion Urbanos  
Etihad Aviation Group  
Exxonmobil Oil Corp  
F&E Aircraft Maintenance Dallas Llc  
Fedex Express  
Fedex Freight  
G4S  
Ga Telesis Llc  
General Electric Company  
Geven Spa  
Girag Panama S A  
Global Technik DbA Flugel  
Goodrich Actuation Systems Sas  
Goodrich Aerospace Wheels And Brakes  
Goodrich Control Systems  
Goodrich Corporation  
Goodrich Corporation Repair Station  
Goodrich Interiors Cargo Systems  
Goodrich Interiors Evacuation System  
Goodrich Interiors Specialty Seating  
Goodrich Light Systems Gmbh  
Goodrich Messier Inc  
Goodyear International Corporation  
Grupo Arquitectos  
Gya  
Hamilton Sundstrands Corporation  
Hansair Logistics Inc  
Heico Component Repair Group  
Hmv  
Honeywell International Inc  
Iae International Aero Engines Ag Iae  
Illuminair Support, Corp.  
Ils Cargo  
Ingemec



Insercor  
Integrated Supplier Alliance, Llc (Isa)  
Intertrade A Rockwell Collins Company  
Jet Aircraft Maintenance Inc  
Jet International  
Jet International Company L.L.C.  
Kellstrom Commercial Aerospace Inc  
Kirkhill Aircraft Parts Co (Proponent)  
Lasa Sociedad De Apoyo Aeronautico Sa  
Liebherr Aerospace Saline Inc  
Lufthansa Technik Ag  
Mankiewicz Coatings Llc  
Mantenimiento Y Servicios Scl Spa  
Mantilco S.A.  
Mantomain Cia Ltda  
Marlen Teresa Adad Strainz  
Meggitt Safety Systems  
Miami Aerospace  
Michelin North America Inc  
Mingo Aerospace Llc  
Montajes Savart  
Msac, S.A  
Mvp International Freigh System Inc  
Mvp Transportation Logistics Inc  
Omnigas Systems Inc.  
Pacustoms  
Panasonic Avionics Corporation  
Parker Hannifin Corporation  
Peerless Aerospace Fastener Corp  
Pi Proyectos Integrales  
Pratt & Whitney Canada Corp  
Pratt & Whitney Components Solution  
Prdesoto International Inc  
Premier Customs  
Preveo  
Professional  
Prointec Colombia  
Proyectos Integrales  
Recaro Aircraft Seating Americas Inc  
Roberto Adrian Milani  
Rockwell Collins Inc & Subsidiaries  
Rohr Aero Services, Llc  
Rohr Inc  
Rolls Royce Plc  
Rtm  
Safran Aerosystems Services Americas Llc

Safran Aircraft Engine  
Safran Cabin Catering Inc  
Safran Cabin Inc  
Safran Electronics And Defense Avionics Usa Llc  
Safran Landing Systems  
Safran Landing Systems Mro  
Safran Landing Systems Services Americas  
Safran Landing Systems- W&B  
Safran Landing Systems-Landing Gear  
Safran Nacelles  
Safran Seat France  
Safran Seat Us  
Satair Usa Inc  
Seal Dynamics Llc  
Sky Mart Sales Corporation  
Spantech  
Sterling Courier  
Sts Component Solutions Llc  
Summit Aerospace Inc  
Swissport Usa Inc.  
Tek Peru  
Telair International Gmbh  
Thales Avionics Inc  
The Boeing Company  
Topcast Aviation Usa, Inc.  
Tyco  
Unical Aviation Inc.  
United Aerospace Corporation  
Vortex Aviation Maintenance Inc  
Wencor Llc  
Wesco Aircraft Hardware Corporation  
Western Overseas Corp  
Wright International Ams Inc.

**Credit Card Processors**

Administradora de Tarjetas de Credito y Banco Pichincha C.A.  
American Express Payment Services Limited  
American Express Travel Related Services Company, Inc.  
Aruba's Bank  
ATCAN  
Austro  
BAC International Bank  
Bancard  
Banco Colpatria Multibanca Colpatria S.A.  
Banco Davivienda S.A.  
Banco de Bogota NY  
Banco de Bogota S.A.

Banco de Occidente  
Banco del Austro S.A.  
Banco Maduro  
Banco Santander S.A.  
Bancolombia  
Caixabank S.A.  
Cardnet  
Cielo  
Citibank, N.A  
Clave Panama  
Colpatria  
Comercia Global Payments EP, SL  
Compañía de Procesamiento de Pago de Guatemala  
Compañía de Servicios Conexos Expressnet S.A.C  
Consortio de Tarjetas Dominicanas S.A.  
Credomatic  
Davivenda  
Diners Club del Ecuador S.A.  
El Banco Internacional del Peru  
Elavon/Ingenico  
Fiduciaria Bogotá S.A.  
FINCIMEX Financiera Cimex S.A.  
First Data  
Guayaquil  
Interdin/DC  
La Caixa  
Linkser  
OCA  
Optar  
Pacifcard  
Pichincha  
Prismamp  
Produbanco  
Procesos MC  
Redecard  
Santander  
Sociedad Financiera, Interdim S.A.  
Tarjetas Banamex S.A. de CV  
Trans American Airlines  
Transbank S.A.  
USA VFlow Limited  
USAVFLOW (Cayman Islands)  
Visanet

**Export Credit Agencies**

AuslandsGeschäftsAbsicherung der Bundesrepublik Deutschland  
Euler Hermes Aktiengesellschaft

Brazilian Development Bank (BNDES)

Seguradora Brasileira de Crédito à Exportação S.A. (SBCE)

Bpifrance Assurance Export

The State of the French Republic

Compagnie Francaise d'Assurance pour le Commerce Extérieur

Servizi Assicurativi del Commercio Estero S.p.A. (SACE S.p.A.)

The Secretary of State of Her Britannic Majesty's Government acting by the Export Credits

Guarantee Department (operating as UK Export Finance)

**Schedule 2**

**Connections to Potential Parties in Interest**

<b>Party</b>	<b>Disclosure</b>
Aircastle Advisor LLC	Client or former client of Alton in matters unrelated to Debtors.
Aircastle Investment Holdings 2 Limited	Client or former client of Alton in matters unrelated to Debtors.
Aircastle Limited	Client or former client of Alton in matters unrelated to Debtors.
Avolon	Client or former client of Alton in matters unrelated to Debtors.
Avolon Aerospace Leasing Limited	Client or former client of Alton in matters unrelated to Debtors.
BOC Aviation Limited	Client or former client of Alton in matters unrelated to Debtors.
Bridgestone Aircraft Tire Usa Inc	Client or former client of Alton in matters unrelated to Debtors.
Celestial Aviation Trading 16 Limited	Client or former client of Alton in matters unrelated to Debtors.
Celestial Aviation Trading 73 Limited	Client or former client of Alton in matters unrelated to Debtors.
DVB Bank	Client or former client of Alton in matters unrelated to Debtors.
DVB Bank SE, London Branch	Client or former client of Alton in matters unrelated to Debtors.
Etihad Aviation Group	Client or former client of Alton in matters unrelated to Debtors.
F&E Aircraft Maintenance Dallas Llc	Client or former client of Alton in matters unrelated to Debtors.
General Electric Company	Client or former client of Alton in matters unrelated to Debtors.
GE Capital Aviation Services Limited	Client or former client of Alton in matters unrelated to Debtors.
Goshawk Aviation Limited	Client or former client of Alton. Alton previously advised Goshawk Aviation Limited in connection with an asset backed securitization transaction which involved certain of Debtors' aircraft. Alton does not currently advise Goshawk Aviation Limited with regard to any matters related to the Debtors. Alton does, however, issue periodic reports relating to the above referenced

	securitization transaction which may include cash flow forecasts involving aircraft leased to Debtors.
Goshawk Management (Ireland) Limited	Client or former client of Alton. Alton previously advised Goshawk Management (Ireland) Limited in connection with an asset backed securitization transaction which involved certain of Debtors' aircraft. Alton does not currently advise Goshawk Management (Ireland) Limited with regard to matters related to Debtors;. Alton does, however, issue periodic reports relating to the above referenced securitization transaction which may include cash flow forecasts involving aircraft leased to Debtors. .
Jackson Square Aviation	Client or former client of Alton in matters unrelated to Debtors.
JSA International U.S. Holdings, LLC	Client or former client of Alton in matters unrelated to Debtors.
KPMG SAS	Client or former client of Alton in matters unrelated to Debtors.
Lufthansa Technik Ag	Client or former client of Alton in matters unrelated to Debtors.
MERX Aviation Finance, LLC	Client or former client of Alton. Alton previously advised Merx Aviation Finance, LLC in connection with transactions that may have involved certain of Debtors' leases. Alton does not currently advise Merx Aviation Finance LLC with regard to any matters related to Debtors. Alton does, however, issue periodic reports relating to the above referenced securitization transactions which may include cash flow forecasts involving aircraft leased to Debtors.
Merx Aviation Servicing Limited	Client or former client of Alton. Alton previously advised Merx Aviation Finance, LLC, an entity that may be related to Merx Aviation Servicing Limited, in connection with transactions that may have involved certain of Debtors' leases. Alton does not currently advise Merx Aviation Servicing Limited

	with regard to any matters related to Debtors. Alton does, however, issue periodic reports relating to the above referenced securitization transactions which may include cash flow forecasts involving aircraft leased to Debtors.
Milbank LLP	Client or former client of Alton in matters unrelated to Debtors.
Morgan Stanley	Client or former client of Alton in matters unrelated to Debtors.
Price Water House Coopers Asesores Gerenciales Ltda	Client or former client of Alton in matters unrelated to Debtors.
Rockwell Collins Inc & Subsidiaries	Client or former client of Alton in matters unrelated to Debtors.
Smbc Aviation Capital	Client or former client of Alton in matters unrelated to Debtors.
Stratos Aircraft Management Limited	Client or former client of Alton in matters unrelated to Debtors.
Sumitomo Mitsui Banking Corporation	Client or former client of Alton in matters unrelated to Debtors.
TD Bank N.A.	Client or former client of Alton in matters unrelated to Debtors.
Vedder Price P.C.	Client or former client of Alton. Alton advised Vedder Price P.C. in connection with a matter involving a non-debtor affiliate of Debtors. Alton does not currently advise Vedder Price P.C. in with regard to any matters related to Debtors.
Wencor Llc	Client or former client of Alton in matters unrelated to Debtors.
Wings Aviation Capital	Client or former client of Alton in matters unrelated to Debtors.
Wings Capital Partners Management	Client or former client of Alton in matters unrelated to Debtors.

**Exhibit C**

**Engagement Letter**





110 WEST 40TH STREET  
SUITE 505  
NEW YORK, NEW YORK 10018 USA

ALTONAVIATION.COM

## CLIENT AGREEMENT

This agreement (this “**Agreement**”) confirms that Alton Aviation Consultancy LLC (“**Alton**”) <sup>1</sup> has been engaged by the Official Committee of Unsecured Creditors of Avianca Holdings, S.A., et al. (such committee and its members, the “**Committee**” or “**Client**”) to act as set forth below in connection with the chapter 11 cases (the “**Cases**”) of Avianca Holdings, S.A. and its affiliates (collectively “**Debtors**”) pending in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). Alton and the Committee may be referred to individually as a “**Party**” or collectively as “**Parties**” to this Agreement.

### 1. ALTON SERVICES.

1.1 **Provision of Services to Client.** The Committee hereby engages Alton to provide it with the following services (the “**Services**”):

- a. In light of current market conditions, assessment as to future demand recovery scenarios and the likely impact of such scenarios
- b. Operational assessment, including operating plan diligence with projections / assumptions; cost structure; market and traffic forecast; benchmarking performance metrics to other similarly positioned airlines
- c. Evaluate future strategic positioning relative to main competitors
- d. Provide assessment of near-term cash required to support business plan and feasibility of medium-to longer-term financial projections
- e. Fleet analysis, review of fleet plan, orderbook considerations
- f. Analysis of claims arising from rejection or abandonment of aircraft leases
- g. Assistance with identifying and implementing aircraft redeployment opportunities and / or asset divestitures
- h. Analysis of fleet maintenance conditions, maintenance forecast and heavy maintenance contracts
- i. Analysis of assumption and rejection issues regarding maintenance contracts and other executory contracts and leases
- j. Assess and monitor competitor and market performance
- k. Assess and monitor operational performance, including provision of flash reports to Committee
- l. Other Services as mutually agreed between the Committee and Alton

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<sup>1</sup> For purposes of this Agreement, Alton shall include Alton Aviation Consultancy LLC and the following wholly owned subsidiaries: Alton Aviation Consultancy (Hong Kong) Limited; Alton Aviation Consultancy Japan Kabushiki Kaisha; Alton Aviation Consultancy Singapore Private Limited, De Shi International Aviation Consulting (Beijing) Limited Company; and Alton Aviation Consultancy Ireland Limited.



1.2 **General Limitations on Use of Services.** Except as otherwise approved by Alton in writing in advance, Committee may use the Services solely for its business purposes in connection with the Cases and in accordance with any guidelines provided by Alton and as approved by the Bankruptcy Court.

## 2. **TERM OF AGREEMENT.**

2.1 **Term of Agreement.** The term of this Agreement begins on the Effective Date and remains in effect, unless terminated in accordance with Section 7 below, until the earlier of (i) the date a plan of reorganization is confirmed in these chapter 11 cases, (ii) conversion of these chapter 11 cases to Chapter 7 of the Bankruptcy Code, (iii) appointment of a Chapter 11 trustee or an examiner with expanded powers in these chapter 11 cases, (iv) dismissal of these chapter 11 cases or (v) the dissolution of the Committee..

## 3. **FEES, PAYMENTS, EXPENSES.**

3.1 **Fees.** Alton shall be paid for services on an hourly basis, effective as of May 27, 2020. The applicable schedule of hourly rates are as follows:

- Managing Director	\$1025
- Director	\$800
- Engagement Manager	\$675
- Senior Associate	\$510
- Associate	\$350

3.2 **Expenses:** All disbursements and out-of-pocket expenses (the “Expenses”) incurred by Alton in connection with the services rendered hereunder (including, without limitation, reasonable attorneys’ fees, travel and lodging expenses, messenger services, duplicating services and other customary expenditures) shall be reimbursed to Alton, or paid on behalf of Alton, promptly as billed.

3.3 **Payment:** Alton shall invoice the Company for fees and expenses under this Agreement in accordance with the fee procedures order entered by the Bankruptcy Court. Alton acknowledges that all compensation to be paid under this Agreement will be subject to the Bankruptcy Court’s review and approval, after notice and a hearing, and that neither the Committee nor its individual members will be liable for such amounts. All fees and expenses payable to Alton pursuant to this Section 3 shall be payable in cash via wire transfer to an account designated by Alton.

3.4 **Indemnification:** The terms and provisions of Schedule A are incorporated by reference herein, constitute a part hereof, and shall survive any termination or expiration of this Agreement. Neither Alton or any of the Indemnified Persons (as defined in Schedule A), nor the Debtors or their affiliates, shall be responsible or have any liability for any indirect, special, or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility thereof; provided, however, that the foregoing shall not place any limitation on the Debtors’ indemnification obligations under this Section 3.4 and Schedule A in connection with third-party claims.



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#### **4. COOPERATION.**

4.1 The Committee shall furnish or use its best efforts to cause the Debtors to furnish Alton with all current and historical materials and information regarding the business and financial condition of the Debtors relevant to the Services and all other information and data, and access to the Debtors' officers, directors, employees, and professional advisors, which Alton reasonably requests in connection with its activities hereunder. All such materials, information and data shall be complete and accurate in all material respects and not misleading. The Committee agrees to promptly advise Alton of all developments known to the Committee materially affecting the Committee, the Debtors or the completeness or accuracy of the information previously furnished to Alton by or on behalf of the Committee or the Debtors.

4.2 The Committee further acknowledges that Alton (i) will be relying on information and data provided to it (including, without limitation, information provided by or on behalf of the Debtors or the Committee) and available from generally recognized public sources, without having independently verified the accuracy or completeness thereof, (ii) does not assume responsibility for the accuracy or completeness of any such information and data, (iii) has not made, and will not make, any physical inspection or appraisal of the properties, assets, or liabilities (contingent or otherwise) of the Debtors or any other party, and (iv) in relying on any financial forecasts that may be furnished to or discussed with Alton, will assume that such forecasts have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of management as to the future financial performance of the Debtors or any other party to a transaction being reviewed by Alton, as the case may be (and if such forecasts no longer reflect such estimates and judgments, then the Debtors will promptly inform, and provide updated forecasts to, Alton).

4.3 The Committee acknowledges that this assignment may lead to an outcome not anticipated in this Agreement. In the event that circumstances have changed such that this engagement requires more of Alton's time and efforts than originally anticipated, the Committee agrees to meet and confer with Alton in good faith to determine the appropriate additional fees for Alton's services.

#### **5. BANKRUPTCY RETENTION.**

5.1 The Committee shall use its best efforts to obtain prompt approval of this Agreement from the Bankruptcy Court. Such approval shall provide for the retention of Alton as of the effective date of this Agreement and shall incorporate all of the terms and conditions herein (explicitly including, but not limited to, the obligations and acknowledgements set forth in Schedule A). The Committee agrees that the application to retain Alton pursuant hereto, and the proposed order in connection therewith, will be subject to the prior approval of Alton in its sole and absolute discretion, and agrees that this Agreement (except for the obligations under Section 3 and Schedule A hereto) shall be null and void and Alton shall have no obligations hereunder unless such an order has been entered by the Bankruptcy Court and no appeal is pending as to such order.

#### **6. CONFIDENTIALITY; DATA RIGHTS.**

6.1 **Definition of Confidential Information.** “**Confidential Information**” of a Party is information or data, in any form or format, including oral, written, graphic, magnetic, digital, electronic, audio or visual, of or about the Party, its business, its products and services and business relationships: (a) that is not readily accessible, without restriction, to the public; (b) that the Party identifies and designates as being confidential; (c) that applicable law defines as being confidential or proprietary; (d) that applicable law defines as a “trade secret; or (e) that under the circumstances a reasonable person would regard as confidential or proprietary. Second Party acknowledges and agrees that non-public information about the other Party’s products, services, proposals, and business plans, are Confidential Information of the other Party.

6.2 **Non-Disclosure; Non-Use.** Alton’s advice is solely for the confidential use and information of the Committee (solely in the members’ capacity as members of the Committee), and is only to be used in considering the matters to which this Agreement relates. Such advice may not be relied upon by any other party. No information or advice provided or materials prepared by Alton may be disclosed, in whole or in part, or summarized, excerpted from, or otherwise referred to without Alton’s prior written consent. The Committee and the Debtors shall not disseminate any materials bearing the Alton name or logo without Alton’s knowledge and consent. In addition, the Committee agrees that any reference to Alton in any release, communication, or other material is subject to Alton’s prior written approval, which may be given or withheld in its reasonable discretion, for each such reference.

6.3 **Compelled Disclosures.** If a Party is required (by oral questions, interrogatories, requests for information or documents in a court or administrative proceeding, subpoena, civil investigative demand or other similar process) to disclose any of the other Party’s Confidential Information, that Party will provide the other Party with prompt notice of the request or requirement so that the other Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

6.4 **Marketing Rights.** Alton may include the Client’s or Debtors’ name, logo, and project narrative in Alton’s marketing materials.

## 7. **EARLY TERMINATION.**

7.1 **Termination.** Either Party may terminate this Agreement upon 10 days prior written notice.

7.2 **Obligations of Client on Termination.** Upon any termination of this Agreement, Alton shall be entitled to receive all unpaid Fees through the date of termination as well as any expenses or costs already incurred by Alton in anticipation of the provision of Services. In addition, the indemnification provisions pursuant to Section 3 and Schedule A of this Agreement and Sections 3, 4, 6, 8 and 9, shall survive the termination of this Agreement.

## 8. **GOVERNING LAW AND VENUE.**



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8.1 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. Any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may only be brought in the state courts of the State of New York located in New York City or in the United States District Court for the Southern District of New York.

## 9. GENERAL.

9.1 **Miscellaneous Provisions.** Client may not assign or attempt to assign any of its rights or delegate any of its duties under this Agreement without Alton's prior written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties' successors and assigns. The relationship between the Parties created by this Agreement is that of independent contractor and not partners, joint ventures, agents or employees. This Agreement may be executed simultaneously in multiple counterparts. This Agreement is the exclusive and entire agreement between the Parties with respect to its subject matters and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written, oral, electronic or web-based relating to its subject matter. No modification or waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized Representative of the Party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement. All notices pursuant to this Agreement, will be deemed sufficiently given by email or in writing if personally delivered or mailed by certified or first class mail or a nationally recognized courier to a Party at its address set forth on the cover page to this Agreement, or at such other address as a Party may from time to time specify by written notice to the other Party. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties will execute and deliver such other instruments and documents, and take such other actions, as either Party reasonably requests to evidence or effect the transactions contemplated by this Agreement. All provisions of this Agreement that by their nature or terms should continue in effect after termination or expiration of this Agreement shall survive termination or expiration. Each Party represents and warrants to the other Party that it has the corporate authority to enter into and perform its obligations under this Agreement and that the person signing this Agreement on its behalf has the authority to do so.

## SCHEDULE A



Reference is made to the Agreement attached hereto between Alton and the Committee. Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

As further consideration under the Agreement, the Debtors agree to indemnify and hold harmless Alton and its affiliates, and each of their respective officers, directors, managers, members, partners, employees, and agents, and any other persons controlling Alton or any of its affiliates and their successors and permitted assigns (collectively, "Indemnified Persons"), to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third-party subpoenas, damages, costs, and expenses (an "Action") (including, without limitation, full reimbursement of all fees and expenses of counsel incurred in investigating, preparing, or defending against any such Action and in enforcing the terms of this Schedule A), as incurred, related to, or arising out of or in connection with Alton's services (whether occurring before, at, or after the date hereof) under the Agreement, or any proposed transaction contemplated by the Agreement or any Indemnified Person's role in connection therewith, whether or not resulting from an Indemnified Person's negligence ("Losses"); provided, however, that the Debtors shall not be responsible for any Excluded Losses. "Excluded Losses" shall mean Losses that arise out of or are based on any action of or failure to act by Alton to the extent such Losses are determined, by a final, non-appealable judgment by a court, to have resulted solely from Alton's gross negligence or willful misconduct (other than an action or failure to act undertaken at the request or with the consent of the Debtors or the Committee).

Each of the Debtors and the Committee agrees that no Indemnified Person shall have any liability to the Debtors or the Committee (or any member thereof) or their respective owners, parents, affiliates, securityholders, or creditors for any Losses, except for Excluded Losses.

The Debtors agree that they will not settle, facilitate any settlement of, or compromise or consent to the entry of any judgment in, or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party to such Action) unless Alton has given its prior written consent, or the settlement, compromise, consent, or termination (i) includes an express unconditional release of such Indemnified Person from all Losses arising out of such Action, and (ii) does not include any admission or assumption of fault on the part of any Indemnified Person.

If, for any reason (other than by reason of a final, non-appealable judgment by a court as to the gross negligence or willful misconduct of Alton as provided above) the foregoing indemnity is judicially determined to be unavailable to an Indemnified Person for any reason or insufficient to hold any Indemnified Person harmless, then the Debtors agree to contribute to any such Losses in such proportion as is appropriate to reflect the relative benefits received or proposed to be received by the Debtors and their securityholders, on the one hand and by Alton on the other, from any proposed transaction or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Debtors and their securityholders, on the one hand and Alton on the other, but also the relative fault of the Debtors and their securityholders on the one hand, and Alton, on the other, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Indemnified Persons to all Losses shall not exceed the amount of fees actually received by Alton with respect to the services rendered pursuant to the Agreement. Relative benefits to the Debtors





and their securityholders, on the one hand, and to Alton, on the other hand, shall be deemed to be in the same proportion as (i) the total transaction value of any proposed transaction bears to (ii) all fees actually received by Alton in connection with the Agreement.

The indemnity, contribution, and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Debtors may have to any Indemnified Person at common law or otherwise, (ii) shall survive the termination of the Agreement, (iii) shall apply to any modification of Alton's engagement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Alton or any other Indemnified Person, (v) shall be binding on any successor or assign of the Debtors and successors or assigns to the Debtors' business and assets, and (vi) shall inure to the benefit of any successor or assign of any Indemnified Person. For a period beginning on the date hereof and ending on that date which is three years from termination of this Agreement, prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend, or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Debtors set forth in this Schedule A, the Debtors will notify Alton in writing thereof (if not previously notified) and, if requested by Alton, shall arrange in connection therewith alternative means of providing for obligations of the Debtors set forth in this Schedule A, including the assumption of such obligations by another party, insurance, surety bonds, or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to Alton; provided, however, that if any action, proceeding or investigation is pending at the end of such three-year period for which a claim for indemnification, contribution, or reimbursement under this Schedule A has been made, the Debtors' obligations hereunder shall continue until such action, proceeding, or investigation has been ultimately resolved.

**Exhibit D**

**Division of Labor**

Advisor	Services
<b><u>JEFFERIES</u></b>	<ul style="list-style-type: none"><li>• Strategic alternatives<ul style="list-style-type: none"><li>○ Restructuring alternatives</li><li>○ Other alternatives (M&amp;A / asset sales)</li></ul></li><li>• Valuation analysis</li><li>• Cash management</li><li>• DIP Financing<ul style="list-style-type: none"><li>○ Potential sources</li><li>○ DIP benchmarking</li><li>○ Review of covenants and milestones</li></ul></li><li>• Business plan due diligence</li><li>• Advise on current state of the restructuring / capital markets</li><li>• Evaluation of restructuring proposals</li><li>• Exit financing alternatives</li><li>• Capital structure / debt capacity</li><li>• Plan feasibility issues</li><li>• Review of claims reconciliation and estimation process</li><li>• Negotiation with Debtors and other parties-in-interest</li><li>• Asset monetization alternatives including LifeMiles program</li></ul>
<b><u>ALTON</u></b>	<ul style="list-style-type: none"><li>• In light of current market conditions, assessment as to future demand recovery scenarios and the likely impact of such scenarios</li><li>• Operational assessment, including:<ul style="list-style-type: none"><li>○ Operating plan diligence; projections / assumptions</li><li>○ Cost structure</li><li>○ Market and traffic forecast</li><li>○ Benchmarking performance metrics to other similarly positioned airlines</li></ul></li><li>• Evaluate future strategic positioning relative to main competitors</li><li>• Provide assessment of near-term cash required to support business plan and feasibility of medium-to longer-term financial projections</li><li>• Fleet analysis, review of fleet plan, order book considerations</li></ul>



Advisor	Services
	<ul style="list-style-type: none"><li>• Analysis of claims arising from rejection or abandonment of aircraft leases</li><li>• Assistance with identifying and implementing aircraft redeployment opportunities and / or asset divestitures</li><li>• Analysis of fleet maintenance conditions, maintenance forecast and heavy maintenance contracts</li><li>• Analysis of assumption and rejection issues regarding maintenance contracts and other executory contracts and leases</li><li>• Assess and monitor competitor and market performance</li><li>• Assess and monitor operational performance<ul style="list-style-type: none"><li>○ Provide flash reports to Committee</li></ul></li></ul>
<b><u>A&amp;M</u></b>	<ul style="list-style-type: none"><li>• First Day motions and general motion review</li><li>• Review of SOFAs, SOALs, MORs and periodic reports</li><li>• Review of KEIP / KERP</li><li>• Review of tax matters</li><li>• Review of intercompany claims, to the extent the Committee determines that such services are in the best interest of the estates</li><li>• Analysis of potential avoidance actions (including exchange transactions) / solvency analysis, to the extent the Committee determines that such services are in the best interest of the estates</li><li>• Assist in financial analysis in support of Jefferies and Alton as needed</li><li>• Assist with any items requested by the Committee and its counsel</li></ul>