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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.	: (Jointly Administered)
	: :
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NOTICE OF REJECTION OF AIRCRAFT LEASES (MSNs 6511 AND 6767)

PLEASE TAKE NOTICE that on October 24, 2021, the Debtors filed their *Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and its Affiliated Debtors* [Docket No. 2259] (the “Plan”).

¹ The Debtors and Reorganized Debtors in these chapter 11 cases, and each Debtor and Reorganized 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); 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.



PLEASE TAKE FURTHER NOTICE that, on November 2, 2021, the Court entered the *Order (I) Confirming Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 2300].

PLEASE TAKE FURTHER NOTICE that on December 1, 2021, the Debtors filed the *Schedule of Aircraft Leases to Be Assumed Subject to Entry into Definitive Documentation in Accordance with Previous Court-Approved Letters of Intent and Approval Orders* (“Exhibit E-3”) [Docket No. 2378].

PLEASE TAKE FURTHER NOTICE that, pursuant to Exhibit E-3, if the parties to an aircraft lease set forth on Exhibit E-3 are unable to reach an agreement with respect to definitive documentation memorializing the amendment of such aircraft lease or the conditions to the effectiveness of such definitive documentation are not satisfied, are not capable of being satisfied, or are not waived, the Debtors shall reject such aircraft lease pursuant to the conditions, if any, set forth in the relevant Second Stipulation (as defined in the Plan) or any other applicable order of the Bankruptcy Court, unless otherwise agreed by the parties to such aircraft lease; provided, however, that, if the parties do not reach agreement on definitive documentation with respect to the amendment of an aircraft lease set forth on Exhibit E-3 by or the conditions to the effectiveness of such definitive documentation are not satisfied or are not waived on or before December 15, 2021 (the “Rejection Date”), the relevant aircraft lease shall be deemed rejected as of the Rejection Date, unless otherwise agreed in writing by the parties.

PLEASE TAKE FURTHER NOTICE that, pursuant to Exhibit E-3 and by this written notice (this “Rejection/Abandonment Notice”), the Reorganized Debtors hereby notify the parties (the “Parties”) to each Contract that they have determined, in the exercise of their business judgment, that each Contract set forth on **Exhibit 1** attached hereto, including without limitation

any executory contract or unexpired lease related to such Contract and the aircraft and equipment identified on **Exhibit 1**, is hereby rejected (or, if applicable, each of the aircraft and aircraft equipment subject thereto is hereby abandoned) effective as of the Rejection Date set forth on **Exhibit 1**, or such other date as the Reorganized Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not setoff or recoup or otherwise use such monies, except as provided in the Plan.

PLEASE TAKE FURTHER NOTICE that, to the extent the Parties wish to assert a claim with respect to rejection of your Contract or Lease, the Parties must do so by the later of thirty (30) days after the Rejection Date. IF THE PARTIES FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, THE PARTIES WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, AND (2) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: New York, New York
January 5, 2022

/s/ Evan R. Fleck
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EXHIBIT 1

Rejected Leases

Reg. No	MS N	Aircraft Mfr. & Model	Engine Mfr. & Model	ESN #1	ESN #2	Location of Airframe and Engines ¹	Lessee Entity	Lessor; Sublessor Counterparty (if applicable) ²	Lessor Address	Owner (if different than Lessor)	Security Trustee/Security Agent	Is the Lessee/Sublessee the Operator? (Y/N) If not, list Operator.	Is there any sublease to a non-affiliated entity? (Y/N)	Rejection Date
N744A V	6767	Airbus A321-211	CFM International, Inc. CFM56-5B3/3	569969	569972	Airframe: CLO ESN #1: CLO ESN#2: CLO	Avianca	Wells Fargo Trust Company, National Association, as owner trustee	Wells Fargo Trust Company, National Association 299 South Main Street, 5th Floor MAC: U1228-051 Salt Lake City, Utah, 84111 Attention: Corporate Trust Department Email: ctsleasegroup@wellsfargo.com	N/A	Wells Fargo Bank, National Association	Y	N	December 15, 2021
N746A V	6511	Airbus A321-211	CFM International, Inc. CFM56-5B3/3	573121	573131	Airframe: BAQ ESN #1: BAQ ESN#2: BAQ	Avianca	Wells Fargo Trust Company, National Association, as owner trustee	Wells Fargo Trust Company, National Association 299 South Main Street, 5th Floor MAC: U1228-051 Salt Lake City, Utah, 84111 Attention: Corporate Trust Department Email: ctsleasegroup@wellsfargo.com	N/A	Wells Fargo Bank, National Association	Y	N	December 15, 2021

¹ IATA Airport Codes: BAQ (Ernesto Cortissoz International Airport, Barranquilla, Colombia); and CLO (Alfonso Bonilla Aragon International Airport, Cali, Colombia).

² Sublessor information to be included if the transaction structure has a head lease, sublease structure wherein the sublessee is the operating airline.