

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

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In re:	: Chapter 11
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AVIANCA HOLDINGS S.A., <i>et al.</i> , <sup>1</sup>	: Case No. 20-11133 (MG)
	:
Debtors.	: (Jointly Administered)
	:
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**NOTICE OF REJECTION OF CERTAIN UNEXPIRED REAL PROPERTY LEASES**

**PLEASE TAKE NOTICE** that on June 9, 2020, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order on the motion (the “Motion”) of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection, assumption, or assumption and assignment of executory contracts and unexpired leases and granting related relief [Docket No. 261] (the “Procedures Order”).

**PLEASE TAKE FURTHER NOTICE** that on August 7, 2020, the Court entered an order [Docket No. 677] extending the time within which the Debtors must assume or reject unexpired

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s tax identification number (as applicable), are: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int’l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Tacade México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A); 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.



leases of nonresidential real property pursuant to section 365(d)(4) of the Bankruptcy Code through and including December 6, 2020.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each unexpired lease of nonresidential real property set forth on **Exhibit 1** attached hereto (collectively, the “Rejected Agreements”) is hereby rejected effective as of the date set forth on **Exhibit 1** (the “Rejection Date”), or such other date as the Debtors and the counterparty or counterparties to any such Rejected Agreement(s) agree.

**PLEASE TAKE FURTHER NOTICE** that if any party seeks to object to the proposed rejection of any of the Rejected Agreements, such party must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases no later than fourteen (14) days after the date the Debtors serve this Notice, and promptly served on: (i) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (ii) the Debtors, c/o Richard Galindo ([richard.galindo@avianca.com](mailto:richard.galindo@avianca.com)); (iii) Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan R. Fleck, Esq. and Gregory A. Bray, Esq. ([efleck@milbank.com](mailto:efleck@milbank.com) and [gbray@milbank.com](mailto:gbray@milbank.com))), as counsel for the Debtors; (iv) Morrison & Foerster LLP, 250 West 55th St., New York, NY 10019 (Attn: Brett H. Miller, Esq. and Todd M. Goren, Esq. ([brettmiller@mof.com](mailto:brettmiller@mof.com) and [tgoren@mof.com](mailto:tgoren@mof.com))), as counsel to the Official Committee of Unsecured Creditors (the “Committee”); and (v) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, NY 10014 (Attn: Brian Masumoto, Esq. and Greg Zipes, Esq. ([brian.masumoto@usdoj.gov](mailto:brian.masumoto@usdoj.gov) and [greg.zipes@usdoj.gov](mailto:greg.zipes@usdoj.gov))); (vi) the Securities and Exchange Commission, 100 F Street, NE,

Washington, D.C. 20549; (vii) the Federal Aviation Administration, 800 Independence Ave., S.W. Washington, DC 20591 (Attn: Office of the Chief Counsel). Only those responses that are timely filed, served, and received will be considered at any hearing.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Rejected Agreement shall become effective on the Rejection Date set forth in **Exhibit 1**, or such other date as the Debtors and the counterparty or counterparties to such Rejected Agreement agree.<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Rejected Agreement is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Rejected Agreement(s) to which such objection relates. If such objection is overruled or withdrawn, such Rejected Agreement(s) shall be rejected as of the Rejection Date set forth in **Exhibit 1** or such other date as the Debtors and the counterparty or counterparties to any such Rejected Agreement agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Rejected Agreement counterparty as a security deposit or other arrangement, the Rejected Agreement counterparty may not setoff or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to any such Rejected Agreement(s) otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Rejected Agreement(s), you must do so by the later of (a) the claims

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<sup>2</sup> An objection to the rejection of any particular Rejected Agreement listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Rejected Agreement listed in this Rejection Notice must state with specificity the Rejected Agreement to which it is directed. For each particular Rejected Agreement whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Procedures Order.

bar date established in these chapter 11 cases, which has been set as **January 20, 2021 at 4:00 p.m. Pacific Time**, and (b) 30 days after the Rejection Date. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

*[Remainder of page intentionally left blank]*

Dated: New York, New York  
November 22, 2020

/s/ Evan Fleck

Dennis F. Dunne  
Evan R. Fleck  
MILBANK LLP  
55 Hudson Yards  
New York, New York 10001  
Telephone: (212) 530-5000  
Facsimile: (212) 530-5219

- and -

Gregory A. Bray  
MILBANK LLP  
2029 Century Park East, 33<sup>rd</sup> Floor  
Los Angeles, CA 90067  
Telephone: (424) 386-4000  
Facsimile: (213) 629-5063

*Counsel for Debtors and  
Debtors-in-Possession*

**EXHIBIT 1**

**Rejected Agreements**

<b>Debtor Counterparty</b>	<b>Description of Rejected Agreement</b>	<b>Amendments</b>	<b>Rejection Date</b>	<b>Address</b>	<b>Email</b>
Taca International Airlines S.A.	Lease Agreement 5-15-036 dated as of February 1, 2015. Airport Areas- Ticket counter- Baggage make up space-fees kiosk- Dulles International Airport (IAD)	Amendments through Amendment N° 2 dated as of March 13, 2019.	December 6, 2020	METROPOLITAN WASHINGTON AIRPORTS AUTHORITY 1 AVIATION CIRCLE WASHINGTON D.C., 20001	mike.stewart@mwa.com Colleen.VonHoene@MWAA.com