

**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)
Aero Miami II, LLC C/O Ballard Spahr LLP Attn: Leslie C. Heilman, Esq. 919 N. Market Street, 11th Floor Wilmington, DE 19801, USA  Contact phone <u>302-252-4446</u> Contact email <u>heilmanl@ballardspahr.com</u>	     Contact phone _____ Contact email _____

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

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) 650 Filed on 12/18/2020  
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? \$ 2,574,860.64. 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 real property lease

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: \_\_\_\_\_  
**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:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (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:** \$ \_\_\_\_\_  
**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. \$ 551,545.59

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



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

No

Yes. Check all that apply:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

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).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* 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 03/08/2021  
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

<b>Debtor:</b> 20-11139 - Tampa Cargo S.A.S. <b>District:</b> Southern District of New York, New York Division		
<b>Creditor:</b> Aero Miami II, LLC C/O Ballard Spahr LLP Attn: Leslie C. Heilman, Esq. 919 N. Market Street, 11th Floor  Wilmington, DE, 19801 USA <b>Phone:</b> 302-252-4446 <b>Phone 2:</b>  <b>Fax:</b> 302-300-405 <b>Email:</b> heilmanl@ballardspahr.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> Yes - 650, 12/18/2020 <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Rent due - unexpired real property lease	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 2,574,860.64	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 551,545.59 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Leslie C. Heilman on 08-Mar-2021 11:44:31 a.m. Eastern Time <b>Title:</b> Attorney for Creditor <b>Company:</b> Ballard Spahr LLP		

**Schedule to Amended 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 Amended Proof of Claim and shall constitute part of the Amended 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 62<sup>nd</sup> 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 Rejection Date, the Debtor owed the sum of at least **\$551,545.59** to Landlord on account of unpaid rent and other charges due under the Lease (the “**Rent Claim**”). 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**” together with the Rent Claim, the “**Lease Claim**”) in the total amount of **\$616,307.59**. Information supporting the calculation of the Lease 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 as of the Rejection Date, including the amounts owed to it on account of its Lease Claim and its Rejection Claim is **\$2,943,402.62**, and net of the Security Deposit, is **\$2,574,860.64**. The claim is unsecured and amends Landlord’s previously filed Proof of Claim, No. 650, filed on 12/18/20.

### **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	ChI	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	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 Ctr 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			
1/1/2021	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







**Lease Unpaid Charges**

Tenant: Tampa Cargo S.A.S.(fitamcar)

Date	Description	Chl	Charge	Payment	Net Due	Pre-Petition	Post-Petition	Post-Rejection Period	Variance	Bill Code	Amount	Description
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			
<b>TOTAL</b>					<b>6,738,004.31</b>	<b>513,221.56</b>	<b>326,190.28</b>	<b>5,898,592.47</b>	<b>0.00</b>		<b>513,221.56</b>	

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**

15% of Remaining Rent

**2,327,095.05**

884,788.87

<b>Prepetition:</b>	<b>513,221.56</b>	<b>Post-Petition:</b>	<b>326,190.28</b>
Prepetition Utilities:	32,903.84		1,073.20
2020 CAM Rec	5,420.19		2,168.08
Disposal/Repair Costs:	64,762.00		
<b>Rejection:</b>	<b>2,327,095.05</b>		
<b>TOTAL CLAIMS:</b>	<b>2,943,402.64</b>		<b>329,431.56</b>
LESS			
Security Deposit (LOC)	368,542.00		-
<b>NET CLAIMS</b>	<b>2,574,860.64</b>		<b>329,431.56</b>

Name	BKPO(POST)-BKPR(PRE)	Agreement	SubCust1	Acctg Date	Due	Item ID	Amount Due	Amount PRE	Amount POST	Customer	Notes
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	8/1/2018	8/23/2018	18384392	2,767.72	2,767.72		00001492	Utilities -Apr/Jun2018 - Bldg 711A, B
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	9/1/2018	10/11/2018	18388334	2,327.42	2,327.42		00001492	Utilities - Jul/Sep2018 - Bldg 711A, B
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	1/1/2019	2/6/2019	19397406	4,180.63	4,180.63		00001492	Utilities - Oct/Dec2018 - Bldg 711A, B
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	3/1/2019	4/18/2019	19402743	3,047.91	3,047.91		00001492	Utilities - Jan/Mar2019 - Bldg 711A, B
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	7/1/2019	8/15/2019	19412210	4,204.38	4,204.38		00001492	Utilities - Apr/Jun2019 - Bldg 711A, B
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	10/1/2019	11/12/2019	19419161	3,314.64	3,314.64		00001492	Utilities - Jul/Sep2019 - Bldg 711A, B
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	1/1/2020	2/19/2020	20427144	4,341.40	4,341.40		00001492	Utilities - Oct/Dec2019 - Bldg 711A, B
Tampa Cargo S.A. fka Tampa Airlines	BILL	010618	33	8/1/2020	8/19/2020	20438719	9,792.94	8,719.74	1,073.20	00001492	PRE -Utilities - Jan/May 25/2020 - Bldg 711A, B
			<b>33 Total Utilities</b>				<b>33,977.04</b>	<b>32,903.84</b>	<b>1,073.20</b>		



# INVOICE

**Tampa Cargo S.A.S.**

**Attn:** Carolina Rivas

**PROPERTY:** Aero Miami II, LLC  
 Bldg 711, 6500 NW 22nd Street  
 Miami, FL 33122

<b>Invoice Date</b>	02/24/2021
<b>Invoice No.</b>	1600049339
<b>Account</b>	miami_2 - fltamcar
<b>Unit(s)</b>	
<b>Invoice Total</b>	<b>7,588.27</b>

TRANS ID	DESCRIPTION	AMOUNT
C-934681	Annual CAM Reconciliation (01/2020 - 06/2020)	5,613.36
C-934680	Land Rent Expense (01/2020 - 06/2020)	1,511.77
C-934684	6.50% Tax applied to Ctrl 934680	98.27
C-934685	6.50% Tax applied to Ctrl 934681	364.87
<b>Due upon receipt:</b>		<b>7,588.27</b>

REMITTANCE INFORMATION		
<b>Online Payments:</b> <a href="http://www.tenantportal.realterm.com">www.tenantportal.realterm.com</a> Contact your Lease Administration Specialist or Property Manager for your registration code to register today.	<b>ACH or Wire Transfer:</b> Bank: Wells Fargo Bank, N.A. A/C #: [REDACTED] ABA#: [REDACTED]	Prepetition (130/182 Days): \$5,420.19 Post-petition (52/182 Days): \$2,168.08

For any questions, please contact: Patricia Dockery, Lease Administration Specialist at 4433212686 or pdockery@realterm.com.

**Thank you for your prompt payment**

**Recovery Calculation**

Property Code: miami\_2 Expense Year End: 12/2020 From 01/01/2020 To 12/31/2020

Units	Amendment	Recovery	Expense	Expense	Expense	Occupancy	Gross up	Total	No of	Proration	Prorated	Numerator	%	Share of	Share	Net Share of	Share	Total	Total	Net	Tax	Amount	
Type	Group	Pool	Description	Subtotal	%	%	%	Expenses	Days	%	Expenses	Area	Share	Expenses	Cap	Expenses	Per Area	Share	Estimate	Reconciled	(k2)	Due	
<b>miami_2 - Aero Miami II, LLC</b>																							
<b>(Rtamcar) - Tampe Cargo S.A.S.</b>																							
R_1_711	Original Lease	NetGrnd	ramgroundrnt	Ramp Ground Rent	499,244.56	0.0000	0.00	499,244.56	182	49.726700	228,367.51	221,322.70	100.00	228,367.51	0.00	228,367.51	1.03	228,367.51					
W_1_711	Original Lease	NetWhse	capex	Capital Projects	0.00	0.0000	0.00	0.00	182	49.726700	0.00	78,380.00	61.56	0.00	0.00	0.00	0.00	0.00					
W_1_711	Original Lease	NetWhse	cleaning	Common Area Janitorial Services	2,040.00	0.0000	0.00	2,040.00	182	49.726700	1,014.43	78,380.00	61.56	624.48	0.00	624.48	0.01	624.48					
W_1_711	Original Lease	NetWhse	facilext	Exterior Repairs & Maintenance	21,460.27	0.0000	0.00	21,460.27	182	49.726700	10,671.50	78,380.00	61.56	6,569.38	0.00	6,569.38	0.08	6,569.38					
W_1_711	Original Lease	NetWhse	facilint	Building Repairs & Maintenance	-442.08	0.0000	0.00	-442.08	182	49.726700	-219.83	78,380.00	61.56	-135.33	0.00	-135.33	0.00	-135.33					
W_1_711	Original Lease	NetWhse	facility	Facility Operations	15,049.40	0.0000	0.00	15,049.40	182	49.726700	7,483.58	78,380.00	61.56	4,606.89	0.00	4,606.89	0.06	4,606.89					
W_1_711	Original Lease	NetWhse	firesprot	Fire / Life Safety	8,876.31	0.0000	0.00	8,876.31	182	49.726700	4,413.90	78,380.00	61.56	2,717.20	0.00	2,717.20	0.03	2,717.20					
W_1_711	Original Lease	NetWhse	hwarm	HVAC, R & M	0.00	0.0000	0.00	0.00	182	49.726700	0.00	78,380.00	61.56	0.00	0.00	0.00	0.00	0.00					
W_1_711	Original Lease	NetWhse	insur	Insurance	63,413.71	0.0000	0.00	63,413.71	182	49.726700	31,533.59	78,380.00	61.56	19,412.08	0.00	19,412.08	0.25	19,412.08					
W_1_711	Original Lease	NetWhse	landrent	Ground Rent	504,958.62	0.0000	0.00	504,958.62	182	49.726700	251,099.64	78,380.00	61.56	154,576.94	0.00	154,576.94	1.97	154,576.94					
W_1_711	Original Lease	NetWhse	mgntfee	Property Management Fees	70,666.86	70.5262	95.00	95,189.51	182	49.726700	47,334.67	78,380.00	61.56	29,139.22	0.00	29,139.22	0.37	29,139.22					
W_1_711	Original Lease	NetWhse	snow	Snow Removal	0.00	0.0000	0.00	0.00	182	49.726700	0.00	78,380.00	61.56	0.00	0.00	0.00	0.00	0.00					
W_1_711	Original Lease	NetWhse	taxes	Real Estate Taxes	0.00	0.0000	0.00	0.00	182	49.726700	0.00	78,380.00	61.56	0.00	0.00	0.00	0.00	0.00					
W_1_711	Original Lease	NetWhse	utils	Common Area Utilities	0.00	70.5262	95.00	0.00	182	49.726700	0.00	78,380.00	61.56	0.00	0.00	0.00	0.00	0.00					
<b>Total Rtamcar</b>					<b>1,145,267.65</b>			<b>1,169,790.30</b>								<b>445,878.37</b>	<b>3.81</b>	<b>445,878.37</b>	<b>438,753.24</b>	<b>7,125.13</b>	<b>463.14</b>	<b>7,588.27</b>	

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. 40000331

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. 40000331 in favor of AERO MIAMI II, a Delaware Limited Liability Company, address 19115 Lee Road, Suite 226 Humble, Texas 77338 Phone (281)443-0208 E-mail : [sharrington@aeroterm.com](mailto:sharrington@aeroterm.com) 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: [jeniffer.parra@hotmail.com](mailto:jeniffer.parra@hotmail.com) - [natalia.garcia@avianca.com](mailto:natalia.garcia@avianca.com) 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 \*Swift CAFEUS3M**



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.

  
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AUTHORIZED SIGNATURE

  
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AUTHORIZED SIGNATURE