

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

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In re: :

GRUPO AEROMÉXICO, S.A.B. de C.V., et al., : Chapter 11

Debtors.¹ : Case No. 20-11563

: Joint Administration Pending

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**DECLARATION OF JAMES E. CARPENTER
IN SUPPORT OF REQUEST TO FILE DOCUMENTS UNDER SEAL**

I, James E. Carpenter, being duly sworn, state the following under penalty of perjury:

1. I am a a Contracts Regional Director for The Boeing Company. My office address is 800 N. 6th St, Renton, Washington 98057 and I am duly authorized to make this Declaration. Except as otherwise noted herein, the facts stated herein are personally known to me and, if called as a witness, I could testify thereto.

2. I was personally involved in the negotiation of the Amendment to Accommodations for 737 MAX Disruptions (the “Amendment”) executed by The Boeing Company (“Boeing”) and Aerovías de Mexico, S.A. de C.V. (“Aeromexico”). The Amendment was the product of extensive, arm’s length negotiations over many months. It also relies upon negotiations between Aeromexico and parties other than Boeing.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de Mexico, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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.

3. The Amendment includes a number of items that contain highly confidential information regarding material aspects of Boeing's business. These include trade secrets and other confidential information. Specific issues are identified below.

4. Precise information regarding the delivery timing and pricing for the commercial aircraft manufactured by Boeing, along with certain heavily negotiated contractual terms have historically been treated as highly confidential commercial information that is not publicly disclosed by either Boeing or Boeing's customers. This includes both the amount, treatment and disposition of advance payments (also referred to as pre-delivery payments) customers make in advance of the manufacturing of commercial aircraft. Any accommodations that Boeing may make for one customer, such as adjusting the number or pricing of aircraft being purchased, is likewise highly confidential commercial information that is not publicly disclosed by either Boeing or Boeing's customers.

5. The market for commercial aircraft, like Boeing's 737, is highly competitive both within the United States and across the globe and involves transactions covering many years and billions of dollars since there are a limited number of aircraft that can be manufactured and delivered over a finite period of time.

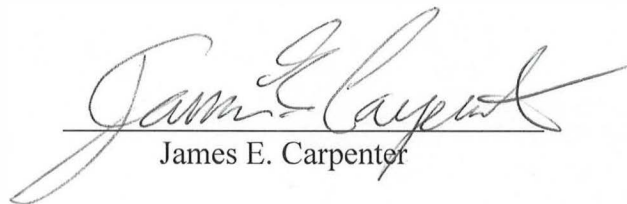
6. The available aircraft delivery slots (and timetable) is highly confidential since making that precise information generally available would provide Boeing's competitors with unique leverage. It would also provide leverage that Aeromexico's competitors could use to Aeromexico's detriment as those competitors negotiate to buy aircraft from Boeing and from other aircraft manufacturers. Likewise, if Boeing were required to publicly disclose detailed information regarding any financial or other accommodations it has made to a customer such as Aeromexico, it could provide the same advantages to competitors of Boeing and Aeromexico.

7. If Boeing was required to publicly disclose the redacted information within the Amendment, Aeromexico's competitors would be empowered to negotiate with Boeing and Boeing's competitors to secure financial accommodations that could provide such competitors with an commercial advantage over Aeromexico since they would have more information and leverage than Aeromexico had as it negotiated with Boeing. The result could result in a more difficult competitive landscape for Aeromexico.

8. Boeing and Aeromexico engaged in significant and arm's length negotiations to limit both the number and scope of redactions in the Amendment to protect only highly confidential commercial information. The result is that the limited amount of redacted information is so commercially significant to Boeing that, if Boeing was required to make that information publicly available as a condition precedent to this Court approving an agreement between Boeing and Aeromexico, Boeing would seriously consider withdrawing from (or cancelling) the Amendment and instead proceeding to enforce its rights under the Purchase Agreement referred to therein (Purchase Agreement No. PA-03813).

Dated: April 22, 2021

Renton, Washington



James E. Carpenter