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*Counsel for Debtors and Debtors-
In-Possession*

**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> , ¹	: Case No. 20-11133 (MG)
	: :
Debtors.	: (Jointly Administered)
	: :
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**CERTIFICATE OF NO OBJECTION REGARDING
MATTERS SCHEDULED FOR NOVEMBER 19, 2020 HEARING**

Pursuant to 28 U.S.C. § 1746, Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), and in accordance with this Court’s case

¹ 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. International Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaragüense de Aviación, Sociedad Anónima (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aéreo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A); AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá D.C., Colombia.



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management procedures set forth in the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 47] (the “Case Management Order”), the undersigned counsel for the above-captioned debtors and debtors in possession (the “Debtors”) hereby certifies as follows:

1. On October 7, 2020, the Debtors filed their *Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 328(a) and 1107(b) of Bankruptcy Code and Fed. R. Bankr. P. 2014, 2016 and 5002 Authorizing Employment and Retention of Quinn Emanuel Urquhart & Sullivan LLP as Special Litigation Counsel to Debtors and Debtors in Possession Nunc Pro Tunc to September 10, 2020* [Docket No. 1045] (the “Quinn Retention Application”).

2. On October 29, 2020, the Debtors filed their *Application for an Order (I) Establishing Bar Dates for Filing Proofs of Claim; (II) Approving Proof of Claim Forms, Bar Date Notices, and Mailing and Publication Procedures; (III) Implementing Uniform Procedures Regarding 503(B)(9) Claims; and (IV) Providing Certain Supplemental Relief* [Docket No. 1138] (the “Bar Date Motion”).

3. On November 5, 2020, the Debtors filed their *Motion for an Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 (I) Establishing Claims Objection and Notice Procedures and (II) Granting Related Relief* [Docket No. 1149] (the “Claims Procedures Motion”, and together with the Quinn Retention Application and the Bar Date Motion, the “Motions”).

4. In accordance with the Case Management Order, objections or responses to the Motions were due no later than November 12, 2020, at 4:00 p.m., prevailing Eastern Time (the “Objection Deadline”). Local Rule 9075-2 provides that the Motions may be granted without a hearing if (a) no objections or other responsive pleadings have been filed on or before the applicable objection deadline, and (b) the attorney for the entity that filed the Motions comply with

such rule.

5. As of the filing of this certificate, more than forty-eight (48) hours have elapsed since the Objection Deadline and, to the best of my knowledge, no responsive pleadings to the Motions have been (a) filed with the Court on the docket of the above-captioned chapter 11 cases, or (b) served on the Debtors or their counsel.

6. Accordingly, the Debtors respectfully request entry of the proposed orders granting the relief requested in the Motions, annexed hereto as **Exhibit A** (for the Quinn Retention Application), **Exhibit B** (for the Bar Date Motion), and **Exhibit C** (for the Claims Procedures Motion). No revisions have been made to the Sealing Motion Proposed Order. Based upon discussions with the Official Committee of Unsecured Creditors and certain other parties in interest, certain revisions have been made to the proposed orders for the Bar Date Motion and the Claims Procedures Motion, which are reflected in the blacklined versions thereof annexed hereto.

7. If not entered prior to the hearing, the Debtors will seek entry of the Proposed Orders at the hearing scheduled for 10:00 a.m. (prevailing Eastern Time) on November 19, 2020, before the Honorable Martin Glenn, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green New York, NY 10004.

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
November 16, 2020

/s/ Evan R. Fleck
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*Counsel for Debtors and
Debtors-in-Possession*

Exhibit A

Quinn Retention Application Proposed Order

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

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: In re: : Chapter 11
: :
: AVIANCA HOLDINGS S.A., *et al.*,¹ : Case No. 20-11133 (MG)
: :
: Debtors. : (Jointly Administered)
: :
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**ORDER PURSUANT TO 11 U.S.C. §§ 327(a), 328(a) AND 1107 AND
FED. R. BANKR. P. 2014, 2016 AND 5002, AUTHORIZING EMPLOYMENT
AND RETENTION OF QUINN EMANUEL URQUHART & SULLIVAN LLP
AS SPECIAL LITIGATION COUNSEL FOR DEBTORS AND DEBTORS IN
POSSESSION *NUNC PRO TUNC* TO SEPTEMBER 10, 2020**

Upon the application (the “**Application**”)² of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order, pursuant to sections 327(a), 328(a) and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a), 2016 and 5002, and Local Bankruptcy Rules 2014-1 and 2016-1, authorizing the Debtors to employ and retain Quinn Emanuel as its special litigation counsel, effective as of September 10, 2020; and upon the Tecce Declaration and

¹ 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); Nicaragüense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aéreo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A); AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Galindo Declaration (together, the “**Declarations**”); 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 that the relief requested in the Application is in the best interests of the Debtors’ estate, their creditors, and other parties in interest; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; 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 as set forth in this Order.
2. Pursuant to sections 327(a), 328(a) and 1107(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain Quinn Emanuel as special litigation counsel, effective as of September 10, 2020, pursuant to the terms and conditions set forth in the Application and the Engagement Letter.
3. Quinn Emanuel shall file interim and final fee applications for allowance of its compensation and reimbursement of its expenses with respect to services rendered in these chapter 11 cases with the Court, in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, this Order, and such other procedures as may be fixed by order of the Court.

4. Quinn Emanuel shall include in its fee applications, among other things, contemporaneous time records setting forth a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in one tenth (.1) hour increments.

5. Prior to any increases in Quinn Emanuel's rates with respect to this Order and the Application, Quinn Emanuel shall file a supplemental affidavit with the Court and provide ten business days' notice to the Debtors, the U.S. Trustee, and the Official Committee of Unsecured Creditors, which supplemental affidavit shall explain the basis for the requested rate and state whether the Debtors have consented to the rate increase. The U.S. 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.

6. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

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

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

New York, New York

Date: _____, 2020

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Bar Date Motion Proposed Order and Redline

**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> , ¹	:	Case No. 20-11133 (MG)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**ORDER (I) ESTABLISHING BAR DATES FOR FILING
PROOFS OF CLAIM, (II) APPROVING PROOF OF CLAIM
FORMS, BAR DATE NOTICES, AND MAILING AND PUBLICATION
PROCEDURES, (III) IMPLEMENTING UNIFORM PROCEDURES REGARDING
503(b)(9) CLAIMS, AND (IV) PROVIDING CERTAIN SUPPLEMENTAL RELIEF**

Upon the Application² of the debtors and debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for entry of an order (this “Order”) (i) establishing the general bar date by which certain creditors must file proofs of claim in these chapter 11 cases (the “General Bar Date”); (ii) establishing the bar date by which a proof of claim relating to the Debtors’ rejection of executory contracts and unexpired leases must be filed (the “Rejection Bar Date”); (iii) establishing the bar date by which creditor holding claims that have been amended by

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² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Application.

the Debtors in their Schedules (the “Amended Schedule Bar Date” and collectively, with the General Bar Date and the Rejection Bar Date, the “Bar Dates”);³ (iv) approving tailored proof of claim forms to be distributed to potential creditors; (v) approving the forms of notice to be used to inform potential creditors of the Bar Dates; (vi) approving mailing and publication procedures with respect to notice of the Bar Dates; and (vii) providing certain supplemental relief; and upon the *Declaration of Adrian Neuhauser in Support of Chapter 11 Petitions and First Day Pleadings* (Docket No. 20); and the Court having 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 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having found that the Debtors’ notice of the Application and opportunity for a hearing on the Application was appropriate and no other notice need be provided; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and on the record of the Hearing establish just cause for the relief granted herein; and all objections to

³ For purposes of this Application, the Bar Dates herein shall not extend to requests for payment of postpetition fees and expenses of professionals retained or sought to be retained by order of the Court in these cases.

the Application (if any) having been withdrawn or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED to the extent set forth herein.
2. Bar Dates. The Bar Dates set forth herein are hereby APPROVED.
3. Notices and Forms. The forms of the Bar Date Notice, Notice for the Filing of Administrative Proofs of Claim, Notice of Amended Schedules, the Publication Notice and the Claim Forms (including the Administrative Claim Form), substantially in the form of each attached to the Application, and the manner of providing notice of the Bar Dates proposed in the Application, are APPROVED. The form and manner of notice of the Bar Dates described in the Application and approved hereby are deemed to fulfill the notice requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.
4. Procedures. The following procedures for the filing of proofs of claim shall apply:
 - a) The General Bar Date by which proofs of claim against the Debtors must be filed is **January 20, 2021 at 11:59 p.m. Pacific Time.**
 - b) The Rejection Bar Date by which a proof of claim relating to the Debtors' rejection of any executory contract or unexpired lease must be filed is the later of (a) the General Bar Date, or (b) the later of the date that is (i) thirty days after the date of entry of an order of the Bankruptcy Court authorizing the rejection of such contract or lease, or (ii) the applicable Rejection Date.
 - c) The Amended Schedule Bar Date for creditors holding claims which have been amended by the Debtors in their Schedules or added by the Debtors to the Schedules is the later of (i) the General Bar Date and (ii) thirty days after the date that the Notice of Amended Schedules is served on the affected claimant.
 - d) The Governmental Bar Date by which a governmental unit, as defined in section 101(27) of the Bankruptcy Code, must file Prepetition Claims against both the Initial Debtors and the Subsequent Debtors is **February 5 at 11:59 p.m. Pacific Time**, regardless of the variance in the length of time from the respective Petition Dates for each Debtor.

- e) Each proof of claim filed for a Prepetition Claim or a 503(b)(9) Claim must:
 - (i) conform substantially with the Claim Forms or Official Form No. 410, as applicable; (ii) attach copies of any writings upon which the asserted Prepetition Claim or 503(b)(9) Claim is based (limited to 100 pages in total; provided, if the writings upon which the asserted claim is based are more than 100 pages in the aggregate, that the claimant may file a list or summaries of the documents in place of filing the documents themselves and make such documents available upon request); (iii) with respect to an asserted 503(b)(9) Claim, also comply with the 503(b)(9) Claims Procedures; and (iv) be signed by the claimant or by an authorized agent of the claimant.
- f) All persons or entities that hold or wish to assert a claim arising under sections 503(b)(1) through (8) and 507(a)(2) of the Bankruptcy Code (each, an “Administrative Claim”) against a Debtor that may have arisen, accrued or otherwise become due and payable at any time subsequent to the Petition Date are required to file a completed and executed Administrative Claim Form in substantially the form attached hereto as Exhibit C on account of any such Administrative Claim in accordance with the procedures set forth in Exhibit C. For the avoidance of doubt, nothing in this Order shall set a bar date with respect to the filing of Administrative Claims.
- g) Subject to paragraph 4(i) hereof, proofs of claim must be filed (i) electronically through the Case Website by following instructions for filing proofs of claim electronically or (ii) by either mail or delivery by hand, courier, or overnight service to the Claims Processing Center.
- h) Subject to paragraph 4(i) hereof, claim Forms sent by e-mail, facsimile, telecopy or electronic means other than the Case Website will *not* be accepted.
- i) A proof of claim shall be timely filed only if the original Claim Form is *actually submitted* to the Case Website or is *actually received* by the Claims Processing Center on or before the applicable Bar Date; provided, that proofs of claim that are actually received by, or actually submitted to, the clerk of the Bankruptcy Court (including via filing made using the PACER system) on or before the applicable Bar Date shall also be deemed timely filed.
- j) Upon the advance express written consent of the Debtors, a proof of claim filed for a Prepetition Claim or a 503(b)(9) Claim may be filed without the writings upon which the Prepetition Claim or 503(b)(9) Claim, as applicable, is based, as required by Bankruptcy Rules 3001(c) and (d) and this Order; *provided, however*, that, upon request of the Debtors or the Creditors’ Committee, any creditor that receives such written consent shall be required to transmit promptly such writings to the Debtors or the Creditors’ Committee as soon as reasonably practicable, but in no event

later than ten business days from the date of such request; *provided further*, that such creditor may condition the transmission of such writings on the execution of a reasonable confidentiality agreement by Debtors and/or the Creditors' Committee, as applicable.

- k) All Entities asserting claims against more than one Debtor are required to (i) file a separate proof of claim for a Prepetition Claim or a 503(b)(9) Claim, as applicable, with respect to each such Debtor and (ii) identify on each proof of claim for a Prepetition Claim or a 503(b)(9) Claim, as applicable, the particular Debtor against which their claim is asserted. Any claim that fails to identify a Debtor shall be deemed as filed only against Avianca Holdings Group S.A. If more than one Debtor is listed on the form, the proof of claim will be treated as filed only against the first-listed Debtor.

5. The following Entities are *not* required to file proofs of claim:

- a) any Entity that has already properly filed a proof of claim in a form substantially similar to Official Bankruptcy Form No. 410 against one or more of the Debtors for which no other basis or additional amounts are sought or claims are asserted beyond those listed in the already filed proof of claim;
- b) any Entity whose Prepetition Claim is listed in the Debtors' Schedules, *and* is not designated as "disputed," "contingent," or "unliquidated," *and* with respect to which the Entity agrees with the nature, classification and amount that such Prepetition Claim is identified in the Schedules, *and* with respect to which the entity agrees that its Prepetition Claim is an obligation only of the specific Debtor who has listed the Prepetition Claim in its Schedules;
- c) any Entity whose Prepetition Claim or 503(b)(9) Claim (including any Prepetition Claim listed in the Debtors' Schedules as set forth in paragraph (b) above) previously has been allowed by, or paid in full pursuant to, an order of this Court;
- d) any of the Debtors that hold Prepetition Claims or 503(b)(9) Claims against one or more of the other Debtors;
- e) any entity holding a claim for which specific deadlines have been previously fixed by this Court;
- f) any current or former equity security holder, as defined in section 101(17) of the Bankruptcy Code, that seeks to assert *only* a proof of interest with respect of the ownership of such equity interests, provided, however, that any equity security holder claiming damages or asserting causes of action based upon or arising from stock ownership would be required to file a proof of claim by the General Bar Date;

- g) any Entity (a “Noteholder”) whose claim (a “Notes Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any 9.00% Senior Secured Notes due 2023 under the Indenture, dated as of December 31, 2019 (as amended, supplemented, restated or otherwise modified from time to time) (the “2023 Indenture”) by and among Avianca Holdings S.A., as issuer, the guarantors party thereto, Citibank, N.A. as registrar, transfer agent and principal paying agent, and Wilmington Savings Fund Society, FSB, as trustee and collateral trustee (the “2023 Indenture Trustee”); *provided, however*, that the foregoing exclusion shall not apply to the 2023 Indenture Trustee, which shall be authorized to file a single proof of claim (a “2023 Indenture Master Proof of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the 2023 Indenture; and any Noteholder wishing to assert a claim, other than a Notes Claim, arising out of the 2023 Indenture, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies;
- h) any Entity (a “Stakeholder Lender”) whose claim (a “Stakeholder Loan Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any loans under the Senior Secured Convertible Term Loan Agreement, dated as of November 18, 2019 (as amended, supplemented, restated or otherwise modified from time to time, the “Convertible Term Loan Agreement”) and the Senior Secured Convertible Securities Purchase Agreement, dated as of January 10, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the “Citadel Securities Purchase Agreement”, and together with the Convertible Term Loan Agreement, collectively, the “Stakeholder Facility”) by and among Avianca Holdings S.A., as borrower, the guarantors party thereto, the lenders or purchasers, as applicable, that are parties thereto, and UMB Bank, N.A., as administrative agent and collateral agent for the Stakeholder Facility (the “Stakeholder Agent”); *provided, however*, that the foregoing exclusion shall not apply to the Stakeholder Agent, which shall be authorized to file a single proof of claim (a “Stakeholder Master Proof of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the Stakeholder Facility; and any Stakeholder Lender wishing to assert a claim, other than a Stakeholder Loan Claim, arising out of the Stakeholder Facility, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies;
- i) any Entity (an “RCF Lender”) whose claim (a “RCF Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any loans under

the Credit and Guaranty Agreement, dated as of August 31, 2018 (the “Citi RCF”), among Aerovías del Continente Americano S.A. Avianca, as borrower, Avianca Holdings S.A., as guarantor, Tampa Cargo S.A.S., as an additional guarantor, the lenders party thereto and Citibank, N.A., as administrative agent and collateral agent (the “RCF Agent”), as amended and supplemented from time to time, and each other Loan Document (as defined in the Citi RCF) executed in connection with the Citi RCF; *provided, however*, that the foregoing exclusion shall not apply to the RCF Agent, which shall be authorized to file a single proof of claim (an “RCF Master Proof of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the Citi RCF; and any RCF Lender wishing to assert a claim, other than a RCF Claim, arising out of the Citi RCF, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies; or

- j) any Entity (a “2020 Noteholder”) whose claim (a “2020 Notes Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any 8.375% Senior Notes due 2020 under the Indenture, dated as of May 10, 2013 (as amended, supplemented, restated or otherwise modified from time to time) (the “8.375% Indenture”) by and among Avianca Holdings S.A., Grupo Taca Holdings Limited, and Avianca Leasing, LLC, as issuers, the guarantors party thereto, Delaware Trust Company as trustee, registrar, transfer agent and principal paying agent (as successor to Citibank, N.A.) (the “8.375% Indenture Trustee”) and Banque Internationale A Luxembourg S.A. as Luxembourg Transfer Agent and Luxembourg Paying Agent; *provided, however*, that the foregoing exclusion shall not apply to the 8.375% Indenture Trustee, which shall be authorized to file a single proof of claim (an “8.375% Master Proof of Claim”, and together with any 2023 Indenture Master Proof of Claim, Stakeholder Master Proof of Claim, and RCF Master Proof of Claim, the “Master Proofs of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the 8.375% Indenture; and any 2020 Noteholder wishing to assert a claim, other than a 2020 Notes Claim, arising out of the 8.375% Indenture, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies.

6. For administrative convenience, any Master Proof of Claim shall be filed in the case of Avianca Holdings S.A., Case No. 20-11133 (MG) (the “Lead Case”), with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against every Debtor that is liable for

the applicable claim so long as such authorized Master Proof of Claim sets forth in reasonable detail the basis for such claim, the Debtor or Debtors against which a Master Proof of Claim is being asserted, and to the extent reasonably possible, the amount asserted against each applicable Debtor. For the avoidance of doubt, no authorized Master Proof of Claim shall be disallowed, reduced, or expunged on the basis that it is filed only in the Lead Case and only against Debtor Avianca Holdings S.A. Notwithstanding anything to the contrary in this Bar Date Order, each Master Proof of Claim, if filed, shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors, which instruments, agreements or other documents shall be provided upon the Debtors' written request to counsel to the applicable trustee or agent.

7. Subject to the provisions proposed below, the following Entities must file a proof of claim on or before the General Bar Date to the extent they seek to participate in any of these Chapter 11 Cases or share in any distributions made in connection with any of these Chapter 11 Cases:

- a) Any Entity whose Prepetition Claim is not listed on the applicable Debtor's Schedule; and
- b) Any Entity that believes its Prepetition Claim is improperly listed in the Schedules, including with respect to the Debtor against whom the Prepetition Claim is asserted, the classification of the Prepetition Claim, and/or the amount of the Claim.

8. Any Entity that desires to rely on the Schedules for purposes of asserting a Prepetition Claim against the Debtor(s) that have listed such claim on the Schedules will have the responsibility of determining that such claim is accurately listed in all respects.

9. 503(b)(9) Claims. The following procedures shall apply for the filing of 503(b)(9) Claims:

- a) 503(b)(9) Claimants must use the Claim Forms, attached to the Application as **Exhibit A**,⁴ to indicate by the General Bar Date that a 503(b)(9) Claim is being asserted. As set forth in the Claim Form, each 503(b)(9) Claim against the Debtors must include, with specificity: (i) the amount of the 503(b)(9) Claim; (ii) the particular Debtor against which the 503(b)(9) Claim is asserted; (iii) the date of delivery of the goods the 503(b)(9) Claimant contends the Debtor received within twenty days before the Petition Date; (iv) documentation, including invoices, receipts, bills of lading, and the like, identifying with specificity the particular goods for which the 503(b)(9) Claim is being asserted; (v) an identification of which goods (if any) were subject to a demand for reclamation asserted under section 546 of the Bankruptcy Code, and, if applicable, the date of any such reclamation demand timely submitted pursuant to the *Order Pursuant to 11 U.S.C. §§ 105(a) and 546(c) Establishing and Implementing Exclusive and Global Procedures for Treatment of Reclamation Claims* (Docket No. 49); and (vi) documentation or other evidence that the goods with respect to which the 503(b)(9) Claim is being filed were sold in the ordinary course of the Debtor's business;
- b) All of the required information shall be sent to KCC, substantially in the form of the Claim Forms, so as to be actually submitted to the Case Website or actually received by the Avianca Claims Processing Center on or before the General Bar Date; provided, that proofs of claim that are actually received by, or actually submitted to, the clerk of the Bankruptcy Court (including via filing made using the PACER system) on or before the applicable Bar Date shall also be deemed timely filed;
- c) 503(b)(9) Claimants shall not file a motion to compel allowance or payment of administrative expenses for their 503(b)(9) Claims. To the extent any 503(b)(9) Claims are allowed pursuant to these 503(b)(9) Claims Procedures and are entitled to administrative priority pursuant to the Bankruptcy Code, the applicable 503(b)(9) Claim shall be paid pursuant to and set forth in such plan of reorganization as shall be confirmed by the Court;
- d) Nothing in these 503(b)(9) Claims Procedures shall preclude any 503(b)(9) Claimant from filing a motion seeking, after notice and a hearing, payment of 503(b)(9) Claims earlier than provided for herein so long as such motion is predicated on events that have taken place in these cases subsequent to the entry of this Order, and the movant asserts that in light of such subsequent events the earlier payment of the movant's 503(b)(9) Claims is

⁴ The Debtors shall also post the Claim Forms and the Bar Date Notice, along with instructions for filing proof of claim on the website established by the Debtors' claims and noticing agent KCC LLC ("KCC") for these Chapter 11 Cases: <http://www.kccllc.net/avianca> (the "Case Website").

necessary to ensure fair and equitable treatment of such 503(b)(9) Claimants or is otherwise appropriate under the circumstances; and

- e) Nothing in these 503(b)(9) Claims Procedures shall affect the rights and remedies and/or defenses of the Debtors, claimants or any other party-in-interest with regard to avoidance of any claim or obligation.

10. Effect of Failure to File by Applicable Bar Date. Any Entity that is required pursuant to this Order to file a proof of claim in these chapter 11 cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular claim against a Debtor, but that fails to do so on or by the applicable Bar Date, is forever barred, estopped and enjoined from asserting such claim against any of the Debtors (and from filing a proof of claim for a claim with respect thereto), and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such claim. Additionally, any holder of any claim who is required, but fails, to file a proof of such claim in accordance with this Order on or before the applicable Bar Date shall not be permitted to vote to accept or reject any plan or plans or participate in any distribution in the Debtors' Chapter 11 Cases on account of such claim or to receive further notices regarding such claim.

11. Mailing of Bar Date Notice Packages. The Debtors shall provide actual notice of the Bar Dates by mailing and/or emailing the Bar Date Notice and the Claim Forms (excluding the Administrative Claim Form) (collectively, the "Bar Date Notice Package") within seven business days of the entry of this Order to the following potential parties-in-interest, wherever located: (i) the U.S. Trustee; (ii) counsel for the Creditors' Committee, (iii) all holders of Prepetition Claims and 503(b)(9) Claims listed on the Schedules at the addresses stated therein; (iv) all counterparties to executory contracts and unexpired leases listed on the Schedules at the addresses stated therein; (v) all taxing authorities for locations in which the Debtors do business; (vi) the Securities and Exchange Commission; (vii) the Federal Aviation Administration; (viii) all government aviation

authorities in jurisdictions in which the Debtors operate as listed on the Schedules; (ix) all known lienholders; (x) all known parties to litigation in which the Debtors are involved, as listed on the Schedules; (xi) all known insurance providers; (xii) all of the Debtors' ordinary course professionals as of the date of entry of the Proposed Order; (xiii) the Debtors' banks; (xiv) the Debtors' secured lenders; (xv) counsel to the Debtors' lenders under their debtor-in-possession financing facility; (xvi) all Entities requesting notice pursuant to Bankruptcy Rule 2002 as of the date of entry of this Order; (xvii) all parties that have filed proofs of claim in these Chapter 11 cases as of the date of entry of this Order; and (xviii) all parties included on the creditor matrix filed in these Chapter 11 cases (collectively, the "Bar Date Notice Parties"). The Debtors will make all reasonable commercial efforts to locate current contact information for the Bar Date Notice Parties.

12. The Debtors may, in their discretion, but shall not be required to, serve the Bar Date Notice on certain Entities that are not Bar Date Notice Parties with which, prior to the Petition Date, the Debtors had done business or that may have asserted a claim against the Debtors in the recent past.

13. Supplemental Mailings of Bar Date Notice Packages. In the event that (i) Bar Date Notice Packages are returned by the post office with forwarding addresses, necessitating a remailing to the new addresses, (ii) certain parties acting on behalf of parties in interest fail to pass along Bar Date Notice Packages to such parties and instead return their names and addresses to the Debtors for direct mailing and (iii) additional potential claimants become known to the Debtors (collectively, the "Special Bar Date Parties"), the Debtors shall, to the extent they become aware of such Special Bar Date Parties prior to the applicable Bar Dates, make supplemental mailings of

the Bar Date Notice Package up to twenty-one days in advance of the applicable Bar Dates, and such supplemental mailings shall be deemed timely.

14. Establishment of Special Bar Dates. The Debtors are authorized to establish special bar dates with respect to those Special Bar Date Parties as to which a mailing or remailing of the Bar Date Notice Package is necessary and cannot be accomplished prior to twenty-one days in advance of an applicable Bar Date. With respect to such Special Bar Date Parties, the Debtors are authorized to establish special bar dates at least twenty-one days after the date on which the Debtors mail the notice of each such special bar date. Such notice will substantially take the form of the Bar Date Notice (with necessary modifications to reflect the special bar date provisions). The Debtors shall advise the Court of the establishment of each special bar date by filing a notice, together with a list that specifically identifies the Special Bar Date Parties that are subject thereto and a copy of the Bar Date Notice applicable to the special bar date. In addition to being filed with the Court, the Debtors shall serve such notice upon the U.S. Trustee and counsel for the Committee. The Debtors shall file a certificate of service to evidence the mailing of each special bar date notice to the parties subject thereto.

15. Each of the special bar dates will apply only to the Special Bar Date Parties who are specifically identified as being subject thereto in the lists to be filed with the Court. As to any of such specifically identified parties, however, who may be found to have received effective notice of the Bar Dates, the Debtors do not waive the right to assert that the Bar Dates, rather than the special bar date, governs. The Bar Dates will remain effective and fully enforceable both with respect to known parties who have received actual notice thereof pursuant to the Bar Date Notice and with respect to unknown parties who are deemed to have received constructive notice thereof pursuant to the Publication Notice.

16. Actual Notice of Amended Schedules Bar Date. If and when the Debtors amend their Schedules to reduce the undisputed, noncontingent and liquidated amount, to change the nature or classification of a claim, or add a claim to the Schedules, the Debtors shall provide notice of any such amended or added claim, substantially in the form of **Exhibit E** to the Application (the “Notice of Amended Schedules”), to the affected claimant by serving the affected claimant with the Notice of Amended Schedules by first class mail and thereafter filing with the Court a certificate of such service. The date by which creditors holding claims that may be amended by the Debtors in their Schedules must file a proof of claim or amend their previously filed proof of claim (the “Amended Schedule Bar Date”) shall be the later of (i) General Bar Date and (ii) thirty days after the date that notice of the amendment is served on the affected claimant

17. Assistance of Claims Agent. KCC, the claims agent appointed in these cases, is authorized to facilitate and coordinate the claims reconciliation and bar date notice functions, including the mailing of the Bar Date Notice Packages. To the extent that KCC requires any assistance with the preparation and mailing of the Bar Date Notice Package, KCC is authorized to employ and pay necessary service providers, subject to prior approval from the Debtors, and to obtain reimbursement from the Debtors for any such payments on the same terms applicable to its direct services. KCC is further authorized to take such other actions as may be necessary to ensure timely preparation and mailing of the Bar Date Notice Package.

18. Publication Notice. The Debtors shall cause the Publication Notice, attached to the Application as **Exhibit D**, to be published in the *New York Times*, *USA Today*, *El Tiempo* (Colombia), *La República* (Colombia), *El Comercio* (Ecuador), *La República* (Costa Rica), and *La Prensa Gráfica* (El Salvador) and/or other national and local publications as soon as practicable

after entry of this Order but in any event no later than twenty-eight days prior to the earliest of the Bar Dates.

19. The ACE Companies and the Chubb Companies: Notwithstanding anything to the contrary in this Bar Date Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any order of this Court, or any proof of claim form or notice of the bar date:

(i) ACE American Insurance Company on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “ACE Companies”) may file a single consolidated proof of claim (the “ACE Proof of Claim”) in the chapter 11 case of Avianca Holdings S.A., Case No. 20-11133 (the “Lead Case”) for any amounts or obligations owed to the ACE Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the ACE Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the ACE Proof of Claim;

(ii) Federal Insurance Company on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “Chubb Companies”) may file a single consolidated proof of claim (the “Chubb Proof of Claim”) in the Lead Case for any amounts or obligations owed to the Chubb Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the Chubb Proof of Claim; and

(iii) Chubb INA International Holdings Ltd., on its own behalf and on behalf of all of its non-U.S.-based affiliates and successors (collectively, the “Foreign Chubb Companies”) may file a single consolidated proof of claim (the “Foreign Chubb Proof of Claim,” and collectively with the ACE Proof of Claim and the Chubb Proof of Claim, the “Consolidated Claims”) in the Lead Case for any amounts or obligations owed to the Foreign Chubb Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the Foreign Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the Foreign Chubb Proof of Claim.

Nothing contained in this paragraph shall be construed as a waiver or modification of any rights, claims or defenses, including, without limitation, the right of the ACE Companies, the Chubb Companies or the Foreign Chubb Companies to (a) assert joint and several liability against some or all of the Debtors, (b) modify the Debtor(s) against which the Consolidated Claims are asserted, or (c) amend the amount or nature of the Consolidated Claims; provided, however, that the

Consolidated Claims shall not be disallowed, reduced or expunged solely on the basis that the Consolidated Claims are filed (I) only in the Lead Case and only against Avianca Holdings S.A. (instead of in the bankruptcy cases of each or any of the other Debtors), and/or (II) only by ACE American Insurance Company, Federal Insurance Company or Chubb INA International Holdings Ltd. (instead of by each of the ACE Companies, the Chubb Companies or the Foreign Chubb Companies, respectively).

20. Reservation of Rights. The Debtors shall retain and hereby reserve the right to (i) dispute, and/or assert offsets or defenses against claim; (ii) subsequently designate any claim as disputed, contingent and/or unliquidated; and (iii) object to any claim, whether scheduled or filed, any 503(b)(9) Claim, and any Administrative Claim, on any grounds.

21. The Debtors are authorized and empowered to take such steps and perform such actions as may be necessary to implement and effectuate the terms of this Order, including without limitation payment of costs incurred in connection with the process of noticing the Bar Dates.

22. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Application or the implementation, interpretation or enforcement of this Order.

Dated: _____, 2020
New York, New York

UNITED STATES BANKRUPTCY JUDGE

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

x

	:	Chapter 11
In re:	:	
	:	Case No. 20-11133 (MG)
AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors.	:	
	:	

x

**ORDER (I) ESTABLISHING BAR DATES FOR FILING
PROOFS OF CLAIM, (II) APPROVING PROOF OF CLAIM
FORMS, BAR DATE NOTICES, AND MAILING AND PUBLICATION
PROCEDURES, (III) IMPLEMENTING UNIFORM PROCEDURES REGARDING
503(b)(9) CLAIMS, AND (IV) PROVIDING CERTAIN SUPPLEMENTAL RELIEF**

Upon the Application² of the debtors and debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for entry of an order (this “Order”) (i) establishing the general bar date by which certain creditors must file proofs of claim in these chapter 11 cases

¹ 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. International Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaragüense de Aviación, Sociedad Anónima (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aéreo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A); AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá D.C., Colombia.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Application.

(the “General Bar Date”); (ii) establishing the bar date by which a proof of claim relating to the Debtors’ rejection of executory contracts and unexpired leases must be filed (the “Rejection Bar Date”); (iii) establishing the bar date by which creditor holding claims that have been amended by the Debtors in their Schedules (the “Amended Schedule Bar Date” and collectively, with the General Bar Date and the Rejection Bar Date, the “Bar Dates”);³ (iv) approving tailored proof of claim forms to be distributed to potential creditors; (v) approving the forms of notice to be used to inform potential creditors of the Bar Dates; (vi) approving mailing and publication procedures with respect to notice of the Bar Dates; and (vii) providing certain supplemental relief; and upon the *Declaration of Adrian Neuhauser in Support of Chapter 11 Petitions and First Day Pleadings* (Docket No. 20); and the Court having 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 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having found that the Debtors’ notice of the Application and opportunity for a hearing on the Application was appropriate and no other notice need be provided; and the Court having reviewed the Application

³ For purposes of this Application, the Bar Dates herein shall not extend to requests for payment of postpetition fees and expenses of professionals retained or sought to be retained by order of the Court in these cases.

and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and on the record of the Hearing establish just cause for the relief granted herein; and all objections to the Application (if any) having been withdrawn or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED to the extent set forth herein.
2. Bar Dates. The Bar Dates set forth herein are hereby APPROVED.
3. Notices and Forms. The forms of the Bar Date Notice, Notice for the Filing of Administrative Proofs of Claim, Notice of Amended Schedules, the Publication Notice and the Claim Forms (including the Administrative Claim Form), substantially in the form of each attached to the Application, and the manner of providing notice of the Bar Dates proposed in the Application, are APPROVED. The form and manner of notice of the Bar Dates described in the Application and approved hereby are deemed to fulfill the notice requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.
4. Procedures. The following procedures for the filing of proofs of claim shall apply:
 - a) The General Bar Date by which proofs of claim against the Debtors must be filed is **January 20, 2021 at 11:59 p.m. Pacific Time**.
 - b) The Rejection Bar Date by which a proof of claim relating to the Debtors’ rejection of any executory contract or unexpired lease must be filed is the later of (a) the General Bar Date, or (b) the later of the date that is (i) thirty days after the date of entry of an order of the Bankruptcy Court authorizing the rejection of such contract or lease, or (ii) the applicable Rejection Date.
 - c) The Amended Schedule Bar Date for creditors holding claims which have been amended by the Debtors in their Schedules or added by the Debtors

to the Schedules is the later of (i) the General Bar Date and (ii) thirty days after the date that the Notice of Amended Schedules is served on the affected claimant.

- d) The Governmental Bar Date by which a governmental unit, as defined in section 101(27) of the Bankruptcy Code, must file Prepetition Claims against both the Initial Debtors and the Subsequent Debtors is **February 5 at 11:59 p.m. Pacific Time**, regardless of the variance in the length of time from the respective Petition Dates for each Debtor.
- e) Each proof of claim filed for a Prepetition Claim or a 503(b)(9) Claim must: (i) conform substantially with the Claim Forms or Official Form No. 410, as applicable; (ii) attach copies of any writings upon which the asserted Prepetition Claim or 503(b)(9) Claim is based (limited to 100 pages in total; provided, if the writings upon which the asserted claim is based are more than 100 pages in the aggregate, that the claimant may file a list or summaries of the documents in place of filing the documents themselves and make such documents available upon request); (iii) with respect to an asserted 503(b)(9) Claim, also comply with the 503(b)(9) Claims Procedures; and (iv) be signed by the claimant or by an authorized agent of the claimant.
- f) All persons or entities that hold or wish to assert a claim arising under sections 503(b)(1) through (8) and 507(a)(2) of the Bankruptcy Code (each, an “Administrative Claim”) against a Debtor that may have arisen, accrued or otherwise become due and payable at any time subsequent to the Petition Date are required to file a completed and executed Administrative Claim Form in substantially the form attached hereto as **Exhibit C** on account of any such Administrative Claim in accordance with the procedures set forth in **Exhibit C**. For the avoidance of doubt, nothing in this Order shall set a bar date with respect to the filing of Administrative Claims.
- g) Subject to paragraph 4(i) hereof, proofs of claim must be filed (i) electronically through the Case Website by following instructions for filing proofs of claim electronically or (ii) by either mail or delivery by hand, courier, or overnight service to the Claims Processing Center.
- h) Subject to paragraph 4(i) hereof, claim Forms sent by e-mail, facsimile, telecopy or electronic means other than the Case Website will *not* be accepted.
- i) A proof of claim shall be timely filed only if the original Claim Form is *actually submitted* to the Case Website or is *actually received* by the Claims Processing Center on or before the applicable Bar Date; provided, that proofs of claim that are actually received by, or actually submitted to, the clerk of the Bankruptcy Court (including via filing made using the

PACER system) on or before the applicable Bar Date shall also be deemed timely filed.

j) Upon the advance express written consent of the Debtors, a proof of claim filed for a Prepetition Claim or a 503(b)(9) Claim may be filed without the writings upon which the Prepetition Claim or 503(b)(9) Claim, as applicable, is based, as required by Bankruptcy Rules 3001(c) and (d) and this Order; *provided, however*, that, upon request of the Debtors; or the Creditors' Committee, ~~or any other party in interest in these cases~~, any creditor that receives such written consent shall be required to transmit promptly such writings to the Debtors; or the Creditors' Committee ~~and the party in interest making such request~~ as soon as reasonably practicable, but in no event later than ten business days from the date of such request; *provided further*, that such creditor may condition the transmission of such writings on the execution of a reasonable confidentiality agreement by Debtors; and/or the Creditors' Committee ~~and/or the party in interest making such request~~, as applicable.

k) All Entities asserting claims against more than one Debtor are required to (i) file a separate proof of claim for a Prepetition Claim or a 503(b)(9) Claim, as applicable, with respect to each such Debtor and (ii) identify on each proof of claim for a Prepetition Claim or a 503(b)(9) Claim, as applicable, the particular Debtor against which their claim is asserted. Any claim that fails to identify a Debtor shall be deemed as filed only against Avianca Holdings Group S.A. If more than one Debtor is listed on the form, the proof of claim will be treated as filed only against the first-listed Debtor.

5. The following Entities are *not* required to file proofs of claim:

- a) any Entity that has already properly filed a proof of claim in a form substantially similar to Official Bankruptcy Form No. 410 against one or more of the Debtors for which no other basis or additional amounts are sought or claims are asserted beyond those listed in the already filed proof of claim;
- b) any Entity whose Prepetition Claim is listed in the Debtors' Schedules, *and* is not designated as "disputed," "contingent," or "unliquidated," *and* with respect to which the Entity agrees with the nature, classification and amount that such Prepetition Claim is identified in the Schedules, *and* with respect to which the entity agrees that its Prepetition Claim is an obligation only of the specific Debtor who has listed the Prepetition Claim in its Schedules;
- c) any Entity whose Prepetition Claim or 503(b)(9) Claim (including any Prepetition Claim listed in the Debtors' Schedules as set forth in paragraph

- (b) above) previously has been allowed by, or paid in full pursuant to, an order of this Court;
- d) any of the Debtors that hold Prepetition Claims or 503(b)(9) Claims against one or more of the other Debtors;
- e) any entity holding a claim for which specific deadlines have been previously fixed by this Court;
- f) any current or former equity security holder, as defined in section 101(17) of the Bankruptcy Code, that seeks to assert *only* a proof of interest with respect of the ownership of such equity interests, provided, however, that any equity security holder claiming damages or asserting causes of action based upon or arising from stock ownership would be required to file a proof of claim by the General Bar Date;
- g) any Entity (a “Noteholder”) whose claim (a “Notes Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any 9.00% Senior Secured Notes due 2023 under the Indenture, dated as of December 31, 2019 (as amended, supplemented, restated or otherwise modified from time to time) (the “2023 Indenture”) by and among Avianca Holdings S.A., as issuer, the guarantors party thereto, Citibank, N.A. as registrar, transfer agent and principal paying agent, and Wilmington Savings Fund Society, FSB, as trustee and collateral trustee (the “2023 Indenture Trustee”); *provided, however*, that the foregoing exclusion shall not apply to the 2023 Indenture Trustee, which shall be authorized to file a single proof of claim (a “2023 Indenture Master Proof of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the 2023 Indenture; and any Noteholder wishing to assert a claim, other than a Notes Claim, arising out of the 2023 Indenture, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies;
- h) any Entity (a “Stakeholder Lender”) whose claim (a “Stakeholder Loan Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any loans under the Senior Secured Convertible Term Loan Agreement, dated as of November 18, 2019 (as amended, supplemented, restated or otherwise modified from time to time, the “Convertible Term Loan Agreement”) and the Senior Secured Convertible Securities Purchase Agreement, dated as of January 10, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the “Citadel Securities Purchase Agreement”, and together with the Convertible Term Loan Agreement, collectively, the “Stakeholder Facility”) by and among Avianca Holdings S.A., as borrower, the guarantors party thereto, the

lenders or purchasers, as applicable, that are parties thereto, and UMB Bank, N.A., as administrative agent and collateral agent for the Stakeholder Facility (the “Stakeholder Agent”); *provided, however*, that the foregoing exclusion shall not apply to the Stakeholder Agent, which shall be authorized to file a single proof of claim (a “Stakeholder Master Proof of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the Stakeholder Facility; and any Stakeholder Lender wishing to assert a claim, other than a Stakeholder Loan Claim, arising out of the Stakeholder Facility, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies;

- i) any Entity (an “RCF Lender”) whose claim (a “RCF Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any loans under the Credit and Guaranty Agreement, dated as of August 31, 2018 (the “Citi RCF”), among Aerovías del Continente Americano S.A. Avianca, as borrower, Avianca Holdings S.A., as guarantor, Tampa Cargo S.A.S., as an additional guarantor, the lenders party thereto and Citibank, N.A., as administrative agent and collateral agent (the “RCF Agent”), as amended and supplemented from time to time, and each other Loan Document (as defined in the Citi RCF) executed in connection with the Citi RCF; *provided, however*, that the foregoing exclusion shall not apply to the RCF Agent, which shall be authorized to file a single proof of claim (an “RCF Master Proof of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the Citi RCF; and any RCF Lender wishing to assert a claim, other than a RCF Claim, arising out of the Citi RCF, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies; or
- j) any Entity (a “2020 Noteholder”) whose claim (a “2020 Notes Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees and charges arising from the ownership or holding of any 8.375% Senior Notes due 2020 under the Indenture, dated as of May 10, 2013 (as amended, supplemented, restated or otherwise modified from time to time) (the “8.375% Indenture”) by and among Avianca Holdings S.A., Grupo Taca Holdings Limited, and Avianca Leasing, LLC, as issuers, the guarantors party thereto, Delaware Trust Company as trustee, registrar, transfer agent and principal paying agent (as successor to Citibank, N.A.) (the “8.375% Indenture Trustee”) and Banque Internationale À Luxembourg S.A. as Luxembourg Transfer Agent and Luxembourg Paying Agent; *provided, however*, that the foregoing exclusion shall not apply to the 8.375% Indenture Trustee, which shall be

authorized to file a single proof of claim (an “8.375% Master Proof of Claim”, and together with any 2023 Indenture Master Proof of Claim, Stakeholder Master Proof of Claim, and RCF Master Proof of Claim, the “Master Proofs of Claim”) pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under the 8.375% Indenture; and any 2020 Noteholder wishing to assert a claim, other than a 2020 Notes Claim, arising out of the 8.375% Indenture, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies.

6. For administrative convenience, any Master Proof of Claim shall be filed in the case of Avianca Holdings S.A., Case No. 20-11133 (MG) (the “Lead Case”), with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against every Debtor that is liable for the applicable claim so long as such authorized Master Proof of Claim sets forth in reasonable detail the basis for such claim, the Debtor or Debtors against which a Master Proof of Claim is being asserted, and to the extent reasonably possible, the amount asserted against each applicable Debtor. For the avoidance of doubt, no authorized Master Proof of Claim shall be disallowed, reduced, or expunged on the basis that it is filed only in the Lead Case and only against Debtor Avianca Holdings S.A. Notwithstanding anything to the contrary in this Bar Date Order, each Master Proof of Claim, if filed, shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors, which instruments, agreements or other documents shall be provided upon the Debtors’ written request to counsel to the applicable trustee or agent.

7. Subject to the provisions proposed below, the following Entities must file a proof of claim on or before the General Bar Date to the extent they seek to participate in any of these

Chapter 11 Cases or share in any distributions made in connection with any of these Chapter 11

Cases:

- a) Any Entity whose Prepetition Claim is not listed on the applicable Debtor's Schedule; and
- b) Any Entity that believes its Prepetition Claim is improperly listed in the Schedules, including with respect to the Debtor against whom the Prepetition Claim is asserted, the classification of the Prepetition Claim, and/or the amount of the Claim.

8. Any Entity that desires to rely on the Schedules for purposes of asserting a Prepetition Claim against the Debtor(s) that have listed such claim on the Schedules will have the responsibility of determining that such claim is accurately listed in all respects.

9. 503(b)(9) Claims. The following procedures shall apply for the filing of 503(b)(9)

Claims:

- a) 503(b)(9) Claimants must use the Claim Forms, attached to the Application as **Exhibit A**,⁴ to indicate by the General Bar Date that a 503(b)(9) Claim is being asserted. As set forth in the Claim Form, each 503(b)(9) Claim against the Debtors must include, with specificity: (i) the amount of the 503(b)(9) Claim; (ii) the particular Debtor against which the 503(b)(9) Claim is asserted; (iii) the date of delivery of the goods the 503(b)(9) Claimant contends the Debtor received within twenty days before the Petition Date; (iv) documentation, including invoices, receipts, bills of lading, and the like, identifying with specificity the particular goods for which the 503(b)(9) Claim is being asserted; (v) an identification of which goods (if any) were subject to a demand for reclamation asserted under section 546 of the Bankruptcy Code, and, if applicable, the date of any such reclamation demand timely submitted pursuant to the *Order Pursuant to 11 U.S.C. §§ 105(a) and 546(c) Establishing and Implementing Exclusive and Global Procedures for Treatment of Reclamation Claims* (Docket No. 49); and (vi) documentation or other evidence that the goods with respect to which the 503(b)(9) Claim is being filed were sold in the ordinary course of the Debtor's business;

⁴ The Debtors shall also post the Claim Forms and the Bar Date Notice, along with instructions for filing proof of claim on the website established by the Debtors' claims and noticing agent KCC LLC ("KCC") for these Chapter 11 Cases: <http://www.kccllc.net/avianca> (the "Case Website").

- b) All of the required information shall be sent to KCC, substantially in the form of the Claim Forms, so as to be actually submitted to the Case Website or actually received by the Avianca Claims Processing Center on or before the General Bar Date; provided, that proofs of claim that are actually received by, or actually submitted to, the clerk of the Bankruptcy Court (including via filing made using the PACER system) on or before the applicable Bar Date shall also be deemed timely filed;
- c) 503(b)(9) Claimants shall not file a motion to compel allowance or payment of administrative expenses for their 503(b)(9) Claims. To the extent any 503(b)(9) Claims are allowed pursuant to these 503(b)(9) Claims Procedures and are entitled to administrative priority pursuant to the Bankruptcy Code, the applicable 503(b)(9) Claim shall be paid pursuant to and set forth in such plan of reorganization as shall be confirmed by the Court;
- d) Nothing in these 503(b)(9) Claims Procedures shall preclude any 503(b)(9) Claimant from filing a motion seeking, after notice and a hearing, payment of 503(b)(9) Claims earlier than provided for herein so long as such motion is predicated on events that have taken place in these cases subsequent to the entry of this Order, and the movant asserts that in light of such subsequent events the earlier payment of the movant's 503(b)(9) Claims is necessary to ensure fair and equitable treatment of such 503(b)(9) Claimants or is otherwise appropriate under the circumstances; and
- e) Nothing in these 503(b)(9) Claims Procedures shall affect the rights and remedies and/or defenses of the Debtors, claimants or any other party-in-interest with regard to avoidance of any claim or obligation.

10. Effect of Failure to File by Applicable Bar Date. Any Entity that is required pursuant to this Order to file a proof of claim in these chapter 11 cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular claim against a Debtor, but that fails to do so on or by the applicable Bar Date, is forever barred, estopped and enjoined from asserting such claim against any of the Debtors (and from filing a proof of claim for a claim with respect thereto), and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such claim. Additionally, any holder of any claim who is required, but fails, to file a proof of such claim in accordance with this Order on

or before the applicable Bar Date shall not be permitted to vote to accept or reject any plan or plans or participate in any distribution in the Debtors' Chapter 11 Cases on account of such claim or to receive further notices regarding such claim.

11. Mailing of Bar Date Notice Packages. The Debtors shall provide actual notice of the Bar Dates by mailing and/or emailing the Bar Date Notice and the Claim Forms (excluding the Administrative Claim Form) (collectively, the "Bar Date Notice Package") within seven business days of the entry of this Order to the following potential parties-in-interest, wherever located: (i) the U.S. Trustee; (ii) counsel for the Creditors' Committee, (iii) all holders of Prepetition Claims and 503(b)(9) Claims listed on the Schedules at the addresses stated therein; (iv) all counterparties to executory contracts and unexpired leases listed on the Schedules at the addresses stated therein; (v) all taxing authorities for locations in which the Debtors do business; (vi) the Securities and Exchange Commission; (vii) the Federal Aviation Administration; (viii) all government aviation authorities in jurisdictions in which the Debtors operate as listed on the Schedules; (ix) all known lienholders; (x) all known parties to litigation in which the Debtors are involved, as listed on the Schedules; (xi) all known insurance providers; (xii) all of the Debtors' ordinary course professionals as of the date of entry of the Proposed Order; (xiii) the Debtors' banks; (xiv) the Debtors' secured lenders; (xv) counsel to the Debtors' lenders under their debtor-in-possession financing facility; (xvi) all Entities requesting notice pursuant to Bankruptcy Rule 2002 as of the date of entry of this Order; (xvii) all parties that have filed proofs of claim in these Chapter 11 cases as of the date of entry of this Order; and (xviii) all parties included on the creditor matrix filed in these Chapter 11 cases (collectively, the "Bar Date Notice Parties"). The Debtors will make all reasonable commercial efforts to locate current contact information for the Bar Date Notice Parties.

12. The Debtors may, in their discretion, but shall not be required to, serve the Bar Date Notice on certain Entities that are not Bar Date Notice Parties with which, prior to the Petition Date, the Debtors had done business or that may have asserted a claim against the Debtors in the recent past.

13. Supplemental Mailings of Bar Date Notice Packages. In the event that (i) Bar Date Notice Packages are returned by the post office with forwarding addresses, necessitating a remailing to the new addresses, (ii) certain parties acting on behalf of parties in interest fail to pass along Bar Date Notice Packages to such parties and instead return their names and addresses to the Debtors for direct mailing and (iii) additional potential claimants become known to the Debtors (collectively, the “Special Bar Date Parties”), the Debtors shall, to the extent they become aware of such Special Bar Date Parties prior to the applicable Bar Dates, make supplemental mailings of the Bar Date Notice Package up to twenty-one days in advance of the applicable Bar Dates, and such supplemental mailings shall be deemed timely.

14. Establishment of Special Bar Dates. The Debtors are authorized to establish special bar dates with respect to those Special Bar Date Parties as to which a mailing or remailing of the Bar Date Notice Package is necessary and cannot be accomplished prior to twenty-one days in advance of an applicable Bar Date. With respect to such Special Bar Date Parties, the Debtors are authorized to establish special bar dates at least twenty-one days after the date on which the Debtors mail the notice of each such special bar date. Such notice will substantially take the form of the Bar Date Notice (with necessary modifications to reflect the special bar date provisions). The Debtors shall advise the Court of the establishment of each special bar date by filing a notice, together with a list that specifically identifies the Special Bar Date Parties that are subject thereto and a copy of the Bar Date Notice applicable to the special

bar date. In addition to being filed with the Court, the Debtors shall serve such notice upon the U.S. Trustee and counsel for the Committee. The Debtors shall file a certificate of service to evidence the mailing of each special bar date notice to the parties subject thereto.

15. Each of the special bar dates will apply only to the Special Bar Date Parties who are specifically identified as being subject thereto in the lists to be filed with the Court. As to any of such specifically identified parties, however, who may be found to have received effective notice of the Bar Dates, the Debtors do not waive the right to assert that the Bar Dates, rather than the special bar date, governs. The Bar Dates will remain effective and fully enforceable both with respect to known parties who have received actual notice thereof pursuant to the Bar Date Notice and with respect to unknown parties who are deemed to have received constructive notice thereof pursuant to the Publication Notice.

16. Actual Notice of Amended Schedules Bar Date. If and when the Debtors amend their Schedules to reduce the undisputed, noncontingent and liquidated amount, to change the nature or classification of a claim, or add a claim to the Schedules, the Debtors shall provide notice of any such amended or added claim, substantially in the form of **Exhibit E** to the Application (the “Notice of Amended Schedules”), to the affected claimant by serving the affected claimant with the Notice of Amended Schedules by first class mail and thereafter filing with the Court a certificate of such service. The date by which creditors holding claims that may be amended by the Debtors in their Schedules must file a proof of claim or amend their previously filed proof of claim (the “Amended Schedule Bar Date”) shall be the later of (i) General Bar Date and (ii) thirty days after the date that notice of the amendment is served on the affected claimant

17. Assistance of Claims Agent. KCC, the claims agent appointed in these cases, is authorized to facilitate and coordinate the claims reconciliation and bar date notice functions, including the mailing of the Bar Date Notice Packages. To the extent that KCC requires any assistance with the preparation and mailing of the Bar Date Notice Package, KCC is authorized to employ and pay necessary service providers, subject to prior approval from the Debtors, and to obtain reimbursement from the Debtors for any such payments on the same terms applicable to its direct services. KCC is further authorized to take such other actions as may be necessary to ensure timely preparation and mailing of the Bar Date Notice Package.

18. Publication Notice. The Debtors shall cause the Publication Notice, attached to the Application as **Exhibit D**, to be published in the *New York Times*, *USA Today*, *El Tiempo* (Colombia), *La República* (Colombia), *El Comercio* (Ecuador), *La República* (Costa Rica), and *La Prensa Gráfica* (El Salvador) and/or other national and local publications as soon as practicable after entry of this Order but in any event no later than twenty-eight days prior to the earliest of the Bar Dates.

19. The ACE Companies and the Chubb Companies: Notwithstanding anything to the contrary in this Bar Date Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any order of this Court, or any proof of claim form or notice of the bar date:

(i) ACE American Insurance Company on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “ACE Companies”) may file a single consolidated proof of claim (the “ACE Proof of Claim”) in the chapter 11 case of Avianca Holdings S.A., Case No. 20-11133 (the “Lead Case”) for any amounts or obligations owed to the ACE Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the ACE Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the ACE Proof of Claim;

(ii) Federal Insurance Company on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “Chubb Companies”) may file a single consolidated proof of claim (the “Chubb Proof of Claim”) in the Lead Case for any amounts or obligations owed to the Chubb Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the Chubb Proof of Claim; and

(iii) Chubb INA International Holdings Ltd., on its own behalf and on behalf of all of its non-U.S.-based affiliates and successors (collectively, the “Foreign Chubb Companies”) may file a single consolidated proof of claim (the “Foreign Chubb Proof of Claim,” and collectively with the ACE Proof of Claim and the Chubb Proof of Claim, the “Consolidated Claims”) in the Lead Case for any amounts or obligations owed to the Foreign Chubb Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the Foreign Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the Foreign Chubb Proof of Claim.

Nothing contained in this paragraph shall be construed as a waiver or modification of any rights, claims or defenses, including, without limitation, the right of the ACE Companies, the Chubb Companies or the Foreign Chubb Companies to (a) assert joint and several liability against some or all of the Debtors, (b) modify the Debtor(s) against which the Consolidated Claims are asserted, or (c) amend the amount or nature of the Consolidated Claims; provided, however, that the Consolidated Claims shall not be disallowed, reduced or expunged solely on the basis that the Consolidated Claims are filed (I) only in the Lead Case and only against Avianca Holdings S.A. (instead of in the bankruptcy cases of each or any of the other Debtors), and/or (II) only by ACE American Insurance Company, Federal Insurance Company or Chubb INA International Holdings Ltd. (instead of by each of the ACE Companies, the Chubb Companies or the Foreign Chubb Companies, respectively).

20. ~~19.~~ Reservation of Rights. The Debtors shall retain and hereby reserve the right to (i) dispute, and/or assert offsets or defenses against claim; (ii) subsequently designate any claim as disputed, contingent and/or unliquidated; and (iii) object to any claim, whether scheduled or filed, any 503(b)(9) Claim, and any Administrative Claim, on any grounds.

21. ~~20.~~ The Debtors are authorized and empowered to take such steps and perform such actions as may be necessary to implement and effectuate the terms of this Order, including without limitation payment of costs incurred in connection with the process of noticing the Bar Dates.

22. ~~21.~~ The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. ~~22.~~ This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Application or the implementation, interpretation or enforcement of this Order.

Dated: _____, 2020
New York, New York

_____.
UNITED STATES BANKRUPTCY JUDGE

Exhibit C

Claims Procedures Motion Proposed Order and Redline

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

-----X	:	
	:	
In re:	:	Chapter 11
	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹	:	Case No. 20-11133 (MG)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**ORDER PURSUANT TO 11 U.S.C. § 105(a) AND
FED. R. BANKR. P. 3007 (I) ESTABLISHING CLAIMS OBJECTION
AND NOTICE PROCEDURES AND (II) GRANTING RELATED RELIEF**

Upon the Motion² of the debtors and debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of the *Order Pursuant To 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 (I) Establishing Claims Objection and Notice Procedures and (II) Granting Related Relief* (this “Order”); and the Court having 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 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);

¹ 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); Nicaragüense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aéreo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A); AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion was appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and on the record of the Hearing establish just cause for the relief granted herein; and all objections to the Motion (if any) having been withdrawn or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. Bankruptcy Rule 3007 is modified to permit the Debtors to object to multiple claims in a single objection, in accordance with the following procedures (the "Claims Objection and Notice Procedures"):

- (a) Notwithstanding anything to the contrary in the Federal Rules of Bankruptcy Procedure, the Debtors are authorized to file omnibus objections to claims (an "Omnibus Objection") seeking reduction, reclassification or disallowance and expungement of claims on one or more of the following grounds (the "Additional Permitted Grounds"), in addition to the grounds set forth in Bankruptcy Rule 3007(d), including, without limitation:
 - (i) the amount claimed is inconsistent with or contradicts the Debtors' books and records and the Debtors, after review and consideration of any information provided by the claimant, deny liability in excess of the amount reflected in the Debtors' books and records;

- (ii) the claim is incorrectly classified;
 - (iii) the claim incorrectly values the collateral securing the claim;
 - (iv) the claim fails to sufficiently specify the basis for the claim or does not include sufficient documentation to ascertain the validity of the claim;
 - (v) the claim is for reimbursement or contribution and is subject to disallowance under section 502(e)(1) of the Bankruptcy Code;
 - (vi) the claim fails to specify the asserted claim amount;
 - (vii) the claim is filed against non-debtors or is filed against multiple Debtors;
 - (viii) except as may be permitted under any order approving the bar date motion, the claim fails to specify a Debtor against which the claim is asserted;
 - (ix) the claim has been satisfied by one or more of the Debtors' insurers;
 - (x) the claim has been satisfied in full by a party that is not a debtor or has otherwise been satisfied during the pendency of the Chapter 11 Cases (separate from those claims satisfied in accordance with the Bankruptcy Code, applicable rules or a court order as set forth in Bankruptcy Rule 3007(d)(5));
 - (xi) the claim has been waived or withdrawn pursuant to an agreement with the Debtors; or
 - (xii) the claim is barred by the statute of limitations.
- (b) The Debtors are authorized to file Omnibus Objections to up to two hundred (200) claims at a time on the grounds set forth in Bankruptcy Rule 3007(d) and on the Additional Permitted Grounds;
- (c) An exhibit listing the claims that are subject to the particular Omnibus Objection will be attached thereto. Each exhibit will include only the Claims to which there is a common basis for the Omnibus Objection. Claims for which there is more than one basis for the Omnibus Objection will be referenced on one exhibit and include references to the additional basis or bases for the Omnibus Objection. Including an Omnibus Objection on one exhibit will not constitute a waiver of the Debtors' right to object to the Claim on an additional basis or bases. The exhibits will include, without limitation, the following information, alphabetized by claimant:

- (i) the Claims that are the subject of the Omnibus Objection and, if applicable, the Proof of Claim number(s) or schedule number(s) related thereto from the Claims Register;
 - (ii) the asserted amount of the Claim;
 - (iii) the grounds for the Omnibus Objection;
 - (iv) a cross-reference to the section of the Omnibus Objection discussing such Claim; and
 - (v) other information, as applicable, including: (A) the proposed classification of Claims the Debtors seek to reclassify; (B) the reduced Claim amounts of Claims the Debtors seek to reduce; or (C) the surviving Claim, if any, for Claims the Debtors seek to expunge.
- (d) Except as expressly provided herein, the Debtors shall comply with the requirements for omnibus claim objections set forth in Bankruptcy Rule 3007(e);
- (e) Any order sustaining an Omnibus Objection shall be a final order for each claim referenced in the Omnibus Objection as if an individual objection had been filed for such claim, unless otherwise ordered by this Court;
- (f) Nothing in this Order shall constitute a determination or admission by any of the Debtors as to the validity, nature, amount or priority of any claim asserted in the Chapter 11 Cases;
- (g) The Debtors are authorized, but not directed (in which case Debtors shall follow Bankruptcy Rule 3007(a) and provide a full copy of the Omnibus Objection), to serve a Customized Notice, rather than the entire Omnibus Objection, on each claimant whose claim is the subject of the applicable Omnibus Objection and, if known, on each claimant's counsel. The Customized Notice shall be in a form substantially similar to the notices attached hereto as Exhibit 1, and shall (i) identify the claims of the noticed party that are the subject of the Omnibus Objection (with reference to an attached exhibit or otherwise), (ii) describe the basis of the Omnibus Objection, (iii) notify claimants of the claim objection process (including the steps that must be taken to contest the objection, the response deadline, and hearing date); (iv) provide information on how the claimant can obtain a complete copy of the Omnibus Objection, free of charge, and (v) be written in both English and Spanish. Service of such Customized Notice on the affected claimant represents good and sufficient notice of the relevant claims objection and no further notice shall be required;
- (h) The Debtors shall file all omnibus and individual objections with this Court in accordance with the *Order Implementing Certain Notice and Case*

Management Procedures (the “Case Management Order”) [Docket No. 47], to be made publicly available for free on the website of the Debtors’ approved claims and noticing agent, KCC (the “Claims and Noticing Agent”) at <http://www.kccllc.net/avianca> (the “Case Website”). These objections shall be served in a text searchable format.

- (i) Notice of all claim objections shall be limited to:
 - (i) service of a complete copy of each claim objection on (a) the U.S. Trustee and (b) by email to counsel to the Committee;
 - (ii) with respect to each Omnibus Objection, service of the Customized Notice on each claimant whose claim is the subject of the applicable Omnibus Objection and its counsel, if they have appeared in the Chapter 11 Cases; and
 - (iii) with respect to individual claim objections, service of a complete copy of each individual objection on the claimants whose claim is the subject of the objection and its counsel, if they have appeared in the Chapter 11 Cases.
- (j) Responses to both individual objections and Omnibus Objections shall be due on the date stated on the first page of the Objection and Customized Notice provided that such date is a business day that is at least thirty (30) calendar days after service of the objection or Customized Notice; *provided, however*, that the Debtors reserve the right to request that this Court impose an alternative response date or grant expedited consideration with respect to certain objections, if the circumstances so require, which may result in shortened notice of both the hearing date and the response deadline. Debtors shall also be authorized to extend any response period, in their sole discretion, without further notice or order of this Court.

3. Nothing in this Order shall preclude the settlement, in accordance with the *Order Establishing Procedures for Settling Certain Claims* (the “Settlement Order”) [Docket No. 468], of a claim subject to an objection by mutual consent of the parties at any time.

4. The entry of this Order is without prejudice to the Debtors’ rights to seek entry of an order modifying or supplementing the relief granted herein, including with respect to the number of claims that the Debtors may include within a single Omnibus Objection.

5. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry,

(ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

6. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation, interpretation or enforcement of this Order.

Dated: _____, 2020
New York, New York

UNITED STATES BANKRUPTCY JUDGE

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

x

	:	Chapter 11
In re:	:	
	:	Case No. 20-11133 (MG)
AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors.	:	
	:	

x

**ORDER PURSUANT TO 11 U.S.C. § 105(a) AND
FED. R. BANKR. P. 3007 (I) ESTABLISHING CLAIMS OBJECTION
AND NOTICE PROCEDURES AND (II) GRANTING RELATED RELIEF**

Upon the Motion² of the debtors and debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of the *Order Pursuant To 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 (I) Establishing Claims Objection and Notice Procedures and (II) Granting Related Relief* (this “Order”); and the Court having jurisdiction over this

¹ 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); Nicaragüense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aéreo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A); AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

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 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion was appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and on the record of the Hearing establish just cause for the relief granted herein; and all objections to the Motion (if any) having been withdrawn or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. Bankruptcy Rule 3007 is modified to permit the Debtors to object to multiple claims in a single objection, in accordance with the following procedures (the "Claims Objection and Notice Procedures");

- (a) Notwithstanding anything to the contrary in the Federal Rules of Bankruptcy Procedure, the Debtors are authorized to file omnibus objections to claims (an "Omnibus Objection") seeking reduction, reclassification or disallowance and expungement of claims on one or more of the following grounds (the "Additional Permitted Grounds"), in

addition to the grounds set forth in Bankruptcy Rule 3007(d), including, without limitation:

- (i) the amount claimed is inconsistent with or contradicts the Debtors' books and records and the Debtors, after review and consideration of any information provided by the claimant, deny liability in excess of the amount reflected in the Debtors' books and records;
- (ii) the claim is incorrectly classified;
- ~~(iii) the claim seeks recovery of amounts for which the Debtors are not liable;~~
- (iii) ~~(iv)~~ the claim incorrectly values the collateral securing the claim;
- (iv) ~~(v)~~ the claim fails to sufficiently specify the basis for the claim or does not include sufficient documentation to ascertain the validity of the claim;
- (v) ~~(vi)~~ the claim is for reimbursement or contribution and is subject to disallowance under section 502(e)(1) of the Bankruptcy Code;
- (vi) ~~(vii)~~ the claim fails to specify the asserted claim amount;
- (vii) ~~(viii)~~ the claim is filed against non-debtors or is filed against multiple Debtors;
- (viii) ~~(ix)~~ except as may be permitted under any order approving the bar date motion, the claim fails to specify a Debtor against which the claim is asserted;
- (ix) ~~(x)~~ the claim has been satisfied by one or more of the Debtors' insurers;
- (x) ~~(xi)~~ the claim has been satisfied in full by a party that is not a debtor or has otherwise been satisfied during the pendency of the Chapter 11 Cases (separate from those claims satisfied in accordance with the Bankruptcy Code, applicable rules or a court order as set forth in Bankruptcy Rule 3007(d)(5));
- (xi) ~~(xii)~~ the claim has been waived or withdrawn pursuant to an agreement with the Debtors; or
- (xii) ~~(xiii)~~ the claim is barred by the statute of limitations.

- (b) The Debtors are authorized to file Omnibus Objections to up to two hundred (200) claims at a time on the grounds set forth in Bankruptcy Rule 3007(d) and on the Additional Permitted Grounds;
- (c) An exhibit listing the claims that are subject to the particular Omnibus Objection will be attached thereto. Each exhibit will include only the Claims to which there is a common basis for the Omnibus Objection. Claims for which there is more than one basis for the Omnibus Objection will be referenced on one exhibit and include references to the additional basis or bases for the Omnibus Objection. Including an Omnibus Objection on one exhibit will not constitute a waiver of the Debtors' right to object to the Claim on an additional basis or bases. The exhibits will include, without limitation, the following information, alphabetized by claimant:
 - (i) the Claims that are the subject of the Omnibus Objection and, if applicable, the Proof of Claim number(s) or schedule number(s) related thereto from the Claims Register;
 - (ii) the asserted amount of the Claim;
 - (iii) the grounds for the Omnibus Objection;
 - (iv) a cross-reference to the section of the Omnibus Objection discussing such Claim; and
 - (v) other information, as applicable, including: (A) the proposed classification of Claims the Debtors seek to reclassify; (B) the reduced Claim amounts of Claims the Debtors seek to reduce; or (C) the surviving Claim, if any, for Claims the Debtors seek to expunge.
- (d) Except as expressly provided herein, the Debtors shall comply with the requirements for omnibus claim objections set forth in Bankruptcy Rule 3007(e);
- (e) Any order sustaining an Omnibus Objection shall be a final order for each claim referenced in the Omnibus Objection as if an individual objection had been filed for such claim, unless otherwise ordered by this Court;
- (f) Nothing in this Order shall constitute a determination or admission by any of the Debtors as to the validity, nature, amount or priority of any claim asserted in the Chapter 11 Cases;
- (g) The Debtors are authorized, but not directed (in which case Debtors shall follow Bankruptcy Rule 3007(a) and provide a full copy of the Omnibus Objection), to serve a Customized Notice, rather than the entire Omnibus

Objection, on each claimant whose claim is the subject of the applicable Omnibus Objection and, if known, on each claimant's counsel. The Customized Notice shall be in a form substantially similar to the notices attached hereto as Exhibit 1, and shall (i) identify the claims of the noticed party that are the subject of the Omnibus Objection (with reference to an attached exhibit or otherwise), (ii) describe the basis of the Omnibus Objection, (iii) notify claimants of the claim objection process (including the steps that must be taken to contest the objection, the response deadline, and hearing date); (iv) provide information on how the claimant can obtain a complete copy of the Omnibus Objection, free of charge, and (v) be written in both English and Spanish. Service of such Customized Notice on the affected claimant represents good and sufficient notice of the relevant claims objection and no further notice shall be required;

- (h) The Debtors shall file all omnibus and individual objections with this Court in accordance with the *Order Implementing Certain Notice and Case Management Procedures* (the "Case Management Order") [Docket No. 47], to be made publicly available for free on the website of the Debtors' approved claims and noticing agent, KCC (the "Claims and Noticing Agent") at <http://www.kccllc.net/avianca> (the "Case Website"). These objections shall be served in a text searchable format.
- (i) Notice of all claim objections shall be limited to:
 - (i) service of a complete copy of each claim objection on (a) the U.S. Trustee and (b) by email to counsel to the Committee;
 - (ii) with respect to each Omnibus Objection, service of the Customized Notice on each claimant whose claim is the subject of the applicable Omnibus Objection and its counsel, if they have appeared in the Chapter 11 Cases; and
 - (iii) with respect to individual claim objections, service of a complete copy of each individual objection on the claimants whose claim is the subject of the objection and its counsel, if they have appeared in the Chapter 11 Cases.
- (j) Responses to both individual objections and Omnibus Objections shall be due ~~twenty-eight (28)~~ on the date stated on the first page of the Objection and Customized Notice provided that such date is a business day that is at least thirty (30) calendar days after service of the objection or Customized Notice, ~~or if such date falls on a Saturday, Sunday or holiday, the first business day following such date;~~ *provided, however,* that the Debtors reserve the right to request that this Court impose an alternative response date or grant expedited consideration with respect to certain objections, if the circumstances so require, which may result in shortened notice of both the hearing date and the response

deadline. Debtors shall also be authorized to extend any response period, in their sole discretion, without further notice or order of this Court.

3. Nothing in this Order shall preclude the settlement, in accordance with the *Order Establishing Procedures for Settling Certain Claims* (the “Settlement Order”) [Docket No. 468], of a claim subject to an objection by mutual consent of the parties at any time.

4. The entry of this Order is without prejudice to the Debtors’ rights to seek entry of an order modifying or supplementing the relief granted herein, including with respect to the number of claims that the Debtors may include within a single Omnibus Objection.

5. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

6. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation, interpretation or enforcement of this Order.

Dated: _____, 2020
New York, New York

UNITED STATES BANKRUPTCY JUDGE