

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

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In re:	:	Chapter 11
	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	Case No. 20-11133 (MG)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----X	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	
	:	
Plaintiffs.	:	
	:	
v.	:	Adv. Proc. 20-1194-mg
	:	
G4S SECURE SOLUTIONS	:	
INTERNATIONAL INC.,	:	
	:	
Defendants.	:	
-----X	:	

**ORDER APPROVING THE SETTLEMENT AGREEMENT BY AND AMONG
DEBTORS, DEFENDANT G4S, AND G4S FACILITY MANAGEMENT CÍA. LTDA.**

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



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Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) approving the Settlement Agreement annexed hereto as Exhibit 1, among the Debtors, G4S Secure International, Inc., and G4S Facility Management Cía. Ltda.; all as more fully set forth in the Motion; and this 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 February 1, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; and no objections having been filed; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this 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. The Settlement Agreement is hereby approved. Pursuant to Bankruptcy Rule 9019, the Debtors are authorized to enter into and perform under the Settlement Agreement, and perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and

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

fully implement the Settlement Agreement in accordance with the terms, conditions, and agreements set forth or provided therein.

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

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

IT IS SO ORDERED.

Dated: January 19, 2021
New York, New York

/s/ Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Exhibit 1

Settlement Agreement and Release

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of Claims (hereinafter the “Settlement Agreement”) is made and entered into as of December 17, 2020 (the “Execution Date”) by and among Avianca Holdings S.A., and all affiliated and related debtors in Cases no. 20-11133 (mg) (jointly administered) pending in the United States Bankruptcy Court for the Southern District of New York (collectively, “Avianca” or “Debtors”), G4S Secure Solutions International Inc. (“G4S International” or “Defendant”), and G4S Facility Management Cía. Ltda. (“G4S Ecuador,” and together with G4S International, “G4S”) (each a “Settling Party” and together, the “Settling Parties”).

RECITALS

WHEREAS on May 10, 2020 (the “Petition Date”), Debtors each filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), and Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, by complaint dated July 14, 2020 (the “Complaint”) [Docket No. 1], Debtors commenced an adversary proceeding against G4S International (Ad. Proc. No. 20-01194-mg) (the “Adversary Proceeding”), as amended by an amended Complaint dated September 8, 2020 (the “Amended Complaint”) [Docket No. 15], alleging that G4S Ecuador made improper attempts to collect prepetition debts owed by the Debtors (the “Prepetition Amounts”);

WHEREAS, on September 22, 2020, G4S International moved to dismiss the Amended Complaint (the “Motion to Dismiss”) [Docket No. 16];

WHEREAS, the Bankruptcy Court entered an Order denying the Motion to Dismiss on October 7, 2020 [Docket No. 23];

WHEREAS, the Settling Parties have engaged in negotiations in an effort to reach an amicable resolution of the claims asserted in the Adversary Proceeding without incurring the costs associated with proceeding to trial;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Settling Parties covenant and agree as follows:

1. Recitals. The above Recitals are incorporated herein. The Settling Parties acknowledge that the “Whereas” clauses set forth above are only intended to generally summarize and do not constitute a full recitation of all facts, positions, claims, defenses, or procedural developments relevant to the litigation or characterizations of the same.

2. Releases. Debtors fully and finally release G4S and its affiliates from any claims that the Debtors have asserted, could have asserted, or may have asserted against G4S and its affiliates relating to the matters raised in the Adversary Proceeding, except for claims arising under this Settlement Agreement (including those items specifically referenced in Paragraph 5). G4S and G4S Ecuador fully and finally release the Debtors from any claims that G4S and/or G4S Ecuador have asserted, could have asserted, or may have asserted against the Debtors in the United States or in any foreign jurisdiction, relating to the matters raised in the Adversary Proceeding, except for claims arising under this Settlement Agreement (including those items specifically referenced in Paragraph 5), or a Proof of Claim as permitted by Federal Rule of Bankruptcy Procedure 3002 and 5005. No Settling Party is releasing any right to enforce this Settlement Agreement.

3. Additional Consideration. For the avoidance of doubt, the Settling Parties agree that neither G4S International or G4S Ecuador, nor any of their affiliates or subsidiaries, will take any further steps in the United States or in any foreign jurisdiction (including without limitation,

Ecuador) to collect the Prepetition Amounts from the Debtors or their affiliates, or make any other attempt to seize or possess the Debtors' property.

4. Conditions Precedent. It shall be a condition precedent to the effectiveness of this Settlement Agreement that an Order shall have been duly entered by the Bankruptcy Court approving the Settlement Agreement.

5. Governing Law. This Settlement Agreement, and any disputes related thereto, shall be governed by and be construed in accordance with the laws of the United States. To the extent that federal law does not apply, the laws of the state of New York shall apply without regard to the rule of conflict of laws of the state of New York or any other jurisdiction that would require the application of the law of another jurisdiction. The Settling Parties consent to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Settlement Agreement, and agree not to commence any litigation relating to this Settlement Agreement except in the Bankruptcy Court.

6. Authority. Subject to the entry of the Order, the undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Settlement Agreement on behalf of the persons and the entities indicated below.

7. Successors and Assigns. The rights and obligations of each of the Settling Parties under this Settlement Agreement shall be binding upon, and inure to the benefit of, any successor or assign of each such Settling Party.

8. Complete Agreement. This Settlement Agreement constitutes the complete agreement of the Settling Parties with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by the Settling Parties or anyone acting on their behalf other than as contained in this Settlement Agreement. Any prior agreements,

promises or representations not expressly set forth in this Settlement Agreement shall be of no force or effect.

9. Amendments. This Settlement Agreement may not be amended, modified, or altered except by a separate agreement in writing signed by each of the Settling Parties.

10. No Party Deemed Drafter. For purposes of construing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all of the Settling Parties and shall not, therefore, be construed against any Settling Party for that reason in any subsequent dispute.

11. Failure to Enforce. The failure of any Settling Party to enforce a provision of this Settlement Agreement will not constitute a waiver of such Settling Party's right to enforce that provision.

12. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

13. Effective Date. The effective date of this Settlement Agreement is the date upon which the Order approving the Settlement Agreement is entered by the Bankruptcy Court. If the Order is not approved and entered by the Bankruptcy Court, the Settlement Agreement shall be null and void, with no force or effect.

14. Dismissal with Prejudice. Within five (5) business days after the Effective Date, Debtors shall file a Stipulation of Dismissal in the Adversary Proceeding dismissing the Adversary Proceeding as against G4S with prejudice.

[*Remainder of Page Intentionally Left Blank*]

Agreed to and Accepted this 17th of December, 2020:

The Debtors in *In re Avianca Holdings, S.A.*, no. 20-11133 (mg) (jointly administered)

By:  _____

Richard Galindo Sanchez

General Legal Director

G4S Secure Solutions International Inc.,

By: _____

Fiona Walters, President

G4S Facility Management Cía. Ltda.

By: _____

Andres Ochoa Calle, General Manager

Agreed to and Accepted this 15th of December, 2020:

The Debtors in *In re Avianca Holdings, S.A.*, no. 20-11133 (mg) (jointly administered)

By: _____

Richard Galindo Sanchez

General Legal Director

G4S Secure Solutions International Inc.,

By:  _____

Fiona Walters, President

G4S Facility Management Cía. Ltda.

By: _____

Andres Ochoa Calle, General Manager

Agreed to and Accepted this 15th of December, 2020:

The Debtors in *In re Avianca Holdings, S.A.*, no. 20-11133 (mg) (jointly administered)

By: _____

Richard Galindo Sanchez

General Legal Director

G4S Secure Solutions International Inc.,

By: _____

Fiona Walters, President

G4S Facility Management Cía. Ltda.

ANDRES ALFREDO
OCHOA CALLE -
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By: _____

Andres Ochoa Calle, General Manager