

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

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In re: : Chapter 11  
: :  
AVIANCA HOLDINGS S.A., *et al.*,<sup>1</sup> : Case No. 20-11133 (MG)  
: :  
Debtors. : (Jointly Administered)  
: :  
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**NOTICE OF ASSUMPTION  
OF CERTAIN EXECUTORY CONTRACTS  
(AS AMENDED) WITH MICROSOFT CORPORATION**

**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”)<sup>2</sup> of the above-captioned debtors and debtors in possession (the “Debtors”) approving certain 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”).

<sup>1</sup> The Debtors in these chapter 11 cases (the “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 Loyalty Bermuda Ltd. (N/A); AV Taca International Holdco S.A. (N/A); Aviacorp Enterprises 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, 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). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

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



**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this “Assumption Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, to assume: (i) that certain *Business Agreement No. U7451194* (the “MBSA”) between Microsoft Licensing G.P. (“Microsoft Licensing,” a subsidiary of Microsoft Corporation (“Microsoft”)) and Debtors Aerovías del Continente Americano S.A. Avianca (“Aerovías”) and Taca International Airlines S.A. (“Taca”); (ii) that certain *Master Enterprise Agreement No. 5732409* between Microsoft Licensing, Aerovías, and Taca (the “Master Enterprise Agreement”); (iii) that certain *Enrollment Agreement No. 8910930* between Microsoft Licensing and Aerovías (the “Enrollment Agreement No. 8910930”); (iv) that certain *Enrollment Agreement No. 6449814* between Microsoft Licensing and Aerovías (the “Enrollment Agreement No. 6449814”); and (v) that certain *Enrollment Agreement No. 4915311* between Microsoft Licensing and Taca (the “Enrollment Agreement No. 4915311,” and together with the Enrollment Agreement No. 8910930, the Enrollment Agreement No. 6449814, the Master Enterprise Agreement, and the MBSA, the “Assumed Microsoft Contracts”), as more fully set forth on Exhibit 1 hereto.

**PLEASE TAKE FURTHER NOTICE** that the Assumed Microsoft Contracts will be amended as of the effective date of their assumptions, as described on Exhibit 1.

**PLEASE TAKE FURTHER NOTICE** that the agreed cure amounts for the Assumed Microsoft Contracts will be \$0.00.

**PLEASE TAKE FURTHER NOTICE** that the Parties have agreed that Microsoft’s general unsecured claims in the Debtors’ chapter 11 cases (Claim No. 2178 (\$2,517,770.49)), Claim No. 2180 (\$269,966.49)), and Claim No. 2181 (\$67,708.46)) shall be allowed.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have the financial wherewithal to meet all future obligations under the Assumed Microsoft Contracts, and the assumptions of the Assumed Microsoft Contracts are in the best interest of the Debtors' estates.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed assumption of the Assumed Microsoft Contracts 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 Avianca Holdings S.A., Avenida Calle 26 # 59 – 15 Bogotá, Colombia (Attn: 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., Gregory A. Bray, Esq., and Benjamin Schak, Esq. ([efleck@milbank.com](mailto:efleck@milbank.com), [gbray@milbank.com](mailto:gbray@milbank.com), and [bschak@milbank.com](mailto:bschak@milbank.com))), as counsel for the Debtors; (iv) Willkie Farr & Gallagher LLP, 787 7th Ave, New York, NY 10019 (Attn: Brett H. Miller, Esq. and Todd M. Goren, Esq. ([bmiller@willkiefarr.com](mailto:bmiller@willkiefarr.com) and [tgoren@willkiefarr.com](mailto:tgoren@willkiefarr.com))) as counsel to the Official Committee of Unsecured Creditors (the "Committee"); (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 St., N.E., Washington, DC 20549; (vii) the Federal Aviation Administration, 800 Independence Ave., S.W., Washington, DC 20591 (Attn: Office of the Chief Counsel); and (viii) Fox Rothschild LLP, 1001 Fourth Ave., Suite 4500, Seattle WA, 98154 (Attn: Joe Shickich ([jshickich@foxrothschild.com](mailto:jshickich@foxrothschild.com))), on behalf of Microsoft.

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the assumption of the Assumed Microsoft Contracts is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection.

Dated: New York, New York  
September 22, 2021

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

**EXHIBIT 1**

**Assumed Microsoft Contracts<sup>1</sup>**

Counterparty	Debtor Counterparty	Description of Assumed Microsoft Contract <sup>2</sup>	Cure Amount	Amendments	Assumption Date
Microsoft Licensing G.P.  Microsoft Corporation Dept. 551, Volume Licensing 6880 Sierra Center Parkway Reno, Nevada 89511  Attn: Andres Rengifo, Brien Jacobsen, Fernando Agudelo Barragan ( <a href="mailto:Andres.Rengifo@microsoft.com">Andres.Rengifo@microsoft.com</a> ; <a href="mailto:BrienJ@microsoft.com">BrienJ@microsoft.com</a> ; <a href="mailto:Fernando.Agudelo@microsoft.com">Fernando.Agudelo@microsoft.com</a> )	Aerovías del Continente Americano S.A. Avianca  Taca International Airlines S.A.	Business Agreement No. U7451194 (the “ <u>MBSA</u> ”) (general contract terms between Avianca and Microsoft, <i>e.g.</i> , confidentiality, warranty, indemnity, etc.).	\$0	None.	September 20, 2021
Microsoft Licensing G.P. (contact information same as above)	Aerovías del Continente Americano S.A. Avianca  Taca International Airlines S.A.	Master Enterprise Agreement No. 5732409 (the “ <u>Master Enterprise Agreement</u> ”) (licensing terms regulating rights/obligations re: Microsoft’s services ( <i>e.g.</i> , Cloud, on-premise, etc.)).	\$0	None.	September 20, 2021

<sup>1</sup> All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Assumption Notice. The descriptions of the Assumed Microsoft Contracts are qualified by reference to the text of the MBSA, the Master Enterprise Agreement, and the Enrollment Agreements No. 8910930, 6449814, and 4915311, as applicable.

<sup>2</sup> The inclusion of the Assumed Microsoft Contracts on this list does not constitute an admission as to the executory or non-executory nature of the Assumed Microsoft Contracts, or as to the existence or validity of any claims held by the counterparty to either agreement. The assumptions of the Assumed Microsoft Contracts include all amendments, modifications, and supplements to the Assumed Microsoft Contracts.

Counterparty	Debtor Counterparty	Description of Assumed Microsoft Contract <sup>2</sup>	Cure Amount	Amendments	Assumption Date
Microsoft Licensing G.P. (contact information same as above)	Aerovías del Continente Americano S.A. Avianca	Enrollment Agreement No. 8910930 (providing for specific products/services, <i>e.g.</i> , Azure, Dynamics, SCE, etc.)	\$0	Three-year extension.	September 20, 2021
Microsoft Licensing G.P. (contact information same as above)	Aerovías del Continente Americano S.A. Avianca	Enrollment Agreement No. 6449814 (providing for specific products/services, <i>e.g.</i> , Azure, Dynamics, SCE, etc.)	\$0	Three-year extension.	September 20, 2021
Microsoft Licensing G.P. (contact information same as above)	Taca International Airlines S.A.	Enrollment Agreement No. 4915311 (providing for specific products/services, <i>e.g.</i> , Azure, Dynamics, SCE, etc.)	\$0	Three-year extension.	September 20, 2021