

**Presentment Date and Time: September 24, 2020 at 12:00 p.m. (prevailing Eastern Time)**  
**Objection Deadline: September 22, 2020 at 4:00 p.m. (prevailing Eastern Time)**

Sandy Qusba, Esq.  
Nicholas A. Baker, Esq.  
Jamie Fell, Esq.  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502  
squsba@stblaw.com  
nbaker@stblaw.com  
jamie.fell@stblaw.com  
*Counsel for JPMorgan Chase Bank, N.A.*

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

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In re: : Chapter 11  
: :  
AVIANCA HOLDINGS S.A., *et al.*,<sup>1</sup> : Case No. 20-11133 (MG)  
: :  
Debtors. : (Jointly Administered)  
: :  
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**NOTICE OF PRESENTMENT OF STIPULATION  
BETWEEN DEBTORS AND JPMORGAN CHASE BANK, N.A.**

<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 Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas 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 México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



**PLEASE TAKE NOTICE** that on September 17, 2020, pursuant to the *Stipulation and Agreed Order for Limited Relief from the Automatic Stay to Effectuate a Setoff*, filed contemporaneously herewith (the “Stipulation and Agreed Order”), the Debtors and JP Morgan Chase Bank, N.A. (“JPM”) stipulated and agreed to modify the automatic stay solely to permit JPM to setoff approximately \$700,700 from a certain bank account with JPM in order to satisfy certain reimbursement obligations owed by the Debtors on account of a letter of credit funded by JPM on September 10, 2020.

**PLEASE TAKE FURTHER NOTICE** that the Stipulation and Agreed Order, which is annexed hereto as Annex A, will be presented for signature to the Honorable Judge Martin Glenn, United States Bankruptcy Judge for the Southern District of New York (the “Court”), Room 501, One Bowling Green, New York, New York, 10004 on **September 24, 2020 at 12:00 p.m.** (prevailing Eastern Time).

**PLEASE TAKE FURTHER NOTICE** that any objections or responses to the Stipulation and Agreed Order shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 47] (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>) by **September 22 at 4:00 p.m., prevailing Eastern Time (the “Objection Deadline”)**; and (d) be promptly served on the following parties: (i) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (ii) the Debtors, c/o Richard Galindo

([richard.galindo@avianca.com](mailto:richard.galindo@avianca.com)); (iii) Milbank LLP (Attn: Evan R. Fleck, Esq. and Gregory A. Bray, Esq. ([efleck@milbank.com](mailto:efleck@milbank.com) and [gbray@milbank.com](mailto:gbray@milbank.com))), counsel for the Debtors; (iv) Morrison & Foerster LLP (Attn: Brett H. Miller, Esq. and Todd M. Goren, Esq. ([brettmiller@mofo.com](mailto:brettmiller@mofo.com) and [tgoren@mofo.com](mailto:tgoren@mofo.com))), counsel to the Official Committee of Unsecured Creditors (the “Committee”); (v) Simpson Thacher & Bartlett LLP (Attn: Nicholas A. Baker, Esq. and Jamie J. Fell, Esq.) ([nbaker@stblaw.com](mailto:nbaker@stblaw.com) and [jamie.fell@stblaw.com](mailto:jamie.fell@stblaw.com)), counsel for JPM; (vi) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, NY 10014 (Attn: Brian Masumoto, Est. and Greg Zipes, Esq.); (vii) the Securities and Exchange Commission, 100 F Street, NE, Washington, D.C. 20549; (viii) the Federal Aviation Administration, 800 Independence Ave., S.W. Washington, DC 20591 (Attn: Office of the Chief Counsel); and (ix) the attorneys for any other official committee(s) that may be appointed in these Chapter 11 Cases.

**PLEASE TAKE FURTHER NOTICE** that, if no objections are received by the Objection Deadline, the Court may approve the Stipulation and Agreed Order without further notice.

**PLEASE TAKE FURTHER NOTICE** that if an objection is timely filed by the Objection Deadline, the Court will notify the Debtors and the objecting parties of the date and time of the hearing with respect to the Stipulation and Agreed Order and the Debtors’ obligation to notify all other parties entitled to receive notice. The Debtors and any objecting parties are required to attend the hearing in accordance with General Order M-543 (which can be found at <http://www.nysb.uscourts.gov>), and failure to attend may result in relief being granted or denied upon default.

**PLEASE TAKE FURTHER NOTICE** that copies of the Stipulation and Agreed Order 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 at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: New York, New York  
September 17, 2020

/s/ Sandy Qusba  
Sandy Qusba, Esq.  
Nicholas A. Baker, Esq.  
Jamie Fell, Esq.  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502  
squsba@stblaw.com  
nbaker@stblaw.com  
jamie.fell@stblaw.com

*Counsel for JPMorgan Chase Bank, N.A.*

**Annex A**

**Stipulation and Agreed Order**

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

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In re:	: Chapter 11
	:
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	: Case No. 20-11133 (MG)
	:
Debtors. <sup>2</sup>	: Jointly Administered
	:

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**STIPULATION AND AGREED ORDER FOR LIMITED RELIEF FROM THE  
AUTOMATIC STAY TO EFFECTUATE A SETOFF**

Avianca Holdings S.A., (“Avianca”) and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) and JPMorgan Chase Bank, N.A. (“JPM” and, together with the Debtors, the “Parties” and each a “Party”) hereby enter into this Stipulation and Agreed Order (this “Stipulation”) and stipulate and agree as follows:

**RECITALS**

**WHEREAS**, on May 10, 2020 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United

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<sup>2</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s tax identification number (as applicable), are: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int’l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas 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); Tacade México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

States Bankruptcy Court for the Southern District of New York (the “Court”), and such cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure [Docket No. 34] (collectively, the “Chapter 11 Cases”). The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to section 107(a) and 1108 of the Bankruptcy Code.

**WHEREAS**, JPM has issued certain bilateral letters of credit in favor of the Debtors (the “Letters of Credit”).

**WHEREAS**, the Debtors maintain a bank account with JPM, account number ending \*8356 (the “Cash Collateral Account”), in which the Debtors have deposited cash for purposes of securing the Debtors’ reimbursement obligations under the Letters of Credit (such cash, the “LC Cash Collateral”).

**WHEREAS**, on June 9, 2020, this Court entered the *Amended Final Order Pursuant to Sections 105(a), 345, 363, and 364 of the Bankruptcy Code (I) Authorizing Debtors to (A) Maintain and Use Existing Cash Management Systems, Bank Accounts and Business Forms; (B) Continue to Engage in Intercompany Transactions and Afford Administrative Expense Priority to Intercompany Claims; (C) Continue Payment of Service Charges; (II) Waiving Compliance with Section 345 of Bankruptcy Code; and (III) Granting Related Relief* [Docket No. 385] (the “Cash Management Order”).

**WHEREAS**, paragraph 5 of the Cash Management Order provides that, to the extent of any draw under a Letter of Credit, JPM may seek relief from the automatic stay with or without the Debtors’ consent as it relates to funds in the Cash Collateral Account.

**WHEREAS**, on September 10, 2020, JPM funded \$700,000 under a Letter of Credit (ending number: 259) (the “Specified Letter of Credit”), and such funding is subject to associated fees and charges totaling approximately \$700.

WHEREAS, Debtor Aerovias del Continent Americano Sa Avianca (“Avianca CASA”) is the obligor under the Specified Letter of Credit.

**IT IS HEREBY STIPULATED AND AGREED AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, THE FOLLOWING IS SO ORDERED:**

1. This Stipulation shall only be effective and enforceable upon its approval and entry by this Court on the docket for these Chapter 11 Cases, and then it shall be immediately effective and enforceable.
2. The foregoing recitals are hereby incorporated by reference into this Stipulation.
3. The automatic stay under section 362 of the Bankruptcy Code is hereby modified solely to permit JPM to setoff \$700,700 from the Cash Collateral Account on account of Avianca CASA’s reimbursement obligations to JPM for the Specified Letter of Credit. Upon entry of this Stipulation, JPM shall be authorized to transfer \$700,700 from the Cash Collateral Account for payment, in satisfaction of Avianca CASA’s reimbursement obligation for the September 10, 2020 draw on the Specified Letter of Credit.
4. The Parties shall not alter or modify this Stipulation except by an instrument in writing executed by all Parties hereto or an order that this Court may enter on the docket for these Chapter 11 Cases.
5. This Stipulation and any claims arising out of or related directly or indirectly to this Stipulation shall be construed and enforced in accordance with and governed by the laws of the State of New York without regard to conflict of laws principles, except to the extent the provisions of the Bankruptcy Code and/or the Federal Rules of Bankruptcy Procedure are applicable.
6. This Stipulation may be executed and delivered (including by facsimile or portable document format transmission) in one or more counterparts, and by the different Parties hereto in



separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

7. The undersigned hereby represent and warrant that they have full authority to executed this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

8. The Court shall retain jurisdiction over all disputes arising under or related to this Stipulation.

9. Each of the Parties do not admit any liability of any kind whatsoever by executing this Stipulation and do not waive and expressly reserve all rights available under contract, at equity or in law. Nothing in this Stipulation shall modify or waive any rights or remedies that JPM has, or any obligations the Debtors may have, in respect of the Letters of Credit, under the Cash Management Order or otherwise, and all such rights, remedies and obligations shall remain in full force and effect.

10. The terms of this Stipulation are binding on the Parties and their parents, subsidiaries, affiliates, successors, agents and assigns, including any trustee or estate representative hereafter appointed in these Chapter 11 Cases.

*[Remainder of Page Left Intentionally Blank]*

Dated: New York, New York  
September 17, 2020

By: /s/ Evan R. Fleck

Dennis F. Dunne  
Evan R. Fleck  
MILBANK LLP  
55 Hudson Yards  
New York, NY 10001  
T: (212) 530-5000  
F: (212) 530-5219  
ddunne@milbank.com  
efleck@milbank.com

*Counsel for the Debtors and Debtors in  
Possession*

By: /s/ Sandy Qusba

Sandy Qusba, Esq.  
Nicholas A. Baker, Esq.  
Jamie Fell, Esq.  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502  
squsba@stblaw.com  
nbaker@stblaw.com  
jamie.fell@stblaw.com

*Counsel for JPMorgan Chase Bank, N.A.*

**SO ORDERED.**

Signed: \_\_\_\_\_

\_\_\_\_\_  
**MARTIN GLENN**  
**UNITED STATES BANKRUPTCY JUDGE**