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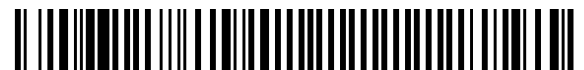
*Counsel for Debtors and Reorganized
Debtors*

**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 and Reorganized Debtors.	:	(Confirmed)
	:	
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**DECLARATION OF JOHN G. MCCARTHY IN SUPPORT OF THE REORGANIZED
DEBTORS' TWENTY-FOURTH OMNIBUS OBJECTION TO PROOFS OF CLAIM**

¹ The Debtors and Reorganized Debtors in these chapter 11 cases, and each Debtors' and Reorganized Debtors' federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A) n/k/a HVA Associated Corp.; 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); 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). The Debtors' and Reorganized Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



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I, JOHN G. MCCARTHY, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a member of the law firm Smith, Gambrell & Russell, LLP, counsel to Avianca Holdings S.A. and its reorganized debtor affiliates in the above-captioned action (collectively, the “Reorganized Debtors”). I submit this declaration in support of the *Reorganized Debtors’ Twenty-Fourth Omnibus Objection to Proofs of Claim* (the “Objection”), filed contemporaneously herewith.

2. Attached to this declaration as **Exhibit A** is a true and correct copy of an excerpt of the *Framework Agreement [Avianca EAIV 2015-1&2 Trusts]*, dated as of July 30, 2015, among Wells Fargo Bank Northwest, National Association, OCTO-Aircraft Leasing LLC, Avianca EAIV 2015-1 Trust, Avianca EAIV 2015-2 Trust, Avianca Holdings S.A., Aerovías Del Continente Americano S.A. Avianca, Wells Fargo Bank, National Association, and the financiers party thereto.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 2, 2022

/s/ John G. McCarthy
John G. McCarthy

Exhibit A

to the Declaration of John G. McCarthy in Support of the Reorganized Debtors' Twenty-Fourth Omnibus Objection to Proofs of Claim

EXECUTION COPY

FRAMEWORK AGREEMENT [AVIANCA EAIV 2015-1&2 TRUSTS]

dated as of July 30, 2015 by

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,
not in its individual capacity, except as otherwise expressly provided herein,
but solely as owner trustee

OCTO-AIRCRAFT LEASING LLC,
as Trust 1 Owner Participant
and
as Trust 2 Owner Participant

AVIANCA EAIV 2015-1 Trust,
as Borrower

AVIANCA EAIV 2015-2 Trust,
as Borrower

AVIANCA HOLDINGS S.A.,
as Guarantor

AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA,
as Lessee

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Security Trustee

and

THE FINANCIERS PARTY HERETO.

Up to \$379,160,000 in Secured Notes and Loan Certificates

Burnham Sterling & Company LLC and Burnham Sterling Securities LLC,
as Initiators

DekaBank Deutsche Girozentrale & The Korea Development Bank,
as Arrangers

[Framework Agreement [Avianca EAIIV 2015-1&2 Trusts]]

by the trust name therefor specified on Schedule IV. The Owner Participants shall be special purpose vehicles, identified in Schedule V hereto (with each being the owner participant for the specified associated Borrower), and will be affiliates of the Guarantor.

2.5 Remedy Coordination. Notwithstanding anything to the contrary in the Basic Documents, any direction to the Security Trustee to accelerate the Loans under a Loan Agreement of any Borrower shall be deemed a direction to the Security Trustee to also demand repayment of the Notes issued under the NPA to which such Borrower is a party pursuant to Section 2.8(a)(y) of such NPA and any direction to the Security Trustee to demand repayment of the Notes issued under the NPA to which a Borrower is a party pursuant to Section 2.8(a)(y) of such NPA shall be deemed a direction to the Security Trustee to also accelerate the Loans under the Loan Agreement to which such Borrower is a party.

2.6 Documentation. The primary documentation to finance each Aircraft (the “Primary Documents”) will be:

- (a) The Guaranty by the Guarantor for the applicable Borrower, substantially in the form of Exhibit A hereto.
- (b) The NPA, substantially in the form of Exhibit B hereto, and the Loan Agreement, substantially in the form of Exhibit C hereto, for the applicable Borrower;
- (c) The Lease for each Aircraft, each substantially in the form of Exhibit D hereto; and
- (d) The Mortgage for the applicable Borrower, substantially in the form of Exhibit E hereto.

In addition, the financing of each Aircraft will be subject to the delivery of the other documentation referred to in Section 7 of the NPA and Loan Agreement for such Aircraft and the satisfaction of the other conditions precedent set forth in the Primary Documents. The Primary Documents for each Borrower and Aircraft will be completed in compliance with the Schedules hereto.

2.7 Fees. The Guarantor agrees to pay to each Financier, as and when due as provided in the Financing Documents (whether or not executed and delivered) the Commitment Fees and Upfront Fees specified therein. In addition, the Guarantor agrees to pay as and when due the agreed fees and expenses of the institution acting as Borrower and Security Trustee.

2.8 Initiator. The Initiator is entitled to compensation under the Primary Documents as and to the extent provided therein. As such, the Initiator is and shall be a third party beneficiary thereunder as and to the extent expressly provided therein and in Section 2.10 hereof. No Financier shall have any fiduciary duty to the Initiator nor shall any Financier be subject to or take on any credit risk of the Initiator, including as to any agreements by the Initiator to pay for certain costs and expenses; any such agreement being a bilateral matter as between the Initiator and the Guarantor.