

Hearing Date & Time: January 19, 2023 at 11:00 A.M. (prevailing Eastern Time)
Objection Deadline: January 6, 2023 at 4:00 P.M. (prevailing Eastern Time)

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Counsel for Debtors and Reorganized Debtors

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

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

**OBJECTION OF AEROVÍAS DEL CONTINENTE
AMERICANO S.A. AVIANCA, AVIANCA, INC., AND
TAMPA CARGO S.A.S. TO CLAIM NUMBERS 2215, 2222, 2223, 2224,
AND 4097 FILED BY ROLLS-ROYCE PLC AND ROLLS-ROYCE LEASING LTD.**

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



Reorganized Debtors Aerovías del Continente Americano S.A. Avianca, Avianca, Inc., and Tampa Cargo S.A.S. (“Avianca” or the “Reorganized Debtors”) hereby object (the “Objection”), pursuant to sections 105 and 502(b) of title 11 of the U.S. Code (as amended, the “Bankruptcy Code”) and the *Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 (I) Establishing Claims Objection and Notice Procedures and (II) Granting Related Relief* [Docket No. 1179] (the “Claims Objection Procedures Order”). By this Objection, the Reorganized Debtors object to and seek to modify the claims listed on **Schedules 1 through 2** to the proposed order attached to this Objection as **Exhibit A** (collectively, the “Claims,” and each, a “Claim”), which Claims are filed by Rolls-Royce plc or Rolls-Royce Leasing Ltd. (“Rolls-Royce”). In support of the Objection, Avianca respectfully states as follows:

Preliminary Statement

1. This Objection concerns one Claim concerning claimed lost profits arising from Avianca’s rejection of a contract (Claim number 4097, the “Rejection Claim”) and four Claims arising from prepetition invoices (Claim numbers 2215, 2222, 2223, and 2224, collectively, the “Invoice Claims” and each, an “Invoice Claim”).

2. With respect to the Rejection Claim, Rolls-Royce asserts over \$115 million in damages for its alleged lost profits while declining to provide Avianca with any support for its lost-profits calculation or any data or underlying calculations supporting its claimed profit margin. Without reliable documentation from which Avianca might evaluate the amount of lost profits asserted in the Rejection Claim, it cannot concede the validity of the claimed amount and is prepared to seek discovery of Rolls-Royce’s profit margins to the extent necessary. Further, as the Rejection Claim provides no support or documentation for the claimed amounts, and as Rolls-

Royce has declined to provide such support upon request, the Rejection Claim is not entitled to a *prima facie* assumption of validity, and may be disallowed on that ground.

3. Avianca is willing to allow the Rejection Claim in an amount that reflects lost profits calculated upon a reasonable profit margin, which Avianca believes to be no greater than 20%. For this reason, Avianca requests that the Court allow the Rejection Claim in the amount of \$59,130,203.47.

4. With respect to the Invoice Claims, Avianca and Rolls-Royce have reached a commercial resolution on all such Claims. Avianca seeks to allow the Invoice Claims in the amounts commercially agreed upon by the parties, as set forth herein.

Background

5. Rolls-Royce is a manufacturer and provider of aircraft engines and related technical services. On June 15, 2007, Avianca and Rolls-Royce entered into a General Terms Agreement for the purchase and sale of Rolls-Royce's Trent 700 engines and other related products and services in connection with Avianca's agreement with Airbus S.A.S. ("Airbus") to purchase certain Airbus A330 passenger aircraft. The General Terms Agreement was subsequently modified and amended by the parties pursuant to a side letter and several amendments (the "Amendments," and together with the General Terms Agreement, the "GTA").² Avianca and Rolls-Royce are also party to several additional prepetition agreements governing the purchase and sale of certain products and services in connection with Avianca's fleet of Airbus A330 and Boeing 787 aircraft.³

² The Amendments are each listed in the attachment annexed to the Rejection Claim (the "Attachment").

³ These additional agreements include the Boeing GTA, the Second Airbus GTA, the Upgrade Agreement, the Debt Deferral Agreement, and the Commercial Agreement, all of which are defined and summarized within the Invoice Claims. *See, e.g.*, Invoice Claim 2215, Attachment § 1.

6. On May 10, 2020 (the “Initial Petition Date”), certain of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On September 21, 2020 (together with the Initial Petition Date, as applicable to each Debtor, the “Petition Date”), Avianca filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

7. 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] (such underlying chapter 11 plan, the “Plan”). The Plan became effective on December 1, 2021 (the “Effective Date”) and the Debtors became the Reorganized Debtors as of the Effective Date. *See Notice of (I) Entry of Order Confirming Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [Docket No. 2384]. Pursuant to Article VI of the Plan, all executory contracts not previously assumed or assigned shall be deemed rejected upon the Effective Date. *See Plan, Art. VI.A.* Avianca did not assume or assign the GTA prior to the Effective Date. The GTA was therefore deemed rejected as of December 1, 2021.

Rolls-Royce’s Claims

8. ***Rejection Claim.*** The Rejection Claim, listed on **Schedule 1**, asserts a total amount of \$128,536,461.26 arising from Avianca’s rejection of the GTA. *See Rejection Claim, Attachment § 1.* According to Rolls-Royce, most of this amount is comprised of “lost profits” or “lost future profit.” *Id.* Specifically, Rolls-Royce asserts: (i) \$56,050,831.71 for “lost future profit that Rolls-Royce would have otherwise reasonably expected to receive” if Avianca had not rejected the GTA, but had fulfilled its obligations thereunder in flying Avianca’s fleet of A330 aircraft; (ii) \$20,027,430.68 for “lost profits associated with shop visits for engine repairs”; and

(iii) \$39,598,832.42 for “lost profits based on parts that the Debtor would have otherwise needed to purchase from Rolls-Royce during the life of the [GTA].” *Id.* Thus, Rolls-Royce seeks more than \$115 million in damages related to lost profits.

9. Based on discussions with Rolls-Royce, Avianca understands that this figure is based on an assumed profit margin of 50% that Rolls-Royce would have made on each part and service. Rolls-Royce has not, however, provided any support for or documentation of its calculation of the lost profits asserted in its Rejection Claim.

10. ***Invoice Claims.*** The Invoice Claims, listed on **Schedule 2**, arise from “certain unpaid and outstanding amounts” for certain prepetition goods and services issued by Rolls-Royce to Avianca pursuant to the GTA and other subsequent agreements. *See, e.g.*, Invoice Claim 2215, Attachment § 1. In the Invoice Claims, Rolls-Royce asserts amounts of: \$23,196,805.39 (Invoice Claim 2215), \$1,514,767.68 (Invoice Claim 2222), \$223,918.70 (Invoice Claim 2223), and \$2,326,453.44 (Invoice Claim 2224).

Objection

11. For a proof of claim to be entitled to *prima facie* validity, it must allege facts sufficient to support a legal liability to the claimant. *See* Fed. R. Bankr. P. 3001(f); 11 U.S.C. § 502(a); *In re Lehman Brothers Holdings Inc.*, 602 B.R. 564, 576 (Bankr. S.D.N.Y. 2019) (citing *In re Allegheny Int’l Inc.*, 954 F.2d 167, 174 (3d Cir. 1992)). Claims may be disallowed for failure to support the claim with sufficient evidence because “absent adequate documentation, the proof of claim is not sufficient for the objector to concede the validity of the claim.” *In re Minbatiwalla*, 424 B.R. 104, 119 (Bankr. S.D.N.Y. 2010) (Glenn, J.); *see also In re Residential Capital, LLC*, No. 12-12020, 2013 WL 5524728, at *4 (Bankr. S.D.N.Y. Oct. 4, 2013) (Glenn, J.) (same); *In re Lindell Drop Forge Co.*, 111 B.R. 137, 140 (Bankr. W.D. Mich. 1990) (proof of claim not entitled

to *prima facie* validity under Rule 3001(f) where it contained no information as to how amounts were calculated and did not attach relevant supporting documents).

12. Further, a claimant must respond to reasonable requests from the debtor to provide support for its claim in order to preserve the *prima facie* presumption of the claim's validity. "Failure of the creditor to respond to requests for documentation may strip the [p]resumption [of validity] from the proof of claim." *In re Porter*, 374 B.R. 471, 181-82 (Bankr. D. Conn. 2007); *see also In re Heath*, 331 B.R. 424, 437 (9th Cir. B.A.P. 2005) ("If the creditor does not provide information . . . then that in itself may raise an evidentiary basis to object to the unsupported aspects of the claim, or even a basis for evidentiary sanctions, thereby coming within Section 502(b)'s grounds to disallow the claim").

13. Pursuant to the Claims Objection Procedure Order, Avianca is permitted to object to claims on the basis that "the claim fails to sufficiently specify the basis for the claim or does not include sufficient documentation to ascertain the validity of the claim" (Claims Objection Procedures Order at ¶ 2(iv)).

14. **Rejection Claim.** The Rejection Claim asserts an amount of \$128,536,461.26 arising from rejection of the GTA, \$115,677,094.81 of which is associated with "lost profits" or "lost future profit" arising from the rejection of the GTA. Rejection Claim, Attachment § 1(i). Avianca does not object to the remaining \$12,859,366.45 amount, which relates to certain credits that Rolls-Royce provided to Avianca under the GTA and Rolls-Royce's attorney's fees and costs.

15. The Rejection Claim does not provide any documentation or explanation of its calculations for the claimed "lost profits." Nor does the contract on which the Claim is premised provide any basis upon which the amount of lost profits might be ascertained—the GTA does not contain any formula or method that would enable Avianca to calculate Rolls-Royce's lost profits.

Further, in the course of negotiations to resolve the Rejection Claim, Rolls-Royce declined to provide Avianca with any support for its claimed profit margin beyond a blanket assertion that its profit margin is 50%. Without any further information or support for the claimed lost profits, Avianca cannot concede, let alone properly evaluate, the validity of Rolls-Royce's Rejection Claim. The Rejection Claim must therefore lose its presumption of *prima facie* validity.

16. While the lost profits portion of the Rejection Claim is disallowable in whole, Avianca believes a reasonable profit margin is 20%, and would not object to allowing a Rejection Claim in an amount reflecting lost profits calculated based upon this margin, or \$46,270,837.92 for the "lost profits" component of the Rejection Claim. Avianca therefore respectfully requests that the Court allow the Rejection Claim in the amount of \$59,130,203.47, which is equal to this figure plus the undisputed \$12,859,366.45 amount.

17. ***Invoice Claims.*** Following negotiations, the parties have reached a commercial resolution on all Invoice Claims. Specifically, the parties have agreed in principle to allow (i) Invoice Claim 2215 in the amount of \$23,420,883.81, (ii) Invoice Claim 2222 in the amount of \$1,206,389.85, (iii) Invoice Claim 2223 in the amount of \$0, and (iv) Invoice Claim 2224 in the amount of \$1,111,650.04. Avianca respectfully requests that the Court allow the Invoice Claims in these amounts in accordance with the parties' commercial resolution of these Claims.

Separate Contested Matter

18. Each objection to the Claims constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. The Reorganized Debtors request that the order entered with respect to this Objection be deemed a separate final order with respect to each Claim.

Responses to Objections

19. For any claimant who timely files and properly serves a response to this Objection (each, a “Response”) as set forth in the *Notice of Hearing on Objection of Aerovias del Continente Americano S.A. Avianca, Avianca, Inc., and Tampa Cargo S.A.S. to Claim Numbers 2215, 2222, 2223, 2224, and 4097 Filed by Rolls-Royce plc and Rolls-Royce Leasing Ltd.*, attached as **Exhibit B**, the Reorganized Debtors will schedule such Response to be heard at the omnibus hearing at which this Objection will be heard, which is scheduled for January 19, 2023, at 11:00 a.m. (prevailing Eastern Time).

20. To the extent no Response is timely filed with respect to a Claim, the Reorganized Debtors request that the Court enter an order disallowing or reducing, as applicable, all such Claims.

Notice

21. Notice of the Objection has been provided to (i) Rolls-Royce to the addresses and email addresses listed on its Claim; (ii) the Office of the U.S. Trustee; and (iii) all other parties entitled to notice pursuant to Bankruptcy Rule 2002. The Reorganized Debtors submit that no other or further notice need be given.

Reservation of Rights

22. The Reorganized Debtors reserve the right to amend, modify, or supplement this Objection, and to file additional objections to the Claims on any other ground that bankruptcy or non-bankruptcy law permits. In the event that Rolls-Royce pursues the Claims in any forum other than this Court, the Debtors also expressly reserve the right to contest the Claims on the grounds set forth in this Objection or on any other ground.

WHEREFORE, the Reorganized Debtors respectfully request that the Court (i) sustain the Objection, (ii) allow the Rejection Claim, listed on **Schedule 1**, in the amount of \$59,130,203.47; (iii) allow the Invoice Claims in the amounts listed on **Schedule 2**, and (iii) grant such other and further relief as the Court may deem just and appropriate.

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Dated: New York, New York
December 2, 2022

/s/ Evan R. Fleck

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Counsel for Debtors and Reorganized Debtors

Exhibit A to Objection

Proposed Order

**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 and Reorganized Debtors. : (Jointly Administered)
: :
-----X

**ORDER GRANTING THE OBJECTION OF AEROVÍAS DEL
CONTINENTE AMERICANO S.A. AVIANCA, AVIANCA, INC., AND TAMPA
CARGO S.A.S. TO CLAIM NUMBERS 2215, 2222, 2223, 2224, AND 4097 FILED BY
ROLLS-ROYCE PLC AND ROLLS-ROYCE LEASING LTD.**

Upon the *Objection of Aerovías del Continente Americano S.A. Avianca, Avianca, Inc., and Tampa Cargo S.A.S. to Claim Numbers 2215, 2222, 2223, 2224, and 4097 Filed by Rolls-Royce plc and Rolls-Royce Leasing Ltd.* (the “Objection”),² whereby the Reorganized Debtors have requested, in accordance with sections 105 and 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and the *Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 (I) Establishing Claims Objection and Notice Procedures and (II) Granting Related Relief* [Docket No. 1179], entry of an order modifying the claims identified on the Schedules hereto; and it

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); Aero inversiones 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.

² Capitalized terms not otherwise defined herein shall be given the meanings ascribed to them in the Objection.

appearing that the relief requested is in the best interests of the Reorganized Debtors' estates, their creditors and other parties in interest; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Objection having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Objection is granted as set forth herein.
2. The Rejection Claim identified in **Schedule 1** is modified and allowed to the extent set forth in **Schedule 1**.
3. The Invoice Claims identified in **Schedule 2** are modified and allowed to the extent set forth in **Schedule 2**.
4. The Debtors and their claims agent are authorized to take all actions necessary to effectuate the relief granted in this Order, including updating the Claims Register to reflect the relief granted herein.
5. Any response to the Objection not otherwise withdrawn, resolved, or adjourned is hereby overruled on its merits.
6. Except as provided in this Order, nothing in this Order shall be deemed (a) an admission or finding as to the validity of any claim against a Debtor, (b) a waiver of the right of the Reorganized Debtors to dispute any claim against any Debtor on any grounds whatsoever, at a later date, (c) a promise by or requirement on any Debtor to pay any claim, or (d) a waiver of the rights of the Reorganized Debtors under the Bankruptcy Code or any other applicable law.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2022
New York, New York

THE HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE

Schedule 1 to Order

Rejection Claim

REJECTION CLAIM¹					
Claimant's Name	Proof of Claim to be Modified	Debtor Claim is Asserted Against	Asserted Amount of Claim	Modified Amount of Claim	Reason for Modification
Rolls-Royce plc	4097	Aerovías del Continente Americano S.A. Avianca	\$128,536,461.26	\$59,130,203.47	Insufficient documentation to ascertain the validity of the claim

¹ See Objection ¶¶ 14-16.

Schedule 2 to Order

Invoice Claims

INVOICE CLAIMS ¹					
Claimant's Name	Proof of Claim to be Modified	Debtor Claim is Asserted Against	Asserted Amount of Claim	Modified Amount of Claim	Reason for Modification
Rolls-Royce plc	2215	Aerovías del Continente Americano S.A. Avianca	\$23,196,805.39	\$23,420,883.81	Commercial agreement to modify claim amount
Rolls-Royce plc	2222	Tampa Cargo S.A.S.	\$1,514,767.68	\$1,206,389.85	Commercial agreement to modify claim amount
Rolls-Royce plc	2223	Avianca, Inc.	\$223,918.70	\$0.00	Commercial agreement to modify claim amount
Rolls-Royce Leasing Ltd.	2224	Aerovías del Continente Americano S.A. Avianca	\$2,326,453.44	\$1,111,650.04	Commercial agreement to modify claim amount

¹ See Objection ¶ 17.

Exhibit B to Objection

Notice of Hearing

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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> , ⁸	: Case No. 20-11133 (MG)
	:
Debtors and Reorganized Debtors.	: (Jointly Administered)
	:
-----X	

**NOTICE OF HEARING ON
OBJECTION OF AEROVÍAS DEL CONTINENTE
AMERICANO S.A. AVIANCA, AVIANCA, INC., AND
TAMPA CARGO S.A.S. TO CLAIM NUMBERS 2215, 2222, 2223, 2224,
AND 4097 FILED BY ROLLS-ROYCE PLC AND ROLLS-ROYCE LEASING LTD.**

⁸ 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.

PLEASE TAKE NOTICE that, on December 2, 2022, Avianca Holdings S.A. and its reorganized debtor affiliates in these proceedings (collectively, the “Reorganized Debtors”), filed the *Objection of Aerovías del Continente Americano S.A. Avianca, Avianca, Inc., and Tampa Cargo S.A.S. to Claim Numbers 2215, 2222, 2223, 2224, and 4097 Filed by Rolls-Royce plc and Rolls-Royce Leasing Ltd.* (the “Objection”) with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

THIS OBJECTION ADDRESSES ONE OR MORE OF THE CLAIM(S) YOU HAVE FILED IN THE REORGANIZED DEBTORS’ CASES. Schedules 1 through 2 annexed to the Objection (attached hereto) identifies your claim and the category of claim objection applicable to you. The complete Objection can be viewed and/or obtained by: (i) accessing the Court’s website at www.nysb.uscourts.gov, or (ii) free of charge from the Reorganized Debtors’ notice and claims agent, KCC, at <http://www.kccllc.net/avianca> or by calling (866) 967-1780 (U.S./Canada) or +1 (310) 751-2680 (International). Note that a PACER password is needed to access documents on the Court’s website. The complete Objection is entitled *Objection of Aerovías del Continente Americano S.A. Avianca, Avianca, Inc., and Tampa Cargo S.A.S. to Claim Numbers 2215, 2222, 2223, 2224, and 4097 Filed by Rolls-Royce plc and Rolls-Royce Leasing Ltd.*

The Objection requests that the Bankruptcy Court modify one or more of your claims listed in the Schedules on the ground that the claim (i) is supported by insufficient documentation, or (vi) is the subject of a commercial agreement on an agreed claim amount. Any claim that the Bankruptcy Court modifies will be treated as if such claim had been filed in the modified amount.

If you DO oppose the modification of your claim(s) listed in the Schedules then you MUST file a written response to the Objection (the “Response”) ON OR BEFORE JANUARY 6, 2023 AT 4:00 P.M. EASTERN TIME (the “Response Deadline”) and serve such Response as set forth herein. If you DO NOT oppose the modification of your claim(s) listed in the Schedules then no further action is required by you.

The Response, if any, must include the following: (i) a caption identifying the name of the Bankruptcy Court, the names of the Reorganized Debtors, the case number and the title of the Objection to which the Response is directed; (ii) the name of the claimant and description of the basis for the claim; (iii) a short statement describing the reasons for which the claim should not be modified as set forth in the Objection; (iv) additional documentation or other evidence upon which you rely in opposing the Objection (if it was not included with the proof of claim previously filed with the Bankruptcy Court); (v) the address(es) to which the Reorganized Debtors must return any reply to your Response, if different from that presented in your proof of claim; (vi) the name, address, and telephone number of the person (which may be you or your legal representative) holding ultimate authority to resolve the claim on your behalf.

The Bankruptcy Court will consider a Response only if the Response is filed with the Court on or prior to the Response Deadline. All Responses must be served on (i) the Bankruptcy Court at Chambers of Honorable Judge Martin Glenn, One Bowling Green, New York, New York 10004-1408, (ii) counsel for the Reorganized Debtors at 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, gbray@milbank.com, and bschak@milbank.com)), and (iii) the Reorganized Debtors, c/o Richard Galindo (richard.galindo@avianca.com).

A HEARING WILL BE HELD ON JANUARY 19, 2023 (the “Hearing”) to consider the Objection. **THE HEARING WILL BE HELD AT 11:00 A.M. (EASTERN TIME)** at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 523, New York, New York 10004 in front of the Honorable Martin Glenn. If you file a written Response to the Objection, you or your counsel must attend the Hearing (which attendance may be via Zoom for Government). In light of the COVID-19 pandemic, the Hearing may be conducted via Zoom for Government. Parties wishing to appear at the Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<http://www.nysb.uscourts.gov/content/judge-martin-glenn>) no later than 4:00 p.m. (prevailing Eastern Time) the business day before the Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. The Court will not respond to late requests that are submitted on the day of the hearing. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website. The Reorganized Debtors reserve the right to continue the Hearing on the Objection for your claim(s) at a later date.

If the Bankruptcy Court does NOT modify your claim(s) listed in **Schedules 1 through 2** then the Reorganized Debtors may object on other grounds to the claim(s) (or to any other claims you may have filed) at a later date. You will receive a separate notice of any such objection.

Dated: December 2, 2022
New York, New York

/s/ Evan R. Fleck
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- and -

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