

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Timothy Graulich
James I. McClammy
Stephen D. Piraino (admitted *pro hac vice*)

*Counsel to the Debtors
and Debtors in Possession*

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

In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., et al.,

Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**STIPULATION, AGREEMENT AND ORDER AMONG DEBTORS, PLM AND
AIMIA EXTENDING BAR DATE TO FILE A PROOF OF CLAIM**

Grupo Aeroméxico S.A.B. de C.V. (“**Grupo Aeroméxico**”), Aerovías de Mexico, S.A. de C.V. (“**Aerovías**”) and its other affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”), PLM Premier, S.A.P.I. de C.V. (“**PLM**”), and Aimia Holdings UK Limited and Aimia Holdings UK II Limited (collectively “**Aimia**,” and together with PLM, the “**PLM Parties**”) hereby enter into this stipulation (this “**Stipulation**”).” The Debtors and the PLM Parties (collectively, the “**Parties**”) hereby stipulate and agree as follows:

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; and Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

RECITALS

A. On June 30, 2020 (the “**Petition Date**”), the Debtors filed voluntary petitions (the “**Chapter 11 Cases**”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (as amended or modified, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors (the “**Committee**”). The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”) [ECF No. 92].

B. On November 18, 2020, the Bankruptcy Court entered the *Order (I) Establishing Deadline for Filing Proofs of Claim and Procedures Relating Thereto and (II) Approving the Form and Manner of Notice Thereof* [ECF No. 648] (the “**Bar Date Order**”) establishing the General Bar Date (as defined in the Bar Date Order) of January 15, 2021 at 5:00 p.m. (prevailing Pacific Time) as the date by which certain creditors must file proofs of claim against the Debtors.

C. The Debtors and the PLM Parties have been negotiating, among other things, an agreed resolution of the PLM Parties’ purported claims in the Chapter 11 Cases.

D. Accordingly, the Parties have stipulated and agreed, subject to approval of the Bankruptcy Court, to an extension of the General Bar Date with respect to the PLM Parties on the terms set forth herein.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONG THE PARTIES, THROUGH THE UNDERSIGNED, AND UPON BANKRUPTCY COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. The General Bar Date shall be extended solely for the PLM Parties through **February 16, 2021 at 5:00 p.m. (prevailing Pacific Time).**

2. Nothing in this Stipulation should be construed as an acknowledgment or admission that the PLM Parties have any valid claim against the Debtors or that the Debtors have any valid objections or defenses to any such claim. Any and all rights and claims of the Parties and the Committee in connection therewith are preserved.

3. Notwithstanding anything to the contrary in this Stipulation or the Bar Date Order, the Parties may agree in writing (including by email) to further extend the General Bar Date with respect to the PLM Parties; *provided* that the Debtors shall provide five days' written (including by email) notice to counsel to the Committee prior to consenting to any such extension.

4. Each person who executes this Stipulation represents that he or she is counsel for his or her respective client and is executing this Stipulation on behalf of and with the authority of his or her respective client. The Parties have cooperated in drafting this Stipulation. Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed as if jointly drafted by the Parties.

5. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Stipulation. The delivery by facsimile transmission or other electronic transmission of any signature on this Stipulation shall be a valid signature as of the transmission thereof.

6. The terms of this Stipulation shall be effective immediately upon entry of the Order.

7. This Stipulation shall not be modified, altered, amended, or supplemented except by a writing executed by the Parties or their authorized representatives.

8. This Stipulation contains the entire agreement by and among the Parties with respect to the subject matter hereof. This Stipulation shall not limit, amend or modify any other agreement among the Parties.

9. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, and permitted successors and assigns, including, as applicable, any chapter 7 or 11 trustee and estate representatives, and any parent, subsidiary, or affiliated entity of the Parties.

10. This Stipulation shall be governed by, and construed in accordance with the laws of the State of New York, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

11. The Bankruptcy Court shall have and retain exclusive jurisdiction to enforce the terms of this Stipulation and the Order and to adjudicate any and all matters arising from or related to the interpretation, implementation or enforcement of this Stipulation and the Order.

[Signature Page Follows]

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of this day
and year first below written.

Dated: January 13, 2021

By: /s/ Timothy Graulich

Timothy Graulich
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017
T: (212) 450-4000
timothy.graulich@davispolk.com

*Counsel to the Debtors and Debtors in
Possession*

By: /s/ Michael H. Torkin

Michael H. Torkin
SIMPSON THACHER & BARTLETT LLP
425 Lexington Avenue
New York, NY 10017
T: (212) 455-2000
michael.torkin@stblaw.com

Counsel to PLM Premier, S.A.P.I. de C.V.

By: /s/ Michael L. Schein

Michael L. Schein
VEDDER PRICE P.C.
1633 Broadway, 31st Floor
New York, NY 10019
T: (212) 407-7700
mschein@vedderprice.com

*Counsel to Aimia Holdings UK
Limited and Aimia Holdings UK II
Limited*

SO ORDERED:

Dated: January 15, 2021

New York, New York

/S/ Shelley C. Chapman
THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE