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

In re:)	Chapter 11
)	
AVIANCA HOLDINGS S.A., <i>et al.</i> , ¹)	Case No. 20-11133 (MG)
)	
Debtors.)	(Jointly Administered)
)	
)	

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF GETCOM
INTERNACIONAL S.A DE CV, GETCOM SERVICIOS SAS, AND GETCOM
COLOMBIA S.A.S. TO PROPOSED ASSUMPTION AMOUNTS FOR
EXECUTORY CONTRACTS**

1. Getcom Internacional S.A de CV, Getcom Servicios SAS, and Getcom Colombia S.A.S. (collectively, “Getcom”) by and through their undersigned counsel, Morrison & Foerster LLP, submit this limited objection and reservation of rights (this “Reservation”) with respect to

¹ The Debtors in these 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 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). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



the Notice of (A) Executory Contracts and Unexpired Leases to be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith (the “Assumption Notice”) filed on October 13, 2021 as Exhibit E-1 to Notice of Filing of Plan Supplement [Docket No. 2208] by the debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”).

2. Getcom is party to four pre-petition contracts with the Debtors (the “Getcom Contracts”). The Getcom Contracts govern, among other things, contact center and business process outsourcing services. A chart follows which compares the Getcom Contracts with what appear to be corresponding contracts identified on the Assumption Notice:

	Getcom Contracts	Contracts on Assumption Notice
Contract #1	Contrato Marco Contact center celebrado entre Getcom Internacional S.A de CV y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacs), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.	An agreement with no description between Getcom Internacional S.A de CV and Aerovias Del Continente Americano Avianca S.A.; Taca International Airlines S.A.; Avianca Costa Rica S.A.; Tampa Cargo S.A.S., Avianca Ecuador S.A.
Contract #2	Contrato Marco Contact center celebrado entre Getcom Servicios SAS y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacs), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.S	An agreement described as a “prestación de servicios contact center y servicios BPO” between Getcome Servicios SAS and Aerovias Del Continente Americano Avianca S.A.; Taca International Airlines S.A.; Avianca Costa Rica S.A.; Tampa Cargo S.A.S., Avianca Ecuador S.A.

Contract #3	Contrato Marco Contact Center celebrado entre Getcom Colombia S.A.S y Avianca S.A., Taca International Airlines S.A., Avianca Costa Rica S.A. (Antes Lacs), Avianca Ecuador S.A. (Antes Aerogal) y Tampa Cargo S.A.	An agreement described as a “prestación de servicios contact center y servicios BPO” between Getcom Colombia S.A.S. and Aerovias Del Continente Americano Avianca S.A.; Taca International Airlines S.A.; Avianca Costa Rica S.A.; Tampa Cargo S.A.S., Avianca Ecuador S.A.
Contract #4	Contrato Marco de Prestación de Servicios de Contact center celebrado entre Aerovias del Continente Americano S.A. Avianca, Latin Logistics LLC, y Getcom Colombia S.A.S.	An agreement described as a “prestación de servicios contact center” between Getcom Colombia S.A.S. and Latin Logistics, LLC.

3. In addition, Getcom Colombia S.A.S., Getcom Servicios S.A.S., and Getcom International S.A. De C.V. are also party to a post-petition contract entitled “Acuerdo de Condiciones Temporales” with Aerovías Del Continente Americano S.A. Avianca and its subsidiaries Taca International Airlines S.A., Avianca Costa Rica S.A., Avianca Ecuador S.A., Tampa Cargo S.A.S., and Latin Logistics LLC, dated as of July 15, 2020 (the “ACT Contract”).

4. Pursuant to the ACT Contract, the Debtors agreed to certain payment terms relating to the Getcom Contracts. Getcom believes that the Debtors are current on their obligations under the ACT Contract relating to the Getcom Contracts; however, as of September 30, 2021, \$1,827,000.00 of the Debtors’ obligations under the ACT Contract relating to the Getcom Contracts remains outstanding (although such amount is not presently due and owing).

5. Getcom recognizes that the Assumption Notice references “payment terms” in the “amendments” column for “Contract #1,” “Contract #2,” and “Contract #3” referenced in the chart above. Getcom believes that the Debtors’ mention of “payment terms” is a reference to the effect of the ACT Contract. However, Getcom files this Reservation in order to confirm that (a) the reference to “payment terms” is in fact a reference to the ACT Contract, and (b) the ACT Contract

also applies to the Getcom Contract identified as “Contract #4” in the foregoing chart, even though the Assumption Notice did not reference “payment terms” with respect to Contract #4.

6. Finally, Getcom notes that it still working with the Debtors to reconcile amounts that may be due and owing under the ACT Contract with respect to the Getcom Contracts. That reconciliation process is still underway and the proposed cure amounts may not accurately reflect amounts that may be due and owing (or accrued but not yet due and owing) under the ACT Contract with respect to the Getcom Contracts.

7. Accordingly, Getcom submits this Reservation with respect to the proposed cure amounts and/or additional cure amounts that may be due with respect to each of the Getcom Contracts upon completion of its reconciliation efforts with the Debtors.

Dated: October 19, 2021
New York, New York

Respectfully submitted,

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