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*Counsel for Debtors and
Debtors-In-Possession*

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

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

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on September 15, 2021, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) [Docket No. 2136], (a) approving the *Disclosure Statement for Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors* (the “Disclosure Statement”) ² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (b) authorizing Avianca Holdings S.A. and its affiliated debtors and debtors in possession

¹ 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); Nicaragüense de Aviación, Sociedad Anónima (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.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Disclosure Statement.



(collectively, the “Debtors”) to solicit acceptances for the *Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors* (as modified, amended, or supplemented from time to time, the “Plan”) [Docket No. 2137]; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and Disclosure Statement contemplate the submission of certain documents (or forms thereof), schedules, and exhibits (each a “Plan Supplement”) in advance of the hearing on confirmation of the Plan (the “Confirmation Hearing”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the following Plan Supplements:

Exhibit L Agreement and Second Omnibus Amendment to Certain Commercial Arrangements among United, Avianca and Certain of Their Affiliates

PLEASE TAKE FURTHER NOTICE THAT the Debtors will have the right to amend, supplement, or modify the Plan Supplements through the Effective Date in accordance with this Plan, the Bankruptcy Code, and the Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing will commence on **October 26, 2021, at 10:00 a.m., prevailing Eastern Time**, before the Honorable Martin Glenn, in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green, New York, NY 10004.

PLEASE TAKE FURTHER NOTICE that depending on the Court’s COVID protocols then in place, the hearing will either be a hybrid hearing, with those who are fully vaccinated able to appear in Court in-person and anyone else able to appear by Zoom for Government, or the hearing will be entirely remote utilizing Zoom for Government.

PLEASE TAKE FURTHER NOTICE that parties wishing to appear at the Confirmation Hearing, whether making a “live” or “listen only” appearance before the Court, must make an electronic appearance through the Court’s website at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl> on or before 4:00 p.m. (prevailing Eastern Time) on the business day before the day of the Zoom Hearing. After the deadline for parties to make electronic appearances has passed, parties who have made their electronic appearance through the Court’s website will receive an invitation from the Court with a Zoom link that will allow them to attend the Zoom Omnibus Hearing. Requests to receive a Zoom link should not be emailed to the Court, and **the Court will not respond to late requests that are submitted on the day of the hearing**. Further information on the use of Zoom for Government can be found at the Court’s website at <https://www.nysb.uscourts.gov/zoom-video-hearing-guide>.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan was **October 19, 2021, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed

with the Court (contemporaneously with a proof of service) and served upon the following parties so as to have been **actually received** on or before **October 19, 2021, at 4:00 p.m., prevailing Eastern Time:**

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U.S. Trustee

United States Department of Justice
OFFICE OF THE UNITED STATES TRUSTEE
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New York, NY 10014
Telephone: (212) 510-0500
Facsimile: (212) 668-2361
Brian Masumoto, Esq.
Greg Zipes, Esq.

Brian.masumoto@usdoj.gov
Gregory.zipes@usdoj.gov

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, or any of the Plan Supplements, you should contact Kurtzman Carson Consultants LLC, the Solicitation Agent retained by the Debtors in these chapter 11 cases (the "Solicitation Agent"), by: (a) calling the Debtors' restructuring hotline at (866) 967-1780 or, for international callers, +1 (310) 751-2680; (b) visiting the Debtors' restructuring website at: <http://www.kccllc.net/avianca>; and/or (c) writing to Avianca Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

Dated: New York, New York
October 25, 2021

/s/ Evan R. Fleck

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Counsel for Debtors and Debtors-in-Possession

Exhibit L to Notice of Filing of Plan Supplement

Agreement and Second Omnibus Amendment to Certain Commercial Arrangements among United, Avianca and Certain of Their Affiliates

**AGREEMENT AND
SECOND OMNIBUS AMENDMENT
To Certain Commercial Arrangements among United,
Avianca and certain of their Affiliates**

This AGREEMENT AND SECOND OMNIBUS AMENDMENT (this “Agreement and Second Amendment”), dated as of [●], 2021, is made by and among United Airlines, Inc. (“United”), MileagePlus Holdings, LLC, for and on behalf of Mileage Plus, Inc. (“MPH” and, together with United, the “United Parties”), Aerovías del Continente Americano S.A. Avianca (“Avianca”), Taca International Airlines S.A. (“Taca”), Avianca Costa Rica S.A. (“Avianca Costa Rica”), Aviateca S.A. (“Aviateca”), Avianca Ecuador S.A. (“Avianca Ecuador”), Isleña de Inversiones S.A. de C.V. (“Isleña” and, together with Avianca, Taca, Avianca Costa Rica, Aviateca, Avianca Ecuador and Isleña, the “AVH Parties” and, together with the United Parties, the “Parties”). Avianca Perú S.A. en Liquidación is also a party to this Agreement and Second Amendment, solely as to Section 1.b. hereof.

WHEREAS, Avianca, Taca, Avianca Costa Rica, Aviateca, Isleña, Tampa Cargo S.A.S., and Regional Express Americas S.A.S. (collectively, the “Continuing AVH JBA Parties”), Compañía Panameña de Aviación, S.A. (“Copa”), Aerorepública S.A., Avianca Perú S.A. (“Avianca Perú”) and United have entered into the Joint Business Agreement dated November 29, 2018 (as amended, modified or otherwise supplemented from time to time, the “JBA”);

WHEREAS, each of the AVH Parties has entered into one or more of the agreements listed on Exhibit A (the “United Agreements”)¹ with United or MPH, a wholly-owned subsidiary of United;

WHEREAS, on May 10, 2020, Avianca, the other AVH Parties, and certain of their affiliates (collectively, the “Debtors”) filed voluntary petitions 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”), which chapter 11 cases (the “Chapter 11 Cases”) are being jointly administered pursuant to Rule 1015(b) of the Bankruptcy Code and the *Amended Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 73];

WHEREAS, in connection with United’s agreement to participate in the Debtors’ debtor-in-possession financing during the Chapter 11 Cases (the “DIP Facility”), the Parties entered into that certain Omnibus Amendment, dated as of September 21, 2020 (the “First Omnibus Amendment”), a copy of which is attached hereto as Exhibit B.²

WHEREAS, pursuant to the First Omnibus Amendment, the Debtors, among other things, (i) agreed to assume, pursuant to section 365 of the Bankruptcy Code, the United Agreements, as amended by Section 1 of the First Omnibus Amendment to provide for, among other things, an incremental three (3) year extension and a no-termination provision for the Debtors during such extension (with an exception permitting termination in the case of an uncured material breach by

¹ The terms “Codeshare Agreement,” “Loyalty Agreement,” “Alliance Agreement,” and “Prorate Agreement” are used as defined in Exhibit A.

² Any capitalized terms used but not defined herein are ascribed the same meaning in the First Omnibus Amendment.

United or certain adverse events with respect to the Debtors' air operator's certificates) (the "Assumed United Agreements") and (ii) undertook new obligations, including the obligations to, no later than 30 days prior to the hearing to confirm any plan of reorganization proposed by the Debtors (the "Plan" and such hearing, the "Confirmation Hearing"), (A) further amend the Assumed United Agreements to provide for, among other things, an additional seven (7) year extension and a no-termination provision for the Debtors during such extension (with an exception permitting termination in the case of an uncured material breach by United or certain adverse events with respect to the Debtors' air operator's certificates) (the "Seven Year Extension Amendment"), (B) assume and amend the JBA, as provided in Section 2 of the First Omnibus Amendment (together with the Seven Year Extension Amendment, the "Required Subsequent Amendments") and (C) pay the Liquidated Damages Claim if the Debtors failed to comply with Section 2 or 3 of the First Omnibus Amendment by, among other things, failing to enter into the Required Subsequent Amendments;

WHEREAS, on September 21, 2020, the Debtors filed that certain *Notice of Assumption of Certain Executory Contracts (as Amended) in Connection With Debtors' Continued Relationship with United Airlines, Inc.* (the "Notice of Assumption") [Docket No. 968];

WHEREAS, on September 21, 2020, the Debtors filed their *Motion for Entry of an Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Grant Liens and Superpriority Administrative Expense Claims, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* (the "DIP Motion") [Docket No. 964], which among other things, sought authority to assume the Assumed United Agreements, as amended by Section 1 of the First Omnibus Amendment, and to enter into and perform under the First Omnibus Amendment;

WHEREAS, on October 5, 2020, the Bankruptcy Court entered its *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Grant Liens and Superpriority Administrative Expense Claims, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 1031] (the "Final DIP Order"), which approved and ratified the Debtors' assumption of the Assumed United Agreements and entry into the First Omnibus Amendment; and granted administrative expense status to the Liquidated Damages Claim;

WHEREAS, on September 14, 2021, the Bankruptcy Court entered its *Order (I) Authorizing Entry Into the Equity Conversion and Commitment Agreement and (II) Granting Related Relief* [Docket No. 2125], pursuant to which it approved the Debtors' entry into the Equity Conversion and Commitment Agreement (the "ECCA") with certain of the Tranche B Lenders under the DIP Facility, including United;

WHEREAS, pursuant to Section 1.3(f) of the ECCA, United's obligations under the ECCA are predicated on the satisfaction of certain United Conditions, as defined therein, which include entry into the Required Subsequent Amendments;

WHEREAS, the Parties have agreed to modify the Debtors' obligations under Sections 2 and 3 of the First Omnibus Amendment, and the Debtors have agreed to pay the Liquidated Damages Claim in full satisfaction of any breach or alleged breach of Sections 2 and 3 of the First Omnibus Amendment;

WHEREAS, the Debtors and the United Parties desire to work together for their mutual benefit to enhance their partnership and commercial relationship during the Term of the Assumed United Agreements, and in connection with the foregoing, the Parties have agreed to the terms of this Agreement and Second Amendment, including certain modifications to the First Omnibus Amendment, as set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the foregoing, including the modifications the First Omnibus Amendment as follows:

1. **Required Amendments to the Assumed United Agreements.**

- a. Section 2(a) of the First Omnibus Amendment shall be deleted in its entirety. Each of the Assumed United Agreements is hereby deemed amended as follows:

“Notwithstanding anything to the contrary in the Codeshare Agreements (including without limitation Sections 17.1, 17.2 and 17.4 thereof), the Loyalty Agreements (including Sections 11.2, 11.3, 11.4, 11.5 and 11.7 thereof), the Prorate Agreement (including without limitation Sections 5 and 8 thereof), the Alliance Agreements (including without limitation Sections 8.3, 8.4 and 8.5 thereof), and the First Omnibus Amendment, the term of each of the Assumed United Agreements shall be extended until September 21, 2030 (the “Term”); provided, however, that any Party may, upon notice to the other Parties on or before June 23, 2025, terminate the Assumed United Agreements for convenience without penalty as of September 21, 2025, and provided, further, that the AVH Parties or the United Parties may terminate at any time during the Term if any United Party or any AVH Party, respectively, materially breaches any Assumed United Agreement, and such breach is not cured within 60 days of receipt by such party from the applicable non-breaching Party of written notice of such material breach, which termination right shall expire 30 days after the expiration of such cure period for such material breach.

“Notwithstanding anything to the contrary contained in this Agreement and Second Amendment or in any of the Assumed United Agreements, (i) during or after the expiration of the Discussion Period (as defined in the JBA Letter Agreement (as defined below)), in no event shall any breach or termination of any Alliance Agreement constitute a breach or termination event under any of the other Assumed United Agreements, and (ii) the AVH Parties shall meet with the United Parties within sixty (60) days after the expiration of the Discussion Period to discuss in good faith what, if any, amendments should be made to the Alliance Agreements.”

- b. Each of the Assumed United Agreements to which Avianca Perú is a party is hereby amended to remove Avianca Perú as a party.

2. **Required Amendments of the JBA.** Sections 2(b) and 2(c) of the First Omnibus Amendment shall be deleted, and the Parties shall execute the letter attached hereto as **Exhibit C** (the “JBA Letter Amendment”) and deliver it to the other parties to the JBA (other than Avianca Perú, which shall be removed as a party to the JBA).

3. **Covenants: Plan and Confirmation Order.** Sections 3(a), (b) and (c) of the First Omnibus Amendment will be deemed deleted and the Debtors covenant and agree that:

- a. A fully executed copy of this Agreement and Second Amendment shall be filed as a plan supplement within one business day after the exchange of all signature pages.
- b. The Plan shall be modified, in a form reasonably acceptable to the United Parties, to provide (i) for the treatment of the Assumed United Agreements and the JBA as set forth in this Agreement and Second Amendment, (ii) that the Assumed United Agreements, as amended by Section 1 hereof, shall be assumed pursuant to section 365 of the Bankruptcy Code and vest with, and be binding on, the Reorganized Debtors (as defined in the Plan) pursuant to section 1141 of the Bankruptcy Code, (iii) that the JBA, as amended by Section 2 hereof, shall be assumed pursuant to section 365 of the Bankruptcy Code and vest with, and be binding on, the Reorganized Debtors pursuant to section 1141 of the Bankruptcy Code, (iv) that the Interline Relationship Agreements shall be assumed pursuant to section 365 of the Bankruptcy Code and vest with, and be binding on, the Reorganized Debtors pursuant to section 1141 of the Bankruptcy Code as provided in Section 3(d) of the First Omnibus Amendment, and (v) that this Agreement and Second Amendment shall vest with, and become binding, on the Reorganized Debtors pursuant to section 1141 of the Bankruptcy Code.
- c. Any proposed order confirming the Plan (the “Confirmation Order”) shall be reasonably acceptable to both the Debtors and the United Parties as to the subject matter of this Agreement and Second Amendment and the ECCA and shall provide that (i) the Assumed United Agreements, as amended by Section 1 hereof, shall be assumed pursuant to section 365 of the Bankruptcy Code and vest with, and be binding on, the Reorganized Debtors pursuant to section 1141 of the Bankruptcy Code, (ii) the JBA, as amended by Section 2 hereof, shall be assumed pursuant to section 365 of the Bankruptcy Code and vest with, and be binding on, the Reorganized Debtors pursuant to section 1141 of the Bankruptcy Code, (iii) this post-petition Agreement and Second Amendment is approved and ratified by the Bankruptcy Court and shall vest with, and be binding on, the Reorganized Debtors pursuant to section 1141 of the Bankruptcy Code, (iv) the Interline Relationship Agreements shall be assumed pursuant to section 365 of the Bankruptcy Code and vest with, and be binding on, the Reorganized Debtors pursuant to section 1141 of the Bankruptcy Code as provided in Section 3(d) of the First Omnibus Amendment, and (v) the Allowed Administrative Expense Claim (as defined below) shall be paid in full in cash on the Plan Effective Date (as defined below).

4. **Administrative Expense Claim and Damages.**

- a. The Parties agree that, pursuant to the Final DIP Order and the First Omnibus Amendment, United is entitled to the payment of an allowed administrative expense claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code in the amount of \$35,000,000 (the “Allowed Administrative Expense Claim”). The Plan shall provide that the Debtors will pay the Allowed Administrative Expense Claim in full in cash on the effective date of the Plan (the “Plan Effective Date”), which shall be in

full satisfaction of any breach or alleged breach of the covenants set forth in Sections 2 and 3 of the First Omnibus Amendment.

- b. Notwithstanding anything to the contrary contained in Section 5 of the First Omnibus Amendment, nothing in the First Omnibus Amendment, including Section 5 thereof, or this Agreement and Second Amendment shall limit, impair or prevent the ability of the United Parties to assert claims, damages or other recourse under any Assumed United Agreements, the JBA, Section 1 of the First Omnibus Amendment, or this Agreement and Second Amendment against the Debtors or the Reorganized Debtors, as the case may be, for actions or omissions giving rise to damages or recourse after the date of the execution of this Agreement and Second Amendment whether such actions or omissions occur before or after the Plan Effective Date; *provided* that, except for the Allowed Administrative Expense Claim, the United Parties agree that if the conditions and obligations set forth in Sections 2 and 3 of this Agreement and Second Amendment are satisfied, the United Parties shall not be entitled to, and waive, any general unsecured claims, cure amounts, or other administrative expense claims on account of the Assumed United Agreements, the JBA (and related agreements), or the Interline Relationship Agreements in the Chapter 11 Cases.

5. **Miscellaneous.**

- a. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement and Second Amendment and the First Omnibus Amendment (as amended hereby) were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and Second Amendment and to enforce specifically the terms and provisions of this Agreement and Second Amendment, and this right shall include the right of the Parties to cause the transactions contemplated by this Agreement and Second Amendment to be consummated on the terms set forth in this Agreement and Second Amendment, this being in addition to any other remedy to which they are entitled at law or in equity or pursuant to this Agreement and Second Amendment. Each of the Parties agree that specific performance would be an appropriate remedy and hereby waives any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.
- b. THIS AGREEMENT AND SECOND AMENDMENT (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY AND ENFORCEABILITY HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY APPLICABLE LAWS OR PRINCIPLES THAT WOULD CAUSE THE LAWS OF ANOTHER STATE TO OTHERWISE GOVERN THIS AGREEMENT AND SECOND AMENDMENT.
- c. The Parties hereby irrevocably and unconditionally consent to submit to the sole and exclusive jurisdiction of the Bankruptcy Court (or, if the Bankruptcy Court does not have jurisdiction, to state and federal courts located in the State of New York) (collectively, the "NY Courts") for any action arising out of or relating to this

Agreement and Second Amendment, or the negotiation, validity or performance of this Agreement and Second Amendment, or the transactions contemplated hereby (and agrees not to commence any action relating thereto except in such courts), waives any objection to the laying of venue of any such action in the NY Courts and agrees not to plead or claim in any NY Court that such action brought therein has been brought in any inconvenient forum.

- d. This Agreement and Second Amendment is a post-petition agreement and may be executed by one or more of the Parties in any number of separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of this letter by electronic submission shall be effective as delivery of a manually executed counterpart hereof. The agreements and amendments to the First Omnibus Amendment contained in this Agreement and Second Amendment shall not become effective until this Agreement and Second Amendment is executed by each party hereto.
- e. This Agreement and Second Amendment and the First Omnibus Amendment (as amended hereby) constitute the entire agreement relating to the Assumed United Agreements, the JBA and the other agreements referenced herein. Unless otherwise expressly amended by this Agreement and Second Amendment and the First Omnibus Amendment (as amended by this Agreement and Second Amendment), all other terms and provisions of the Assumed United Agreements, the JBA, and related agreements remain in full force and effect. To the extent that there is a conflict between the First Omnibus Amendment and this Agreement and Second Amendment, this Agreement and Second Amendment shall control.

[SIGNATURE PAGES FOLLOW.]

UNITED AIRLINES, INC.

By: _____

Name:

Title:

MILEAGEPLUS HOLDINGS, LLC
For and on behalf of Mileage Plus, Inc.

By: _____

Name:

Title:

[Signature Page to Second Omnibus Amendment]

**TACA INTERNATIONAL AIRLINES
S.A.**

By: _____

Name:

Title:

AVIANCA ECUADOR S.A.

By: _____

Name:

Title:

**AEROVÍAS DEL CONTINENTE
AMERICANO S.A. AVIANCA**

By: _____

Name:

Title:

[Signature Page to Second Omnibus Amendment]

AVIATECA S.A.

By: _____

Name:

Title:

AVIANCA COSTA RICA S.A.

By: _____

Name:

Title:

ISLEÑA DE INVERSIONES S.A. DE C.V.

By: _____

Name:

Title:

**AVIANCA PERÚ S.A. en Liquidación
(solely as to Section 1.b.)**

By: _____

Name:

Title:

Exhibit A

United Agreements

1. The following Codeshare Agreements (collectively, the “Codeshare Agreements”):
 - a. Codeshare Agreement, dated as of July 21, 2011, by and among United Airlines, Inc., Aerovías del Continente Americano S.A. Avianca and Avianca Ecuador S.A., as amended and modified by the following amendments and waiver:
 - i. First Amendment to Codeshare Agreement dated as of August 16, 2011
 - ii. Second Amendment to Codeshare Agreement dated as of October 31, 2012
 - iii. Third Amendment to Codeshare Agreement dated as of May 27, 2014
 - iv. Fourth Amendment to Codeshare Agreement dated as of July 31, 2015
 - v. Fifth Amendment to Codeshare Agreement dated as of February 27, 2017
 - vi. Sixth Amendment to Codeshare Agreement dated as of December 1, 2017
 - vii. Seventh Amendment to Codeshare Agreement dated as of May 30, 2018
 - viii. Eighth Amendment to Codeshare Agreement dated as of August 1, 2019
 - ix. First Omnibus Amendment dated as of September 21, 2020
 - x. Letter Waiver from United Airlines, Inc. to Aerovías del Continente Americano S.A. Avianca dated as of July 31, 2015
 - b. Codeshare Agreement, dated as of July 21, 2011, by and among United Airlines, Inc. and Taca International Airlines S.A., Avianca Costa Rica S.A. and Aviateca S.A., as amended and modified by the following amendments and waiver:
 - i. First Amendment to Codeshare Agreement dated as of October 31, 2012
 - ii. Second Amendment to Codeshare Agreement dated as of April 30, 2013
 - iii. Third Amendment to Codeshare Agreement dated as of May 27, 2014
 - iv. Fourth Amendment to Codeshare Agreement dated as of July 31, 2015
 - v. Fifth Amendment to Codeshare Agreement dated as of February 27, 2017
 - vi. Sixth Amendment to Codeshare Agreement dated as of December 1, 2017
 - vii. Seventh Amendment to Codeshare Agreement dated as of May 30, 2018

- viii. First Omnibus Amendment dated as of September 21, 2020
 - ix. Letter Waiver from United Airlines, Inc. to Aerovías del Continente Americano S.A. Avianca dated as of July 31, 2015
2. The following Loyalty Program Participation Agreements (collectively, the “Loyalty Agreements”):
- a. Avianca-Taca LifeMiles Loyalty Program Participation Agreement, dated as of June 21, 2012, among Taca International Airlines, S.A., Avianca Costa Rica, S.A., Aviateca, S.A., Avianca Ecuador, S.A., Aerovías del Continente Americano S.A. Avianca and United Airlines, Inc., as amended by the following amendments:
 - i. First Amendment to the Avianca-Taca Loyalty Program Participation Agreement dated as of March 1, 2015
 - ii. Second Amendment to the Avianca-Taca Loyalty Program Participation Agreement dated as of March 30, 2019
 - iii. First Omnibus Amendment dated as of September 21, 2020
 - b. Loyalty Program Participation Agreement, dated as of June 21, 2012, among Mileage Plus Holdings, LLC (for and on behalf of Mileage Plus, Inc.), United Airlines, Inc., Aerovías del Continente Americano S.A. Avianca, Taca International Airlines, S.A., Avianca Costa Rica, S.A., Aviateca, S.A. and Avianca Ecuador, S.A. as amended by the following amendments:
 - i. First Amendment to the Loyalty Program Participation Agreement dated as of March 1, 2015
 - ii. Second Amendment to the Loyalty Program Participation Agreement dated as of January 1, 2020
 - iii. First Omnibus Amendment dated as of September 21, 2020
3. The following Alliance Agreements (collectively, the “Alliance Agreements”):
- a. Alliance Agreement, dated as of November 29, 2018, between Aerovías del Continente Americano S.A. Avianca and United Airlines, Inc. (as amended, modified or supplemented from time to time)
 - b. Alliance Agreement, dated as of November 29, 2018, between Taca International Airlines S.A. and United Airlines, Inc. (as amended, modified or supplemented from time to time)
 - c. Alliance Agreement, dated as of November 29, 2018, between Avianca Costa Rica S.A. and United Airlines, Inc. (as amended, modified or supplemented from time to time)

- d. Alliance Agreement, dated as of November 29, 2018, between Aviateca S.A. and United Airlines, Inc. (as amended, modified or supplemented from time to time)
 - e. Alliance Agreement, dated as of November 29, 2018, between Isleña de Inversiones S.A. de C.V. and United Airlines, Inc. (as amended, modified or supplemented from time to time)
4. Special Prorate Agreement, dated as of June 15, 2019, between Aerovías del Continente Americano S.A. Avianca, Avianca Costa Rica S.A., Taca International Airlines S.A., Avianca Ecuador S.A. and United Airlines, Inc. (as amended, modified or supplemented from time to time, the “Prorate Agreement”), as extended to be effective through September 21, 2023.

Exhibit B

First Omnibus Amendment

[PLACEHOLDER FOR AVIANCA LETTERHEAD]

October 23, 2021

BY ELECTRONIC MAIL

Patrick Quayle
Vice President – International Network and
Alliances
United Airlines, Inc.
233 S. Wacker Dr.
Chicago, IL 60606
United States of America

Dennis Cary
Senior Vice President, Commercial and
Planning
Compañía Panameña de Aviación, S.A.
Complejo Business Park
Costa del Este
Avenida Principal y Avenida la Rotonda
Torre Norte
Panamá, República de Panamá

RE: Latin Joint Business Agreement dated November 29, 2018 among United Airlines, Inc., Aerovías del Continente Americano S.A. Avianca, Taca International Airlines S.A., Avianca Perú S.A., Avianca Costa Rica S.A., Aviateca S.A., Tampa Cargo S.A.S., Isleña de Inversiones S.A. de C.V., Regional Express Americas S.A.S., Compañía Panameña de Aviación, S.A. and Aerorepública S.A., as amended by those certain amendment letters dated February 27, 2019, April 1, 2019, May 30, 2019, June 27, 2019, January 31, 2020 and July 29, 2020 (as amended, modified or supplemented from time to time, the “JBA”) and related agreements.

Dear Patrick and Dennis:

This letter relates to the JBA, the Commitment Letter Guaranties, the Controlling Shareholder Letters of Commitment and the Multilateral Coordination Agreement. Each capitalized term not defined herein shall have the meaning assigned to such term in the JBA. All references to sections in this letter shall be to sections of the JBA unless otherwise indicated.

The Parties have unanimously agreed to amend certain terms of the JBA, the Commitment Letter Guaranties, the Controlling Shareholder Letters of Commitment and the Multilateral Coordination Agreement. Therefore, please indicate your agreement, by executing a counterpart to this letter, to the following such amendments:

1. Section 1.2(c)(i) of the JBA is hereby deleted and replaced in its entirety with the following:

With respect to AV, the Default Allocation shall be:

- (A) Avianca – 73.2%
- (B) Taca – 18.3%
- (C) Avianca Costa Rica – 8.5%
- (D) Aviateca - 0%
- (E) Islena – 0%
- (F) Tampa – 0%

2. A new Section 3.10 shall be added at the end of Article 3 of the JBA that states the following:

“The Parties agree that, until the two year anniversary of the date of confirmation of any plan of reorganization of one or more of the Signatories comprising AV, the Parent Company of AV and certain of their Affiliates, the bankruptcy cases of which are pending in the United States Bankruptcy Court for the Southern District of New York and jointly administered under Case Number 20-11133 (MG) (such period, the “Discussion Period”), the Parties will discuss and negotiate in good faith appropriate amendments to this Agreement that are acceptable to all Parties. The Parties acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, during the Discussion Period until such date that the Parties have entered into definitive documentation amending this Agreement negotiated pursuant to the immediately preceding sentence, only the provisions of this Section 3.10 and Articles 1 (Definitions and Interpretation), 9 (Term, Termination and Liquidated Damages), 16 (Taxes), 17 (Survival), 18 (Dispute Resolution), 19 (Liability), 20 (Confidentiality), 22 (Notices), 32 (Compliance with Laws), 35 (Equitable Remedies) and 36 (Governing Law) shall be effective, and the Parties shall have no obligations under any other provision of this Agreement.”

3. A new Section 9.5(d) shall be added at the end of Section 9.5 of the JBA that states the following:

“Notwithstanding anything in this Agreement to the contrary, any Party may terminate this Agreement with respect to all Parties, without liability for liquidated damages or fees of a similar nature intended to compensate the other Parties for damages expected to be suffered in respect of such termination, by delivering written notice of such termination to the other Parties at any time following the expiration of the Discussion Period and until the 60th calendar day thereafter. For the avoidance of doubt, upon termination in accordance with this Section 9.5(d), no Unwind Plan shall be required.”

4. Section 22.1 is hereby deleted and replaced in its entirety with the following:

To be effective, all notices, given in accordance with this Agreement, shall be in writing and shall be sent by internationally recognized overnight courier and confirmed by electronic mail addressed to the designated representative of a Party as set forth below:

For UA:

HDQIZ
233 S Wacker Dr
Chicago, IL 60606
United States of America
Attention: Vice President-International Network and Alliances
Email: patrick.quayle@united.com

With a copy to:

HDQLD
233 S Wacker Dr
Chicago, IL 60606
United States of America
Attention: Executive Vice President and General Counsel
Email: robert.rivkin@united.com

For AV:

Avenida Calle 26 No. 59-15
Bogotá, DC
Colombia
Attention: Chief Planning Officer
Email: michael.swiatek@avianca.com

With copies to:

Avenida Calle 26 No. 59-15
Bogotá, DC
Colombia
Attention: Network Planning Vice President
Email: daniel.fajardo@avianca.com

Avenida Calle 26 No.59 – 15
Bogotá, DC
Colombia
Attention: Alliances Director
Email: julio.ordonez@avianca.com

Avenida Calle 26 No. 59-15
Bogotá, DC
Colombia
Attention: Aeronautical Affairs Director
Email: jorgeandres.serrano@avianca.com

Avenida Calle 26 No. 59-15
Bogotá, DC
Colombia
Attention: Legal Vice President/General Counsel
Email: richard.galindo@avianca.com

For CM:¹

Compañía Panameña de Aviación, S.A.
Complejo Business Park
Costa del Este
Avenida Principal y Avenida la Rotonda
Torre Norte
Panamá, República de Panamá
Attention: Senior VP, Commercial and Planning
Email: dcary@copaair.com

With a copy to:

Compañía Panameña de Aviación, S.A.
Complejo Business Park
Costa del Este
Avenida Principal y Avenida la Rotonda
Torre Norte
Panamá, República de Panamá
Attention: General Counsel
Email: ifranco@copaair.com

5. A new defined term and definition shall be added to Schedule 1 of the JBA in the appropriate alphabetical order:

“**Discussion Period**” has the meaning set forth in Section 3.10.”

6. Avianca Perú shall be removed as a party to each of the JBA, the Commitment Letter Guaranties, the Controlling Shareholder Letters of Commitment, the Multilateral Coordination Agreement and any other Implementing Agreements or other agreements

¹ Note to Draft: Copa to confirm.

entered into in connection with the JBA, in each case, to which it is a party, including but not limited to the following:

- a. The Parties agree that the JBA is hereby terminated with respect to Avianca Perú (and only with respect to Avianca Perú), and Avianca Perú will hereby cease to be a Signatory in all respects.
- b. Schedule 7 of the JBA is hereby amended by removing Avianca Perú as an Affiliated Signatory of Avianca.
- c. Avianca Perú shall be removed as a Party (as such term is defined the Commitment Letter Guaranties) to:
 - i. the Commitment Letter Guaranty by and among United Airlines Holdings, Inc. (formerly known as United Continental Holdings, Inc.), Avianca, Taca, Avianca Perú, Avianca Costa Rica, Aviateca, Tampa Cargo, Isleña, Regional Express Americas, Copa and Aerorepública; and
 - ii. the Commitment Letter Guaranty by and among Copa Holdings S.A., United, Avianca, Taca, Avianca Perú, Avianca Costa Rica, Aviateca, Tampa Cargo, Isleña, and Regional Express Americas.
- d. Avianca Perú, Sansa and Costeña shall be removed, and Regional Express Americas S.A.S. shall be added, as a Party (as such term is defined in the applicable Controlling Shareholder Letter of Commitment) to the Controlling Shareholder Letter of Commitment by and among Corporación de Inversiones Aereas, S.A., United, Avianca, Taca, Avianca Perú, Avianca Costa Rica, Aviateca, Tampa Cargo, Isleña, Sansa and Costeña.
- e. Each Party to the Multilateral Coordination Agreement hereby agrees to the following amendment to the Multilateral Coordination Agreement: the definition of “AV” is hereby deleted in its entirety and replaced with the following:

“Aerovías del Continente Americano S.A. Avianca (“**Avianca**”), a company incorporated under the laws of Colombia with its principal place of business in Bogotá, Colombia, and its affiliates Taca International Airlines S.A., Avianca Costa Rica S.A., Aviateca S.A., Isleña de Inversiones S.A. de C.V., Tampa Cargo S.A.S. and Regional Express Americas S.A.S. (collectively, “**AV**”);”

Each party hereto expressly (a) acknowledges the terms of this letter, (b) ratifies and affirms its obligations under the JBA, each Commitment Letter Guaranty and Controlling Shareholder Letter of Commitment, as applicable, and the Multilateral Coordination Agreement and (c) agrees the JBA, each Commitment Letter Guaranty and Controlling Shareholder Letter of Commitment, as applicable, and the Multilateral Coordination Agreement remain in full force and

effect in accordance with their respective terms, except as expressly modified as set forth in the immediately preceding paragraphs 1-6 above.

Neither the execution of this letter by any of the parties hereto, nor any act or omission by the parties in connection herewith, shall be deemed a waiver by any person of any defaults that may exist or may occur in the future under the JBA, any Commitment Letter Guaranty, any Controlling Shareholder Letter of Commitment, the Multilateral Coordination Agreement or any other agreement. Similarly, nothing contained in this letter shall directly or indirectly (a) impair, prejudice or otherwise adversely affect any right of any party hereto at any time to exercise any right, privilege or remedy in connection with the JBA, any Commitment Letter Guaranty, any Controlling Shareholder Letter of Commitment, or the Multilateral Coordination Agreement with respect to any defaults that may exist or may occur in the future, (b) amend or alter any provision of the JBA, any Commitment Letter Guaranty, any Controlling Shareholder Letter of Commitment, or the Multilateral Coordination Agreement except as expressly set forth herein, or (c) constitute any course of dealing or other basis for altering any obligation, right, privilege or remedy of any Party under the JBA, any Commitment Letter Guaranty, any Controlling Shareholder Letter of Commitment, the Multilateral Coordination Agreement or any other agreement. Nothing in this letter shall be construed to be a consent by any party hereto to any default that may exist or may occur in the future.

This letter (including, but not limited to, the validity and enforceability hereof) shall be governed by, and construed in accordance with, the laws of the State of New York.

This letter may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of this letter by electronic submission shall be effective as delivery of a manually executed counterpart hereof. The amendments contained in this letter shall not become effective until this letter is executed by each party hereto.

This letter, the JBA, the Alliance Agreements, any Implementing Agreements, the Commitment Letter Guaranties and the Controlling Shareholder Letters of Commitment constitute the entire agreement relating to the Arrangements and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to the Arrangements.

Avianca Holdings S.A. (“AVH”) covenants and agrees that any plan of reorganization (the “Plan”) proposed by AVH and its affiliates (the “AVH Debtors”) in the chapter 11 cases shall provide for (i) the assumption, pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, of the JBA, the Commitment Letter Guaranties, the Controlling Shareholder Letters of Commitment, the Multilateral Coordination Agreement and any other Implementing Agreements or other agreements entered into in connection with the JBA as amended pursuant to the terms of this letter (collectively, the “Amended JBA Agreements”) and (ii) the vesting of the JBA and the Amended JBA Agreements with the reorganized AVH Debtors pursuant to section 1141 of the Bankruptcy Code. By execution of this letter, United, United Airlines Holdings, Inc., Copa, Aerorepública, Copa Holdings S.A. and Corporación de Inversiones Aereas, S.A. (the United/Copa Parties) hereby consent to the assumption of the JBA and the Amended JBA Agreements. The potential cure amounts, if any, arising under the JBA and the Amended JBA

Agreements are paid in full in cash by the AVH Debtors on the effective date of the Plan; provided that the United/Copa Parties hereby stipulate that there does not currently exist any breach of the JBA or the Amended JBA Agreements that would require payment of any cure amount and that the United/Copa Parties do not as of today have reason to foresee any cure amount would accrue.

[Remainder of page intentionally left blank]

If the foregoing correctly states your understanding with respect to the matters stated in this letter, please acknowledge by signing in the spaces provided below.

We look forward to continuing our excellent working relationship in the future.

Sincerely,

Aerovías del Continente Americano S.A.
Avianca

Aviateca S.A.

By: _____
Name: Renato Covelo
Title: Legal Representative

By: _____
Name: Octavio Bravo
Title: Legal Representative

Taca International Airlines S.A.

Tampa Cargo S.A.S.

By: _____
Name: Patricia Gómez
Title: Legal Representative

By: _____
Name: Christian Vesga Toloza
Title: Legal Representative

Avianca Perú S.A. en Liquidación

Isleña De Inversiones S.A. De C.V.

By: _____
Name: Carlos Corbella Espinoza
Title: Liquidator, Estratega Consultores
SAC

By: _____
Name: Marlon Amador
Title: Legal Representative

Avianca Costa Rica S.A.

Regional Express Americas S.A.S.

By: _____
Name: Viviana Martin Salazar
Title: Legal Representative

By: _____
Name: Alfonso Angarita
Title: Legal Representative

Avianca Holdings S.A.

By: _____
Name: Richard Galindo
Title: Legal Representative

cc: Robert Rivkin, Daniel Fajardo, Richard Galindo, Julio Ordoñez, Jorge Andres Serrano,
Ivette Franco

Accepted and Agreed to as of
the date first written above by
and on behalf of:

Compañía Panameña de Aviación, S.A.

By: _____
Name: Pedro Heilbron
Title: Chief Executive Officer

Aerorepública S.A.

By: _____
Name: Pedro Heilbron
Title: Principal Member of the Board of
Directors

Copa Holdings S.A.

By: _____
Name: [●]
Title: [●]

Corporación de Inversiones Aereas, S.A.

By: _____
Name: [●]
Title: [●]

Accepted and Agreed to as of
the date first written above by
and on behalf of:

United Airlines, Inc.

By: _____
Name: Patrick Quayle
Title: Vice President – International
Network and Alliances

United Airlines Holdings, Inc.

By: _____
Name: [●]
Title: [●]