

United States Bankruptcy Court for the Southern District of New York / Tribunal de Quiebras de Estados Unidos, Distrito Sur de Nueva York

Indicate Debtor against which you assert a claim by checking the appropriate box below (Check only one Debtor per claim form). / Indique el Deudor contra el cual presenta un reclamo marcando la casilla correspondiente a continuación (Marque solo un deudor por formulario de reclamación).

- | | | |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Avianca Holdings S.A. (Case No. 20-11133) | <input type="checkbox"/> AV Loyalty Bermuda Ltd. (Case No. 20-12255) | <input type="checkbox"/> Latin Airways Corp. (Case No. 20-11161) |
| <input type="checkbox"/> Aero Transporte de Carga Unión, S.A. de C.V. (Case No. 20-11140) | <input type="checkbox"/> AV Taca International Holdco S.A. (Case No. 20-11149) | <input type="checkbox"/> Latin Logistics, LLC (Case No. 20-11162) |
| <input type="checkbox"/> AeroInversiones de Honduras, S.A. (Case No. 20-11141) | <input type="checkbox"/> Aviacorp Empresas S.A. (Case No. 20-12256) | <input type="checkbox"/> Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (Case No. 20-11163) |
| <input type="checkbox"/> Aerovías del Continente Americano S.A. Avianca (Case No. 20-11134) | <input type="checkbox"/> Avianca Costa Rica S.A. (Case No. 20-11150) | <input type="checkbox"/> Regional Express Américas S.A.S. (Case No. 20-11137) |
| <input type="checkbox"/> Airlease Holdings One Ltd. (Case No. 20-11142) | <input type="checkbox"/> Avianca Leasing, LLC (Case No. 20-11151) | <input type="checkbox"/> Ronair N.V. (Case No. 20-11164) |
| <input type="checkbox"/> America Central (Canada) Corp. (Case No. 20-11143) | <input type="checkbox"/> Avianca, Inc. (Case No. 20-11132) | <input type="checkbox"/> Servicio Terrestre, Aereo y Rampa S.A. (Case No. 20-11165) |
| <input type="checkbox"/> America Central Corp. (Case No. 20-11144) | <input type="checkbox"/> Avianca-Ecuador S.A. (Case No. 20-11152) | <input type="checkbox"/> Servicios Aeroportuarios Integrados SAI S.A.S. (Case No. 20-11138) |
| <input type="checkbox"/> AV International Holdco S.A. (Case No. 20-11145) | <input type="checkbox"/> Aviaservicios, S.A. (Case No. 20-11153) | <input type="checkbox"/> Taca de Honduras, S.A. de C.V. (Case No. 20-11166) |
| <input type="checkbox"/> AV International Holdings S.A. (Case No. 20-11146) | <input type="checkbox"/> Aviateca, S.A. (Case No. 20-11154) | <input type="checkbox"/> Taca de México, S.A. (Case No. 20-11167) |
| <input type="checkbox"/> AV International Investments S.A. (Case No. 20-11147) | <input type="checkbox"/> Avirent Holding Mexico, SAPI de CV. (Case No. 20-11155) | <input type="checkbox"/> Taca International Airlines S.A. (Case No. 20-11168) |
| <input type="checkbox"/> AV International Ventures S.A. (Case No. 20-11148) | <input type="checkbox"/> C.R. In'l Enterprises, Inc. (Case No. 20-11156) | <input type="checkbox"/> Taca S.A. (Case No. 20-11169) |
| <input type="checkbox"/> AV Investments One Colombia S.A.S. (Case No. 20-11135) | <input checked="" type="checkbox"/> Grupo Taca Holdings Limited (Case No. 20-11157) | <input type="checkbox"/> Tampa Cargo S.A.S. (Case No. 20-11139) |
| <input type="checkbox"/> AV Investments Two Colombia S.A.S. (Case No. 20-11136) | <input type="checkbox"/> International Trade Marks Agency Inc. (Case No. 20-11158) | <input type="checkbox"/> Technical and Training Services, S.A. de C.V. (Case No. 20-11170) |
| | <input type="checkbox"/> Inversiones del Caribe, S.A. (Case No. 20-11159) | |
| | <input type="checkbox"/> Isleña de Inversiones, S.A. de C.V. (Case No. 20-11160) | |

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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Lea las instrucciones antes de completar este formulario. Este formulario se utiliza para presentar un reclamo de pago en un procedimiento concursal de reorganización. No utilice este formulario para solicitar el pago de un gasto administrativo (distinto de un reclamo con derecho de prelación al amparo de § 503(b)(9), Título 11 U.S.C. (Código de leyes de Estados Unidos). Para hacer tal solicitud, siga las disposiciones de §503, Título 11 U.S.C.

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.

Quienes presenten el reclamo deben omitir o editar la información amparada por derechos de privacidad en este formulario o cualquiera de los documentos adjuntos. Adjunte copias editadas de todo documento que respalde el reclamo, tales como pagarés, órdenes de compra, facturas, estados detallados de cuentas corrientes, contratos, sentencias, hipotecas o contratos de garantía. No remita los documentos originales; pueden destruirse después de ser examinados. Si los documentos no están disponibles, explíquelo en un adjunto.

Quien presente un reclamo fraudulento podría ser penalizado con una multa de hasta \$500.000, prisión por un lapso de hasta cinco años, o ambos, conforme a §§ 152, 157 y 3571, Título 18 U.S.C.

Fill in all the information about the claim as of the date the case was filed.

Complete toda la información sobre el reclamo a la fecha en que se presentó el caso. La fecha es la que figura en el aviso de procedimiento concursal de reorganización (Formulario 309) que usted recibió.

Part 1: Identify the Claim / Identifique el reclamo

1. Who is the current creditor? AerCap Leasing XXX B.V.
 Name of the current creditor (the person or entity to be paid for this claim) / Nombre del acreedor actual (la persona o entidad a la que se pagará el reclamo)
 Quén es el acreedor actual?
 Other names the creditor used with the debtor / Otros nombres que el acreedor usó con el deudor

2. Has this claim been acquired from someone else? No. / No.
 Yes. From whom? / Sí. ¿De quién?
 ¿Ha adquirido esta reclamación de otra persona?



3. Where should notices and payments to the creditor be sent?
 ¿Dónde deben remitirse los pagos y notificaciones al acreedor?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
 Reglas Federales de Procedimiento Concursal y de Quiebra (FRBP) 2002(g)

Where should notices to the creditor be sent?
 ¿A dónde deben enviarse las notificaciones al acreedor?
 Timothy Gloege, Vice President Legal Leasing, AerCap
 Name / Nombre
 10250 Constellation Blvd., Suite 1500
 Number / Número Street / Calle
 Los Angeles CA 90067
 City / Ciudad State / Estado ZIP Code / Código postal
 United States of America
 Country / País
 Contact phone / Teléfono de contacto +1 310 557 4925
 Contact email / Correo electrónico de contacto
 tgloege@aercap.com

Where should payments to the creditor be sent? (if different)
 ¿A dónde deben remitirse los pagos al acreedor? (en caso)
 Name / Nombre
 Number / Número Street / Calle
 City / Ciudad State / Estado ZIP Code / Código postal
 Country / País
 Contact phone / Teléfono de contacto
 Contact email / Correo electrónico de contacto

Uniform claim identifier for electronic payments in chapter 13 (if you use one): / Identificador de reclamo uniforme para pagos electrónicos en el capítulo 13 (si usa uno):

4. Does this claim amend one already filed?
 ¿Modifica este reclamo uno presentado anteriormente?

No / No
 Yes. Claim number on court claims registry (if known) / Sí. Núm. reclamo en el registro de reclamos judiciales (si se conoce):

Filed on / Presentado el
 MM / DD / YYYY (ANO)

5. Do you know if anyone else has filed a proof of claim for this claim?
 ¿Sabe si otra persona presentó una evidencia de reclamo por el mismo reclamo?

No / No
 Yes. Who made the earlier filing? / Sí. ¿Quién presentó el reclamo anterior? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed / Proporcione información sobre el reclamo a la fecha en que se presentó el caso

6. Do you have any number you use to identify the debtor?
 ¿Tiene algún número para identificar al deudor?

No / No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
 Sí. Últimos cuatro dígitos de la cuenta del deudor o algún número que usted utilice para identificar al deudor:

7. How much is the claim?
 ¿Cuál es el importe del reclamo?

\$ See attached.

Does this amount include interest or other charges?
 ¿Incluye este importe intereses u otros cargos?

No / No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). / Sí. Adjunte un estado donde se detallen intereses, comisiones, gastos u otros cargos que exija la Regla de Quiebras/Concursos de Reorganización 3001(c)(2)(A).

8. What is the basis of the claim?
 ¿Cuál es el fundamento del reclamo?

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.
 Ejemplo: Bienes vendidos, dinero prestado, arrendamiento, servicios prestados, lesiones personales o fallecimiento por negligencia, o tarjeta de crédito Adjunte copias editadas de todo documento que respalde el reclamo tal como lo exige la Regla de Quiebras/Concursos de Reorganización 3001(c). Limite la divulgación de información protegida por derechos de privacidad, como la información de salud.

Aircraft Lease Agreement - Guaranty (MSN 3538 Against Grupo TACA Holdings Limited)

9. Is all or part of the claim secured?

¿Tiene el reclamo una garantía total o parcial?

- No / No
- Yes. The claim is secured by a lien on property.
Sí. El reclamo está garantizado por un gravamen sobre un bien.

Nature of property / Naturaleza del bien:

- Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
Inmueble. Si el reclamo está garantizado por la residencia principal del deudor, presente una Evidencia de Reclamo Hipotecario *Documento adjunto* (Formulario Oficial 410-A) a esta *Evidencia de Reclamo*.
- Motor vehicle / Vehículo
- Other. Describe: See attached.
Otros. Describa: _____

Basis for perfection / Fundamento del perfeccionamiento del derecho de garantía:

See attached.

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.)

Adjunte copias editadas de los documentos, si los hubiere, que demuestre el perfeccionamiento del derecho de garantía (por ejemplo, una hipoteca, un derecho de retención, un certificado de dominio, un estado de financiamiento u otro documento donde conste que se ha presentado o registrado un derecho de garantía.)

Value of property:

Valor del bien: \$ _____

Amount of the claim that is secured:

Monto del importe que se garantiza: \$ _____

Amount of the claim that is unsecured:

Monto del reclamo sin garantía: \$ _____

(The sum of the secured and unsecured amount should match the amount in line 7.)
(La suma de los montos con y sin garantía debe coincidir con el importe que figura en la línea 7.)

Amount necessary to cure any default as of the date of the petition:

Importe necesario para subsanar todo incumplimiento a la fecha de la petición: \$ _____

Annual Interest Rate (when case was filed)

Tasa de interés anual (cuando se presentó el caso) _____%

- Fixed / Fijo
- Variable / Variable

10. Is this claim based on a lease?

¿Se basa este reclamo en un arrendamiento?

- No / No
- Yes. **Amount necessary to cure any default as of the date of the petition.**
Sí. **Importe necesario para subsanar todo incumplimiento a la fecha de la petición.** \$ See attached.

11. Is this claim subject to a right of setoff?

¿Este reclamo está sujeto a un derecho de compensación?

- No / No
- Yes. Identify the property:
Sí. Identifique el bien: _____

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

No / No

Yes. Check all that apply / Si. marque todo lo que corresponda:

Amount entitled to priority
Importe con derecho de
prelación

¿Tiene el reclamo derecho de prelación, total o 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Parte de un reclamo puede tener derecho de prelación y otra parte puede no tenerlo. Por ejemplo, en algunas categorías, la ley limita el importe con derecho de prelación

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
Obligaciones de apoyo doméstico (incluido alimentos y manutención infantil) según 11 U.S.C. § 507(a)(1)(A) o (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).
Depósitos de hasta \$3,025* por compras, alquiler, contratación de bienes o servicios para uso personal, familiar o del hogar. 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).
Salarios o comisiones (hasta \$13,650*) ganados dentro de los 180 días previos a la petición de concurso de reorganización o al cierre de la actividad del deudor, lo que ocurra primero. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
Impuestos o sanciones adeudados a unidades gubernamentales. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
Contribuciones a un plan de beneficios para empleados. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.
Otro, especificar subsección de 11 U.S.C. § 507(a)(____) pertinente.

\$ See attached.

* 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. Los importes están sujetos a ajuste el 01/4/2022 y, a partir de esa fecha, cada tres años para los casos que se inicien en la fecha de ajuste o con posterioridad a dicha fecha.

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

No / 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.

¿Tiene el reclamo derecho de prelación administrativa total o parcialmente conforme a 11 U.S.C. § 503(b)(9)?

Sí. Indique el importe de su reclamo que surge del valor de bienes recibidos por el Deudor dentro de los 20 días previos a la fecha de inicio del caso arriba, donde los bienes fueron vendidos al Deudor en el curso ordinario del negocio del Deudor. Adjunte documentación que fundamente el reclamo.

\$ _____

Part 3: Sign Below / Firmar debajo

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

La persona que complete esta evidencia de reclamo debe firmarla y ponerle una fecha FRBP 9011(b).

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

Si el reclamo se presenta por medios electrónicos, FRBP 5005(a)(2) autoriza a los tribunales a establecer normas locales que especifiquen qué se entiende por firma.

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.

Una persona que presente un reclamo fraudulento puede ser penalizada con una multa de hasta \$500.000, prisión de hasta 5 años, o ambos. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box / Marque la casilla correspondiente:

- I am the creditor. / Soy el acreedor.
- I am the creditor's attorney or authorized agent. / Soy abogado o representante autorizado del acreedor
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. / Soy el síndico, o el deudor, o su representante autorizado. Regla de Quiebras/Concursos de Reorganización 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. / Soy garante, fiador, aval o codeudor. Regla de Quiebras/Concursos de Reorganización 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. Entiendo que una firma autorizada en esta *Evidencia de Reclamo* constituye un reconocimiento de que al calcular el importe del reclamo, el acreedor proporcionó al deudor crédito por todo pago recibido para saldar la deuda.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct. He examinado la información de esta *Evidencia de Reclamo* y considero razonablemente que la información es correcta y verdadera

I declare under penalty of perjury that the foregoing is true and correct. Declaro bajo pena de perjurio que la información precedente es correcta y verdadera.

Executed on date / Fecha 1/19/2021
MM / DD / YYYY (ANO)



Signature / Firma

Print the name of the person who is completing and signing this claim / Nombre de la persona que completa y firma este reclamo:

Name Timothy Gloege
First name / Primer nombre Middle name / Segundo nombre Last name / Apellido

Title / Cargo Attorney-in-Fact

Company AerCap Leasing XXX B.V.
Compañía Identify the corporate servicer as the company if the authorized agent is a servicer. Identifique al administrador corporativo como la empresa si el representante autorizado es un administrador.

Address / Dirección 10250 Constellation Blvd., Suite 1500
Number / Número Street / Calle
Los Angeles CA 90067
City / Ciudad State / Estado ZIP Code / Código postal

United States of America
Country / País

Contact phone +1 310 557 4925
Teléfono contacto

Email tgloege@aercap.com
Correo electrónico

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

**GRUPO TACA HOLDINGS LIMITED,

Debtor.**

Chapter 11 Case

Case No. 20-11157 (MG)

**(Jointly Administered
under *In re Avianca Holdings S.A.*, Case No.
20-11133 (MG))**

**ADDENDUM TO PROOF OF CLAIM OF AERCAP LEASING XXX B.V.
AGAINST GRUPO TACA HOLDINGS LIMITED, AS GUARANTOR,
WITH RESPECT TO THAT CERTAIN AIRBUS A320-200 AIRCRAFT
BEARING MANUFACTURER'S SERIAL NUMBER 3538 AND RELATED
ENGINES, PARTS, EQUIPMENT AND ACCESSORIES**

1. **AERCAP LEASING XXX B.V.**, (the "Claimant"), as successor in interest to Wells Fargo Trust Company, N.A. (f/k/a Wells Fargo Bank Northwest, N.A.), as owner trustee (in such capacity, the "Owner Trustee") under that certain Trust Agreement [MSN 3538], dated as of June 6, 2008 (as amended, supplemented and otherwise modified from time to time, the "Trust Agreement"), between the Claimant and the Owner Trustee, by the Claimant's duly authorized representative, submits the attached Proof of Claim (including this Addendum thereto, collectively, the "Proof of Claim") against Grupo TACA Holdings Limited (the "Debtor"), *inter alia*, asserting claims under the Guaranty, dated as of June 9, 2008 (along with all exhibits, annexes and schedules thereto, and as amended, restated, supplemented or otherwise modified and in effect, the "Guarantee"), between the Debtor, as guarantor, and Claimant, as a beneficiary thereunder, as such Guarantee has otherwise been amended, modified and supplemented from time to time, in connection with the Airbus model A320-200 aircraft bearing manufacturer serial number 3538 and related engines, parts, equipment and accessories (collectively, the Aircraft, as defined in the Lease (as defined below), the "Aircraft"). Capitalized terms used herein and not defined herein have the respective meanings ascribed to such terms in (a) the Guarantee, and (b) if not defined in the Guarantee, that certain Aircraft Operating Lease Agreement, dated as of June 9, 2008 (collectively, along with all exhibits, annexes and schedules thereto, and as amended, restated, supplemented or otherwise modified and in effect, the "Lease"), between Claimant (as successor in interest to the Owner Trustee), as lessor, and TACA International Airlines S.A., as lessee (the "Lessee"), as such Lease was (x) amended pursuant to (i) that certain Aircraft Lease Extension and Amendment Agreement, dated as of March 21, 2017, between the Claimant, as lessor, and Debtor, as lessee, and (iii) that certain Aircraft Lease Amendment Agreement, dated as of January 29, 2018, between the Claimant, as lessor, and Lessee, as lessee, relating to the Aircraft, as such Lease has otherwise been amended, modified and supplemented from time to time; each of items referenced in clauses (a) and (b) above relate to, as applicable, the lease transaction (the "Aircraft Transaction") with respect to the Aircraft. Collectively, the Lease, the Guarantee and the other Operative Documents (as defined in the Lease) are referred to herein as the "Transaction Documents". This Proof of Claim is made in conjunction with, and in supplement to, the Claimant's Proof of Claim (such

proof of claim, as amended from time to time, the “Claimant’s Lessee Proof of Claim”) against the Lessee with respect to the Aircraft and the Aircraft Transaction. This Proof of Claim does not duplicate the claims set forth in the Claimant’s Lessee Proof of Claim.

2. As more particularly set forth in Paragraph 3 below, the above-referenced Debtor and debtor-in-possession, was, at the time of the filing by it on May 10, 2020 (the “Petition Date”) of a voluntary petition commencing this case (this “Bankruptcy Case”, and along with the bankruptcy cases of its affiliated debtors and debtors-in-possession in the jointly administered chapter 11 cases, the “Bankruptcy Cases”) under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), before the United States Bankruptcy Court for the Southern District of New York (or such other court of competent jurisdiction, the “Bankruptcy Court”), and still is, justly and truly indebted to the Claimant for the claims (the “Claim”) pursuant to the Transaction Documents and other documents described in paragraph 3 hereof and/or as itemized in Schedule 1 hereto in the aggregate amount of not less than **\$6,596,407.08**, plus an unliquidated amount of costs, expenses and other indemnifiable amounts (including, but not limited to, attorneys’ fees and disbursements), incurred, arising or accruing for the periods after the Petition Date for which the Claimant is entitled to be reimbursed by Debtor under the Transaction Documents (“Reimbursable Expenses”), which Claim is comprised of: (a) unpaid rents in the aggregate amount of \$1,684,218.16, plus (b) the return condition damages, which are estimated to be in the amount of \$4,579,194, plus (c) the end of lease adjustment obligations in the amount estimated to be \$751,231.17, plus (d) the costs for recovering the Aircraft, including both the physical Aircraft and the Aircraft Documentation (as defined in the Lease) in the amount that cannot be estimated or determined at this time, plus (e) damages for failure to deliver required Aircraft Documentation that cannot be estimated or determined at this time; plus (f) other currently liquidated and/or reasonably known amounts, including, without limitation, out-of-pocket expenditures as described in paragraph 3 hereof and/or as itemized in Schedule 1 hereto in the amount of \$51,763.75, plus (g) other contingent and/or unliquidated claims arising under the Transaction Documents (as more fully described in Paragraph 3 and Schedule 1 hereto) in an amount which cannot be determined at this time, including, without limitation, the Reimbursable Expenses; minus (h) the security deposit held for this Aircraft Transaction in the amount of \$470,000, minus (i) an unliquidated amount representing the potential re-leasing revenue for the Aircraft an unliquidated amount representing the potential re-leasing revenue for the Aircraft (although, given the current market conditions relating for the Aircraft due to the COVID-19 pandemic, such amounts are speculative and unliquidated). The total amount of such Claim (including, but not limited, to Reimbursable Expenses) cannot reasonably be calculated or estimated at this time, but the Claimant does not waive its rights thereto for any additional amounts by not stating a specific amount at this time. References to the “Debtors” herein refer to the Debtor and its affiliated debtors and debtors-in-possession in the Bankruptcy Cases.

3. The consideration for this indebtedness is as follows:

A. The Guarantee, the Lease and the other Transaction Documents relate to and were executed in conjunction with the Aircraft Transaction. Pursuant to the Guarantee, the Debtor guaranteed for the benefit of the Claimant, among other guaranteed obligations, the due and punctual payment of all amounts that the Lessee is or becomes obligated to pay under or pursuant to the Lease and any of the other Transaction Documents according to the terms of such Lease and

the other Transaction Documents, and the prompt and timely performance of the Lessee's obligations under the Lease and the other Transaction Documents.

B. Pursuant to Section 2 of the Guarantee, Debtor guaranteed to the Claimant, (i) the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of, *inter alia*, the Obligations owing by the Lessee under the Lease. Claimant hereby asserts the Claim against Debtor arising under the Guarantee for Lessee's obligations under the Lease in the liquidated amount specified in Schedule 1 hereto, along with further contingent and unliquidated amounts that cannot be determined or calculated at this time, but Claimant does not waive its rights thereto by not stating a specific amount at this time.

C. Pursuant to the Lease and the other Transaction Documents, the Lessee (and hence Debtor under the Guarantee) is liable to Claimant for, *inter alia*, the following amounts and obligations under the Lease:

1. Pursuant to Section 5.2 of the Lease, to the extent unpaid, payments of rent for the periods both prior to and after the Petition Date through the date that the Aircraft, including the Airframe, the Engines, the Parts and all Aircraft Documentation, are returned to the Claimant; pursuant to Section 5.12.1 of the Lease, such payment obligations are absolute and unconditional and without any setoff or reduction.

2. Pursuant to Sections 5.10 and 5.12.1 of the Lease, all obligations owed by the Lessee, as lessee, under the Lease are absolute and unconditional and without any right of setoff or reduction.

3. Pursuant to Section 16.1 (General Indemnity section) of the Lease, any and all liabilities, obligations, losses, damages, proceedings, claims, actions, suits, judgments, orders or other sanctions, payments, charges, penalties, fines (whether criminal or civil), fees, costs, disbursements and expenses (including legal fees related expenses) in any way relating to, arising out of or attributable to, *inter alia*, (a) the Lessee's use, possession, lease and operation of the Aircraft, and (b) any breach or failure by the Lessee to perform or observe any covenant, agreement or other obligation to be performed or observed by the Lessee under the Lease and/or any of the other Transaction Documents. The foregoing includes, but is not limited to:

(y) pre-petition and post-petition attorneys' and other professional fees, costs, expenses and disbursements in an amount that cannot be determined at this time, and which will continue to be incurred in an amount that cannot be determined at this time; and

(z) contingent and/or unliquidated claims in an amount that cannot be determined at this time.

4. Also, in accordance with Section 5.9 of the Lease, to the extent that the Lessee fails to pay amounts when due, interest on any and all such amounts accruing at the Late Payment Fee rate for the period when such amounts are past due.

5. Pursuant to Section 26.5, for any and all costs, expenses and incidental damage in connection with or as a result of the occurrence of any Event of Default, the exercise of remedies and/or the enforcement of any rights under the Lease or any other Transaction Document or in respect of a breach of the terms of the Lease by the Lessee.

6. Pursuant to Sections 10 and 12 of the Lease, the Lessee is required to comply with its operational covenants under the Lease, including, without limitation, operating the Aircraft in compliance with the terms of the Lease.

7. Pursuant to Sections 10.6 and 23.1 of the Lease, the Lessee is required to operate and return the Aircraft free of liens, tax charges and other Security Interests.

8. Pursuant to Sections 10, 11, 12 and 23 of the Lease, for the Lessee's obligations to maintain, keep and repair the Aircraft in accordance with the terms thereof, including obligations with respect to, and limitations upon, subleasing, the requirement to maintain the Aircraft in airworthy condition and in compliance with the Maintenance Programme, and the requirement to maintain and return proper and complete Aircraft Documentation.

9. Pursuant to Section 12.5 of the Lease, the Lessee is required to replace any Part removed from the Aircraft in accordance with the terms and provisions of such Section 12.5.

10. Pursuant to Section 16 of the Lease, the Lessee is responsible for, and is required to keep the Claimant harmless, for any and all costs associated or incurred in connection with the operation of the Aircraft.

11. The Lessee is required to return the Aircraft to the Claimant in accordance with the redelivery terms set forth therein in Section 23 of the Lease (the "Return Conditions") and pay end of lease adjustments.

12. Pursuant to Section 15 of the Lease, any contingent and/or unliquidated claims now or hereafter arising with respect to applicable tax indemnities, which payments are required to gross-up to protect against the impact of taxes upon such indemnified amounts pursuant to Section 15 of the Lease.

13. Pursuant to Section 26.5 of the Lease, the Lessee is responsible for all re-lease or sale costs (including marketing costs and commissions) and all costs associated with repossessing, maintaining, preserving, insuring, repairing and storing the Aircraft pending the re-lease or sale of the Aircraft. Given the current economic dislocations caused by the COVID-19 pandemic, especially with respect to the airline industry and the markets in which the Debtor operates, the Claimant estimates that this remarketing period may take up to two years to re-lease or sell the Aircraft, during which time the Claimant is entitled to make a claim for all such preservation, maintenance and repair costs and/or to offset from the future income all such amounts.

Pursuant to the Guarantee, Debtor is liable to Claimant for all such obligations of the Lessee.

D. Pursuant to the terms of the Guarantee, all such obligations owed to the Claimant are absolute and unconditional. *See* Guarantee, Section 2.

E. Pursuant to the terms of the Guarantee, the Debtor agree to pay interest on all amounts due under the Guarantee. All such obligations owed to the Claimant are absolute and unconditional. *See* Guarantee, Section 2.

F. Pursuant to Section 3 of the Guarantee, the Claimant is entitled to exercise rights against the Debtor under the Guarantee in single or multiple claims and/or enforcement or collection actions. In accordance with such terms of the Guarantee, the Claimant is exercising its rights to assert the Claim hereunder with respect to the obligations owed by the Borrowers under the Lease and related lease obligations.

G. Due to the Rejection (defined below, the Claimant is entitled to and hereby is claiming claims and obligations set forth in this Paragraph 3 and as set forth in Schedule 1 hereto. Many of the damages from obligations provided under the Lease, including the rejection damages caused by the Rejection and the Lessee's potential failure to return the Aircraft in accordance with the Return Conditions and other requirements under the Lease, are currently unliquidated and/or are contingent and the Claimant reserves the rights to amend this Claim to set forth additional amounts as they become fixed and/or liquidated.

H. The Claimant is also entitled to assert, and hereby does assert, claims for its out of pocket expenses and other indemnification costs due from the Debtor. The Claimant hereby requests that the Debtor make its payment on this Claim as of the effective date under any chapter 11 plan or upon such other date that claims receives distributions from this (or successor) estate (or, if later, upon the date that this Claim becomes allowed).

I. Claimant reserves any and all rights to adjust any amount claimed herein depending on whether the Debtor, to the extent applicable, enters into another agreement that affects any amount claimed herein, including, without limitation, to assert additional claims given the facts and circumstances that may exist at any time hereafter.

J. Claimant expressly reserves all of its rights to assert rights to adequate protection. The total amount of such adequate protection claims, if any, cannot reasonably be calculated or estimated at this time, but Claimant does not waive its rights thereto for any additional amounts by not stating a specific amount at this time.

K. The Claimant expressly reserves any and all rights to assert that Debtor is liable to Claimant for further amounts for any failure to comply with any applicable agreements between the parties, including under the Lease and the other Transaction Documents.

L. Pursuant to that certain *Order Authorizing Debtors to (I) Reject Certain Aircraft Leases and (II) Abandon Certain Aircraft*, entered by the Bankruptcy Court on June 11, 2020 [Docket No. 277] (the "Rejection Order"), the Lease and the other Operative Documents were rejected by Avianca (the "Rejection"). Pursuant to the indemnification provisions of the Lease, the Debtor is liable to the Claimant for any costs incurred by the Claimant in effecting the return of the Aircraft. The Debtor also is obligated regarding certain additional matters, including, without limitation, the manner in which the Debtor returned the Aircraft and the documents and

records related thereto, which obligations are required to be in accordance with the terms of the Lease. The Claimant expressly reserves any and all rights to assert that the Debtor is liable to the Claimant for any failure to comply with the Rejection Order and the Lease.

M. The Aircraft may be subject to the Convention on International Interests in Mobile Equipment (the “Convention”) and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the “Protocol”, and, along with the Convention, the “Cape Town Treaty”). The Claimant hereby asserts to the full extent applicable all rights held for their benefit under the Cape Town Treaty, including all requirements for the Debtors to comply with all maintenance and return and other terms of the Lease and other Transaction Documents through the date that the Aircraft is returned to the Claimant. To the full extent required by the Cape Town Treaty, all such obligations against the Debtor are entitled to administrative priority treatment and/or specific performance and the Claimant hereby asserts and fully preserves all their rights and protections provided under the Cape Town Treaty.

N. Nothing herein shall prejudice any rights that the Claimant may have against any other person or entity, including, without limitation, any of the other debtors, any of their officers or directors and/or any guarantor, pursuant to the terms of the Transaction Documents or any applicable law.

O. Some or all of the amounts listed on the Schedule 1 hereto and in Claimant’s Lessee Proof of Claim may be entitled to administrative expense priority or other priority status. To the extent not otherwise addressed in the Rejection Order, the Claimant reserves the right to assert claims for administrative expense priority for such amounts, postpetition rent and other postpetition obligations.

P. This Proof of Claim is being asserted as claims based upon the obligations of the Debtors under lease based claims. Subject to the Debtors’ treatment of the Lease and the Transaction Documents in the Bankruptcy Cases, the Claimant fully reserves its right to amend and modify the Proof of Claim.

Q. This Proof of Claim is made in conjunction with, and in supplement to (and not in duplication of), the Claimant’s Lessee Proof of Claim against Lessee in Lessee’s pending chapter 11 bankruptcy case.

R. Debtor is liable to the Claimant for any obligations arising under the Transaction Documents, including, but not limited to, the obligations described in Paragraphs 2 and 3 hereof. The amount of Debtor’s obligations to the Claimant described above are summarized on Schedule 1 hereto. The total amount of such Claim (including, but not limited, to Reimbursable Expenses) cannot reasonably be calculated or estimated at this time, but the Claimant does not waive its rights thereto for any additional amounts by not stating a specific amount at this time.

4. No judgment has been rendered upon the Claim or any part thereof.

5. The amount of all payments set forth in this Claim has been credited and deducted for the purpose of making this Proof of Claim.

6. Except as described in Section 3 and/or in Schedule 1 hereto, to the knowledge of the undersigned, the Claim is not subject to any valid right of setoff or counterclaim by Debtor.

7. Except as set forth herein, this Proof of Claim is being filed as an unsecured claim.

8. To the extent not otherwise addressed in the Rejection Order, the Claimant reserves the right to claim that all or any part of the obligations of Debtor to the Claimant incurred after the Petition Date are administrative expenses entitled to a first priority under Sections 507(a)(1) and 503(b) of the Bankruptcy Code, including, but not limited to, costs and expenses (including attorneys' fees and disbursements) incurred by the Claimant and rent and other amounts accruing after the Petition Date under the Transaction Documents, and/or post-petition damages for failure to perform any obligations on its part to be performed under any of the Transaction Documents. Without limiting the generality of the foregoing, nothing contained herein shall be deemed to be or construed as a waiver of any administrative expense claim or right to specific performance that the Claimant has or may have against Debtor or any claims or obligations of any type that the Claimant has or may have against any other person or entity.

9. In accordance with Decretal Paragraphs 4(e) and (j) of the *Order (I) Establishing Bar Dates for Filing Proofs of Claim, (II) Approving Proof of Claim Form, Bar Date Notices, and Mailing and Publication Procedures, (III) Implementing Uniform Procedures Regarding 503(b)(9) Claims, and (IV) Providing Certain Supplemental Relief* [Docket No. 1180] (the "Bar Date Order"), because the supporting agreements and other documentation are in excess of one-hundred pages) (indeed, the Lease by itself is well over one-hundred pages), the Claimant has provided the summary of the documents and agreements upon which this Claim is based. Due to the voluminous nature of the Transaction Documents and confidentiality restrictions set forth in such Transaction Documents, the Claimant has provided the foregoing summary of certain provisions of several of the Transaction Documents and other documents. Upon appropriate request from a party in interest (in the case of parties other than the Debtor, subject to complying with or otherwise addressing any applicable confidentiality restrictions in a manner acceptable to the Claimant and Debtor), the Transaction Documents and other documents will be furnished by the Claimant (whether by an amendment to this Proof of Claim or otherwise) in accordance with the terms of the Bar Date Order.

10. The Claimant does not waive any setoff rights, any right to any security that might be held by it or for its benefit, or any right to claim specific assets, or any other right or rights of action that the Claimant has or may have against Debtor or any other persons or entities, and the Claimant expressly reserves all such rights. The Claimant also reserves the right to amend or supplement this Proof of Claim at any time and for any reason, including, but not limited to, (a) to increase or amend the Claim, because of new information or otherwise, (b) to amend the specification of precise amounts claimed to be due in lieu of sums that are contingent, unliquidated or undetermined as of the date hereof, (c) to amend this Proof of Claim in respect of a claim or claims for damages for any amount due or to become due under the Transaction Documents or other agreements related thereto, including, but not limited to, sums due as indemnification for taxes and continuing costs and expenses (including legal fees and disbursements) arising in relation to the Transaction Documents or any such agreement, and (d) to add or amend documents and other information on, and to describe further, any security interests and liens of the Claimant. The

filing of this Proof of Claim is not: (x) a waiver or release of the Claimant's rights against any person, entity or property, (y) an election of remedy or (z) a waiver of any past, present or future default or event of default. In filing the Proof of Claim, the Claimant does not submit itself to the jurisdiction of this Bankruptcy Court for any purpose other than with respect to the claims asserted herein. The Claimant does not waive (1) its right to have final orders in non-core matters entered only after de novo review by a United States District Judge, (2) its right to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (3) its right to request the United States District Court to withdraw the reference or to abstain in any matter subject to mandatory or discretionary withdrawal or abstention, or (4) any other rights, claims, actions, defenses, setoffs, or recoupments to which it is or may be entitled under agreements, in law, in equity, or otherwise, all of which rights, claims, actions, defenses, setoffs, and recoupments are expressly reserved.

11. The Claimant requests that all notices, pleadings, and other communications of any kind regarding the Claim or this Proof of Claim be given to and served upon (a) the Claimant, c/o AerCap, 10250 Constellation Blvd., Suite 1500, Los Angeles, CA 90067, Attn: Timothy Gloege, Vice President Legal Leasing; Tel.: +1 310 557-4925; E-Mail: tgloege@aercap.com; and (b) counsel for Claimant, at (i) Vedder Price P.C., 1633 Broadway, 31st Floor, New York, New York 10019, Attn: Michael Edelman, Esq. & Jeremiah Vandermark, Tel.: (212) 407-7700, Fax: (212) 407-7799, E-Mail: MJEdelman@VedderPrice.com & JVandermark@VedderPrice.com and (ii) Vedder Price P.C., 222 North LaSalle Street, Chicago, Illinois 60601, Attn: William Thorsness; Tel.: (312) 609-7500, E-Mail: WThorsness@VedderPrice.com.

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SCHEDULE 1

**Summary of Estimated Claim for Claimant against Debtor relating to
MSN 3538 Aircraft Transaction**

Unpaid Rent Prior to the Lease Effective Rejection Date	\$1,684,218.16
Failure to Meet Return Condition Claims (current estimate)	\$4,579,194
Return Costs (paid to Avianca)	Amount Not Yet Known
End of Lease Adjustment Obligations (current estimate)	\$751,231.17
Damages Caused by Failure to Deliver Complete Set of required Aircraft Documentation	Amount Not Yet Known
Reimbursable Expenses ¹	
• Legal Fees – Vedder Price	
• Liquidated	\$51,763.75
• Unliquidated	Amount Not Yet Known
• Legal Fees for Other Counsel	Amount Not Yet Known
• Bank Costs	Amount Not Yet Known
• Additional Unliquidated Legal Fees	Amount Not Yet Known
• FAA Counsel	Amount Not Yet Known
• Legal Costs for Remarketing Efforts	Amount Not Yet Known
• Technical Consulting Services (est. through completion)	Amount Not Yet Known
• Insurance	Amount Not Yet Known
• Aircraft Parking and Maintenance Pending Disposition	Amount Not Yet Known
• Other unliquidated Reimbursable Expenses (including the foregoing categories that remain unliquidated and/or will be incurred in the future)	Amount Not Yet Known
Other contingent/unliquidated claims under Transaction Documents	Amount Not Yet Known
Tax and other general indemnification claims under the Lease	Amount Not Yet Known
Minus: Security Deposits	- \$470,000

¹ Although the Claimant incurred and/or may incur additional costs for, *inter alia*, maintenance and repair to the Aircraft that are subject to being reimbursed under the Lease, because many of such costs have not yet been liquidated, the Claimant reserves the right to amend this schedule to reflect such costs when they are liquidated.

Minus: Estimated Fair Market Lease Value of Aircraft
(amount not yet liquidated given the undulations in the current
markets caused by the current COVID-19 pandemic) (as
reduced by costs incurred to remarketing process)

Amount Not Yet Known

Total Claim

\$6,596,407.08