

Fill in this information to identify the case:

Debtor Tampa Cargo S.A.S.

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 20-11139

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** Aero Miami II, LLC
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See summary page	

 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
 Contact phone 302-252-4446 Contact phone _____
 Contact email heilmanl@ballardspahr.com Contact email _____
 Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 2,905,078.61. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Rent Due - Unexpired Lease of Real Property

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Letter of Credit Security Deposit

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 368,542.00
Amount of the claim that is secured: \$ 368,542.00
Amount of the claim that is unsecured: \$ 2,536,536.61 (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 513,221.56

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 513,221.56

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: Letter of Credit/Security Deposit



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 12/18/2020
MM / DD / YYYY

/s/ Leslie C. Heilman
Signature

Print the name of the person who is completing and signing this claim:

Name Leslie C. Heilman
First name Middle name Last name

Title Attorney for Creditor

Company Ballard Spahr LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1780 | International + 1 (310) 751-2680

Debtor: 20-11139 - Tampa Cargo S.A.S. District: Southern District of New York, New York Division		
Creditor: Aero Miami II, LLC c/o Ballard Spahr LLP, ATTN: Leslie C. Heilman 919 N Market Street Flr 11 Wilmington, DE, 19801 US Phone: 302-252-4446 Phone 2: Fax: Email: heilmanl@ballardspahr.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: Has Related Claim: No Related Claim Filed By: Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Rent Due - Unexpired Lease of Real Property	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 2,905,078.61	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 368,542.00 Amount of 503(b)(9): No Based on Lease: Yes, 513,221.56 Subject to Right of Setoff: Yes, Letter of Credit/Security Deposit	Nature of Secured Amount: Other Describe: Letter of Credit Security Deposit Value of Property: 368,542.00 Annual Interest Rate: Arrearage Amount: 513,221.56 Basis for Perfection: Amount Unsecured: 2,536,536.61	
Submitted By: Leslie C. Heilman on 18-Dec-2020 8:24:03 a.m. Eastern Time Title: Attorney for Creditor Company: Ballard Spahr LLP		

**Schedule to Proof of Claim of
Aero Miami II, LLC (“Landlord”)**

**In re Tampa Cargo S.A.S.
Case No. 20-11139 (Chapter 11)
United States Bankruptcy Court for the Southern District of New York**

This Schedule supplements the information stated in the accompanying Proof of Claim and shall constitute part of the Proof of Claim.

I. Basis for the Claim

Tampa Cargo S.A.S. (d/b/a Avianca Cargo) (the “**Debtor**”), as tenant, leases that certain premises of 78,380 square feet located at 2000 NW 62nd Avenue, Building 711, Cargo Terminal, Miami International Airport, Miami, Florida (the “**Premises**”), from landlord, pursuant to an unexpired non-residential real property lease (as may have been amended from time to time, the “**Lease**”). A true and correct copy of the Lease is available upon request.

On or about May 10, 2020 (the “**Petition Date**”), the Debtor and certain of its affiliates 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 “**Chapter 11 Cases**”), which Chapter 11 Cases are being jointly administered at *In re Avianca Holdings S.A., et al.*, Case No. 20-11133.

On June 30, 2020, a *Notice of Rejection of Certain Executory Contracts and Unexpired Leases* was filed by the Debtors [Docket No. 361], pursuant to which the Lease was rejected effective **June 30, 2020** (the “**Rejection Date**”).

II. Calculation and Classification of the Claim

As of the Petition Date, the Debtor owed the sum of at least **\$513,221.56** to Landlord on account of unpaid rent and other charges due under the Lease (the “**Pre-Petition Arrearage**”). Also, as a result of the Debtor’s rejection of the Lease, Landlord is entitled to reimbursement for clean-out charges and repairs which total **\$64,762.00** (the “**Removal Costs**” and together with the Pre-Petition Arrearage, the “**Pre-Petition Claim**”). Information supporting the calculation of the Pre-petition Claim is attached hereto as **Exhibit A**.

In addition, Landlord is entitled to rejection damages as a result of the Debtor’s rejection of the Lease. Pursuant to 11 U.S.C. § 502(b)(6), Landlord’s rejection claim is limited to the greater of 15% of the total amount of the rent reserved under the Lease that would be due during the remaining term of the Lease, not to exceed three years, or one year’s rent under the Lease. 11 U.S.C. § 502(b)(6). Here, Landlord’s greater claim for rejection damages is one year’s rent under the Lease, or **\$2,327,095.05** (the “**Rejection Claim**”). Information supporting the calculation of the Rejection Claim is attached hereto as **Exhibit A**.

Landlord holds a security deposit in the form of an irrevocable standby letter of credit in the amount of \$368,452.00 (the “**Security Deposit**”) as security for Debtor’s performance of the

terms of the Lease. Landlord has drawn down the Letter of Credit for payment of Rent under the Lease on account of Debtor's default and holds the proceeds thereof.

Thus, Landlord's total claim as of the Rejection Date, including the amounts owed to it on account of its Pre-Petition Claim and its Rejection Claim, net of the Security Deposit, is **\$2,536,536.61**. The claim is unsecured.

III. Reservation of Rights

Landlord reserves the right to supplement and/or amend this Proof of Claim to include amounts not stated above, including, without limitation, costs, expenses, attorneys' fees, and any other charges or amounts due, as appropriate, under applicable bankruptcy and non-bankruptcy law. Landlord reserves all of its rights and remedies, including, without limitation, the right to amend this claim from time to time to reflect additional charges, adjustments and the like, due and payable under the Lease, as the same become quantified, known or available. Landlord further reserves the right to assert further and other claims, including administrative claims for postpetition rent and other charges that are or become due under the Lease.

Landlord further reserves the right to amend this Proof of Claim (and any Proof of Claim that it files, has filed or may file in the Debtor's bankruptcy case) to make such claim a secured claim by virtue of Landlord's right to setoff, offset or recoup the amount thereof under 11 U.S.C. § 553 or otherwise, or to otherwise assert a defense of setoff, offset and/or recoupment against any claims, defenses or offsets that the Debtor or any other party may assert against Landlord.

EXHIBIT A

Lease Unpaid Charges
 Tenant: Tampa Cargo S.A.S.(ftamcar)

Date	Description	CH	Charge	Payment	Net Due	Pre-Petition	Post-Petition	Post-Rejection Period	Variance	Bill Code	Amount	Description
8/27/2019	United Refrigeration Emergency HVAC Service INV 074598	C-857768	520.00	0.00	520.00	520.00			0.00			
8/27/2019	10% Admin Fee INV 074598	C-857769	52.00	0.00	52.00	52.00			0.00			
8/27/2019	United Refrigeration HVAC Repair INV 074599	C-857770	3,200.00	0.00	3,200.00	3,200.00			0.00			
8/27/2019	10% Admin Fee INV 074599	C-857771	320.00	0.00	320.00	320.00			0.00			
12/2/2019	Wiginton INV SVC035324 Sprinkler Head Repair	C-871697	416.25	0.00	416.25				0.00			
1/1/2020	Land Rent Recovery (01/2020)	C-873599	37,809.29	30,162.93	7,646.36		7,646.36		0.00	bankrupt	7,646.36	Pre-Petition 1/2020 Rent
1/14/2020	Electricity Acct #26536-03254, Meter KV76934 (12/02/2019-01/02/2020)	C-876984	7,170.25	0.00	7,170.25		7,170.25		0.00			
2/19/2020	ABM Janitorial Supplies 12-31-19	C-881797	100.79	0.00	100.79		100.79		0.00	bankrupt	4,609.04	Pre-Petition Service Orders
2/20/2020	FPL Electricity Acct #26536-03254, Meter KV76934 (01/02/2020-02/01/2020)	C-881888	3,375.54	0.00	3,375.54		3,375.54		0.00			
2/24/2020	TI Overage per Lease Agreement	C-882962	398,919.16	0.00	398,919.16	398,919.16			0.00	bankrupt	398,919.16	Pre-Petition Tenant Improvement Overage
4/3/2020	Annual CAM Reconciliation (01/2019 - 12/2019)	C-889978	11,633.87	0.00	11,633.87		11,633.87		0.00	bankrupt	11,633.87	Pre-Petition 2019 Annual CAM Reconciliation
4/3/2020	6.50% Tax applied to Ctl 889978	C-889981	756.19	0.00	756.19		756.19		0.00	banktax	756.19	Pre-Petition Sales Tax on 2019 Annual CAM Reconciliation
4/6/2020	Electricity Acct #26536-03254, Meter KV76934 (02/01/20-03/02/20)	C-889740	11,077.01	0.00	11,077.01		11,077.01		0.00			
5/1/2020	Land Rent Recovery (05/2020)	C-891868	37,809.29	0.00	37,809.29		10,976.89	26,832.40	0.00			LAND RENT DEFERRED ON AR DETAIL; WILL PURSUE IN MONTH DUE
5/1/2020	Sales Tax for Land Rent Recovery (05/2020)	C-891869	2,457.60	0.00	2,457.60		713.50	1,744.10	0.00			LAND RENT DEFERRED ON AR DETAIL; WILL PURSUE IN MONTH DUE
5/1/2020	Operating Expense Recovery (05/2020)	C-891870	35,316.25	0.00	35,316.25		10,253.10	25,063.15	0.00			
5/1/2020	Sales Tax for Operating Expense Recovery (05/2020)	C-891871	2,295.56	0.00	2,295.56		666.45	1,629.11	0.00			
5/1/2020	Warehouse Rent (05/2020)	C-891872	106,020.51	0.00	106,020.51	30,780.15	75,240.36		0.00	bankrupt	52,010.14	Pre-Petition Rent 5/1/2020 - 5/9/2020
5/1/2020	Sales Tax for Warehouse Rent (05/2020)	C-891873	6,891.33	0.00	6,891.33	2,000.71	4,890.62		0.00	banktax	3,380.66	Pre-Petition Sales Tax On Rent 5/1/2020 - 5/9/2020
5/13/2020	Florida Power & Light A/C #26536-03254 (03/02/2020 - 04/01/2020)	C-894607	9,335.18	0.00	9,335.18		9,335.18		0.00			
6/1/2020	Land Rent Recovery (06/2020)	C-895709	37,809.29	0.00	37,809.29		37,809.29		0.00			LAND RENT DEFERRED ON AR DETAIL; WILL PURSUE IN MONTH DUE
6/1/2020	Sales Tax for Land Rent Recovery (06/2020)	C-895710	2,457.60	0.00	2,457.60		2,457.60		0.00			LAND RENT DEFERRED ON AR DETAIL; WILL PURSUE IN MONTH DUE
6/1/2020	Operating Expense Recovery (06/2020)	C-895711	35,316.25	0.00	35,316.25		35,316.25		0.00			
6/1/2020	Sales Tax for Operating Expense Recovery (06/2020)	C-895712	2,295.56	0.00	2,295.56		2,295.56		0.00			
6/1/2020	Warehouse Rent (06/2020)	C-895713	106,020.51	0.00	106,020.51		106,020.51		0.00			
6/1/2020	Sales Tax for Warehouse Rent (06/2020)	C-895714	6,891.33	0.00	6,891.33		6,891.33		0.00			
6/9/2020	Florida Power & Light A/C #26536-03254 (04/01/2020 - 05/01/2020)	C-899648	3,098.83	0.00	3,098.83		3,098.83		0.00			
7/1/2020	Land Rent Recovery (07/2020)	C-902222	37,809.29	0.00	37,809.29			37,809.29	0.00			LAND RENT DEFERRED ON AR DETAIL; WILL PURSUE IN MONTH DUE
7/1/2020	Sales Tax for Land Rent Recovery (07/2020)	C-902223	2,457.60	0.00	2,457.60			2,457.60	0.00			LAND RENT DEFERRED ON AR DETAIL; WILL PURSUE IN MONTH DUE
7/1/2020	Operating Expense Recovery (07/2020)	C-902224	35,316.25	0.00	35,316.25			35,316.25	0.00			
7/1/2020	Sales Tax for Operating Expense Recovery (07/2020)	C-902225	2,295.56	0.00	2,295.56			2,295.56	0.00			
7/1/2020	Warehouse Rent (07/2020)	C-902226	106,020.51	0.00	106,020.51			106,020.51	0.00			
7/1/2020	Sales Tax for Warehouse Rent (07/2020)	C-902227	6,891.33	0.00	6,891.33			6,891.33	0.00			
7/6/2020	Florida Power & Light A/C #26536-03254 (05/10/2020 - 6/1/2020)	C-903369	534.95	0.00	534.95			534.95	0.00			
7/6/2020	Pre-Petition Utilities Florida Power & Light A/C #26536-03254 (05/01/2020 - 5/9/2020)	C-903371	209.33	0.00	209.33	209.33			0.00	bankrupt	34,266.14	Pre-Petition Electricity 12/2/2019 - 5/9/2020
8/1/2020	Land Rent Recovery		37,809.29	0.00	37,809.29			37,809.29	0.00			
8/1/2020	Sales Tax for Land Rent Recovery		2,457.60	0.00	2,457.60			2,457.60	0.00			
8/1/2020	Operating Expense Recovery		35,316.25	0.00	35,316.25			35,316.25	0.00			
8/1/2020	Sales Tax for Operating Expense Recovery		2,295.56	0.00	2,295.56			2,295.56	0.00			
8/1/2020	Warehouse Rent		106,020.51	0.00	106,020.51			106,020.51	0.00			
8/1/2020	Sales Tax for Warehouse Rent		6,891.33	0.00	6,891.33			6,891.33	0.00			
9/1/2020	Land Rent Recovery		37,809.29	0.00	37,809.29			37,809.29	0.00			
9/1/2020	Sales Tax for Land Rent Recovery		2,457.60	0.00	2,457.60			2,457.60	0.00			
9/1/2020	Operating Expense Recovery		35,316.25	0.00	35,316.25			35,316.25	0.00			
9/1/2020	Sales Tax for Operating Expense Recovery		2,295.56	0.00	2,295.56			2,295.56	0.00			
9/1/2020	Warehouse Rent		106,020.51	0.00	106,020.51			106,020.51	0.00			
9/1/2020	Sales Tax for Warehouse Rent		6,891.33	0.00	6,891.33			6,891.33	0.00			
10/1/2020	Land Rent Recovery		38,905.76	0.00	38,905.76			38,905.76	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
10/1/2020	Sales Tax for Land Rent Recovery		2,528.87	0.00	2,528.87			2,528.87	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
10/1/2020	Operating Expense Recovery		35,316.25	0.00	35,316.25			35,316.25	0.00			
10/1/2020	Sales Tax for Operating Expense Recovery		2,295.56	0.00	2,295.56			2,295.56	0.00			
10/1/2020	Warehouse Rent		106,020.51	0.00	106,020.51			106,020.51	0.00			
10/1/2020	Sales Tax for Warehouse Rent		6,891.33	0.00	6,891.33			6,891.33	0.00			
11/1/2020	Land Rent Recovery		38,905.76	0.00	38,905.76			38,905.76	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
11/1/2020	Sales Tax for Land Rent Recovery		2,528.87	0.00	2,528.87			2,528.87	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
11/1/2020	Operating Expense Recovery		35,316.25	0.00	35,316.25			35,316.25	0.00			
11/1/2020	Sales Tax for Operating Expense Recovery		2,295.56	0.00	2,295.56			2,295.56	0.00			
11/1/2020	Warehouse Rent		109,201.13	0.00	109,201.13			109,201.13	0.00			
11/1/2020	Sales Tax for Warehouse Rent		7,098.07	0.00	7,098.07			7,098.07	0.00			
12/1/2020	Land Rent Recovery		38,905.76	0.00	38,905.76			38,905.76	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
12/1/2020	Sales Tax for Land Rent Recovery		2,528.87	0.00	2,528.87			2,528.87	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
12/1/2020	Operating Expense Recovery		35,316.25	0.00	35,316.25			35,316.25	0.00			
12/1/2020	Sales Tax for Operating Expense Recovery		2,295.56	0.00	2,295.56			2,295.56	0.00			
12/1/2020	Warehouse Rent		109,201.13	0.00	109,201.13			109,201.13	0.00			
12/1/2020	Sales Tax for Warehouse Rent		7,098.07	0.00	7,098.07			7,098.07	0.00			

Lease Unpaid Charges
 Tenant: Tampa Cargo S.A.S.(ftamcar)

Date	Description	ChI	Charge	Payment	Net Due	Pre-Petition	Post-Petition	Post-Rejection Period	Variance	Bill Code	Amount	Description
10/1/2022	Warehouse Rent		112,477.16	0.00	112,477.16			112,477.16	0.00			
10/1/2022	Sales Tax for Warehouse Rent		7,311.02	0.00	7,311.02			7,311.02	0.00			
11/1/2022	Land Rent Recovery		41,195.02	0.00	41,195.02			41,195.02	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
11/1/2022	Sales Tax for Land Rent Recovery		2,677.67	0.00	2,677.67			2,677.67	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
11/1/2022	Operating Expense Recovery		35,316.25	0.00	35,316.25			35,316.25	0.00			
11/1/2022	Sales Tax for Operating Expense Recovery		2,295.56	0.00	2,295.56			2,295.56	0.00			
11/1/2022	Warehouse Rent		112,477.16	0.00	112,477.16			112,477.16	0.00			
11/1/2022	Sales Tax for Warehouse Rent		7,311.02	0.00	7,311.02			7,311.02	0.00			
12/1-28/2022	Land Rent Recovery		37,208.41	0.00	37,208.41			37,208.41	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
12/1-28/2022	Sales Tax for Land Rent Recovery		2,418.54	0.00	2,418.54			2,418.54	0.00			estimates 2.9% annual increase in Land Rent set by MDAD
12/1-28/2022	Operating Expense Recovery		31,898.55	0.00	35,316.25			35,316.25	0.00			
12/1-28/2022	Sales Tax for Operating Expense Recovery		2,073.41	0.00	2,295.56			2,295.56	0.00			
12/1-28/2022	Warehouse Rent		101,592.27	0.00	101,592.27			101,592.27	0.00			
12/1-28/2022	Sales Tax for Warehouse Rent		6,603.50	0.00	6,603.50			6,603.50	0.00			
TOTAL					6,738,004.31	513,221.56	326,190.28	5,898,592.47	0.00		513,221.56	

FILE DATE: 5/10/2020

5/1/2020	5/9/2020	9	29.03%	bankrupt	509,084.71
5/10/2020	5/31/2020	22	70.97%	banktax	4,136.85

REJECTION OF LEASE: 06/30/2020

Rejection Damages: One Year's Rent	2,327,095.05	Prepetition: 513,221.56	Post-Petition: 326,190.28
15% of Remaining Rent	884788.8711	Disposal/Repair Costs: 64,762.00	
		Rejection: 2,327,095.05	
		TOTAL CLAIMS: 2,905,078.61	326,190.28
		LESS	
		Security Deposit (LOC) 368,542.00	-
		NET CLAIMS 2,536,536.61	326,190.28

Avianca Repair Costs

Make Ready Costs

Cooler Repair	\$5,500
HVAC Repair	\$2,850
Warehouse Trash out	\$325
Warehouse floor scrub	\$9,750
Overhead Door Repair and servicing	\$4,500
Dock leveler servicing	\$1,985
Office VCT Clean	\$2,500
Exterior Truck court cleaning	\$500

Replace LED Lights	\$30,587
Paint all metals	\$6,265

\$64,762



IRREVOCABLE STAND-BY LETTER OF CREDIT NO. [REDACTED]

DATE: January 25, 2018

TO: AERO MIAMI II, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
19115 LEE ROAD, SUITE 226
HUMBLE, TEXAS 77338
PH: (281)443-0208

FROM: DAVIVIENDA INTERNATIONAL
1110 BRICKELL AVE. SUITE 900
MIAMI, FL 33131 USA
PH: (305) 372-9909

APPLICANT: TAMPA CARGO S.A.
AVENIDA EL DORADO 106-81 CSU-C
BOGOTA, D.C. COLOMBIA
PH: 5877700

We hereby issue our irrevocable Standby Letter of credit No. [REDACTED] in favor of AERO MIAMI II, a Delaware Limited Liability Company, address 19115 Lee Road, Suite 226 Humble, Texas 77338 Phone (281)443-0208 [REDACTED] Miami, USA By order of TAMPA CARGO S.A.S. NIT 890.912.462-2 Address Avenida El Dorado 106-81 CSU-C Phone: 5877700 Email: [REDACTED] Bogota, Colombia for an amount not exceed USD368,542.00 (Three hundred sixty-eight thousand five hundred forty-two Dollars). Effective immediately and expiring at the close of business on December 26, 2018 at our counters.

This Standby Letter of credit guarantee the new Lease Agreement between Tampa Cargo and Aero Miami II, LLC, which covers the Tampa facilities at the load Terminal in MIA building 711.

Funds under this SBLC are available to you against your draft(s) drawn on us at sight, mentioning our Standby Letter of Credit number. Each such draft(s) must be accompanied by your written Statement stating:

“We are demanding payment in the amount of USD... because we have been called upon to effect Payment of this amount under our Guarantee in accordance with its terms and conditions”.

We hereby engage with you that all draft drawn under and in compliance with the terms and conditions of this Letter of Credit, will be duly honored by us if presented at our counters with this original Letter of Credit on or before the stated expiration date.

We undertake to honor your reimbursement claims, for value from 3 to 5 Business days after our receipt Of your certification.

Partial drawing under this Letter of Credit are permitted.

1110 Brickell Ave. Suite 900 Miami, FL 33131 *Tel (305) 372-9909 *Fax (305) 372-1797 [REDACTED]

All Banking charges are for applicant's account.

Special condition:

"If the Beneficiary does not receive an advice of Replacement of a New LOC 30 days previous to the expiration date, will have authorization to remove and convert in cash".

This Irrevocable Standby Letter of credit is subject to the International Standby Practices (ISP 98) of the International Chamber of Commerce (ICC) Publication no. 590.



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE